

CITY OF POLSON COMMISSION MEETING AGENDA

COMMISSION CHAMBERS

April 4, 2016

7:00 P.M.

1. CALL TO ORDER

Mayor Knutson

2. PLEDGE OF ALLEGIANCE

Mayor Knutson

3. APPROVAL OF PROPOSED AGENDA

Mayor Knutson

4.

**PUBLIC HEARING
(Polson Development Code)**

5. CLOSURE OF PUBLIC HEARING

6. PUBLIC COMMENT ON SIGNIFICANT MATTERS TO THE PUBLIC **NOT ON THE AGENDA (address items to the Chair. Commission takes no action on items discussed)**

7. CONSENT AGENDA

- a. March 18-31, 2016 claims
- b. City Commission Meeting Minutes March 21, 2016

8. CITY MANAGER COMMENTS

City Manager Mark Shrives

OLD BUSINESS

9. APPROVE SECOND READING OF ORDINANCE 2016-003 TO ADOPT THE ZONING REGULATIONS AND ZONING MAP FOR THE CITY OF POLSON DEVELOPMENT CODE 2016

City Planner Kyle Roberts, City Manager Mark Shrives

10. APPROVE SECOND READING OF ORDINANCE 2016-004 TO ADOPT THE SUBDIVISION REGULATIONS FOR THE CITY OF POLSON DEVELOPMENT CODE 2016

City Planner Kyle Roberts, City Manager Mark Shrives

NEW BUSINESS

11. APPROVE AGREEMENT FOR PROFESSIONAL SERVICES (POLSON AIRPORT)

City Manager Mark Shrives, Jeff Walla (KLJ Engineers)

12. APPROVE APPLICATION FOR FEDERAL ASSISTANCE AT POLSON AIRPORT

City Manager Mark Shrives, Jeff Walla (KLJ Engineers)

13. CITY MANAGER ANNUAL APPRAISAL REPORT

Mayor Heather Knutson

14. RECESS

EXECUTIVE SESSION

15. LITIGATION-MCA CODE 2-3-203 4(a)-EXCEPT AS PROVIDED IN SUBSECTION (4) (b), A MEETING MAY BE CLOSED TO DISCUSS A STRATEGY TO BE FOLLOWED WITH RESPECT TO LITIGATION WHEN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE LITIGATING POSITION OF THE PUBLIC AGENCY.

16. RE-CONVENE

17. ADJOURN

The City of Polson encourages public participation in its public meetings and hearings. In doing so the City holds its meetings in handicapped accessible facilities. Any persons desiring accommodations for a handicapping condition should call the City Clerk at 883-8203 for more information.

CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 4
Meeting Date: April 4, 2016
Staff Contact: Kyle Roberts, City Planner
Email: cityplanner@cityofpolson.com Phone: 406-883-8213

AGENDA ITEM SUMMARY: Winter 2016 Draft Polson Development Code (PDC) – Setbacks from lake, river, or stream

BACKGROUND: The proposed change to the setback from the lake, river, or stream in the Resort Zoning District has resulted in some confusion. The following will provide clarity to the issue as well as a staff recommendation of additions needed in the draft PDC.

Ordinance #551 adopts the Lake County Lakeshore Protection Regulations and creates the City as the administrator within the City jurisdiction. As such, the Lakeshore Protection Regulations generally govern from the mean annual high water mark of Flathead Lake to 20 feet inland (the lakeshore protection zone). The Lakeshore Protection Regulations can be supplemented with zoning, as is the case in Polson and many areas in Lake County around Flathead Lake. The City's current development code requires a 50 foot shoreline buffer (setback) – land area within 50 feet of the mean annual high water mark – for all zoning districts abutting the lake.

The draft PDC proposes the same requirement as the current PDC – a 50 foot shoreline buffer (setback) in all zoning districts abutting the lake as well. However, the City-County Planning Board made the recommendation to reduce the shoreline buffer (setback) in the Resort Zoning district from 50 feet to 20 feet. All other zoning districts would require the 50 foot setback.

ANALYSIS: Shoreline Buffers is a performance standard and is listed in Chapter IV – Performance Standards (page 73) in the draft PDC. As mentioned the shoreline buffer applies to land abutting the lake, river, or stream. There are four zoning districts that abut the lake: LRZD, RZD, CBZD, and CIZD.

In the draft PDC, each zoning district has a specification standards table which display standards such as minimum lot size, setbacks, maximum lot coverage, maximum building height, etc. To avoid confusion, considering that RZD will have a smaller shoreline buffer (setback) than the other three zoning districts abutting the lake, it is recommended that the four zoning districts abutting the lake include the minimum setback from the lake, river, or stream in their respective specification standards tables as shown in italics below:

Table II.7. LRZD Specification Standards

Standards	Specifications	Standards	Specifications
Minimum lot size	7,000 square feet	Minimum lot width at front property line	50 feet
Minimum front yard setback	30 feet	Minimum rear yard setback	15 feet
Minimum side yard setback	5 feet	Maximum building height	35 feet
Maximum lot coverage	40%, 45% for lots in cluster development *		
<i>Minimum setback from lake, river or stream</i>	<i>50 feet, and must include a shoreline buffer (see IV.C)</i>		

Table II.17. RZD Specification Standards

Standards	Specifications	Standards	Specifications
Minimum lot or mobile home space size	None – development must meet lot coverage, landscaping, building height, parking, access and all other performance standards.		
Minimum lot width at front property line	40 feet	Minimum front yard setback	Along arterials – 40 feet Other streets – 25 feet**
Minimum rear yard setback	Single, two-family – 15 ft Multiple-family and commercial – 20 ft	Minimum side yard setback (feet)	Single, two-family – 5 ft Multiple-family and commercial – 10 ft
Maximum height	35 feet May increase to 50 feet (see f. below)	<i>Minimum setback from lake, river or stream</i>	<i>20 feet, and must include a shoreline buffer (see IV.C)</i>
Parking spaces	See IV.O.	Maximum lot coverage	80%***

Table II.21. CBZD Specification Standards

Standards	Specifications	Standards	Specifications
Minimum lot size	None	Minimum lot width, at front property line	None
Minimum front yard setback	15 feet for multiple-family dwellings, also see IV.BB.	Minimum rear yard setback	15 feet for multiple-family dwellings, also see IV.BB.
Minimum side yard setback	10 feet for multiple-family dwellings, also see IV.BB.	Maximum height	50 feet
Maximum lot coverage	100% for commercial 80% for multiple-family dwellings	Parking spaces	See IV.O
<i>Minimum setback from lake, river or stream</i>	<i>50 feet, and must include a shoreline buffer (see IV.C)</i>		

Table II.23. CIZD Specification Standards

Standards	Specifications	Standards	Specifications
Minimum lot size	None	Minimum lot width, at front property line	None
Minimum front yard setback	Along Hwy 93 – 30 feet with 10' landscape buffer Along other streets 20 feet	Minimum rear yard setback	10 feet
Minimum side yard setback	10 feet	Maximum height (feet)	35 feet
Maximum lot coverage	80%*	Parking spaces	See IV.O.
<i>Minimum setback from lake, river or stream</i>	<i>50 feet, and must include a shoreline buffer (see IV.C)</i>		

STAFF RECOMMENDATION: Staff recommends that the four zoning districts abutting the lake include the minimum setback from the lake, river, or stream in their respective specification standards tables.

SUGGESTED MOTION: *I MAKE A MOTION TO RECOMMEND STAFF TO ADD THE MINIMUM SETBACK FROM THE LAKE, RIVER, OR STREAM TO THE SPECIFICATION STANDARDS TABLES OF THE FOUR ZONING DISTRICTS ABUTTING THE LAKE IN THE WINTER 2016 DRAFT POLSON DEVELOPMENT CODE.*

ATTACHMENTS: 1) Winter 2016 Polson Development Code (available at www.cityofpolson.com)
2) City of Polson Zoning Districts Map, March 28, 2016 Draft (available at www.cityofpolson.com)
3) Final report of the Polson Zoning Commission and City-County Planning Board on draft updates to Zoning Regulations and Map
4) Final report of the Polson Zoning Commission and City-County Planning Board on draft updates to Subdivision Regulations
5) Public comment

City of Polson Planner

From: Steve Rosso <srosso@cyberport.net>
Sent: Friday, March 25, 2016 16:14
To: Tim; Mark Shrives; City of Polson Planner; Dave DeGrandpre; Alpine Landscape and Design
Cc: Mark Johnston
Subject: Re: Resort Zoning and Lake Shore Protection

I'd like to clarify the issues I discussed over the phone with Joslyn today. The Flathead Lakers are concerned that the draft PDC is not clear and consistent when it comes to setbacks from lakes, rivers and streams and with the requirements for shoreline buffers. We also feel it is better to require a setback that is consistent with all the zoning districts that include lakes, rivers or streams, specifically the districts that have shoreline on Flathead Lake and Flathead River. That consistency would be even better if it mirrored the major Lake County Zoning Districts that all have 50 ft. setbacks from Flathead Lake. It is my experience that when setbacks or other regulations change from one district to another around Flathead Lake contractors are more likely to make un-intentional mistakes that result in violations and enforcement that costs the contractor, property owner and the governing body time and money. One alternative might be to set the minimum setback from lakes, rivers or streams to 50 ft. and include "development within the shoreline buffer" a "Special Use" so a property owner could, under the right conditions, extend their development to within 20 ft. of the shoreline if it was approved after a public hearing and with conditions. Applying for a variance is also an option.

As Joslyn mentions in her email, I have found some things in the PDC draft that might need attention. I found five zoning districts with shoreline on the lake or river, CBZD, LDRZD, RZD, HCZD and CIZD. Only LDRZD and RZD have a "Minimum setback from lakes, rivers or streams" in their table of Specification Standards. I also noticed that the table for LDZD just says "50 feet" while the table for RZD says "20, and must include a shoreline buffer (see IV.C)" (I assume 20 is feet). There is a shoreline buffer required in LDZD isn't there? I also think it would be best understood by property owners and contractors if this standard was specified in all the tables for these districts (50 feet, and must include a shoreline buffer (see IV.C)). I also raised a question of how to apply the Shoreline Buffer standards (IV, C) when the buffer is reduced to 20 ft. which puts the entire buffer is in the Lakeshore Protection Zone and the Lake County regulations limit development more extensively than is done under IV.C.1. I'm assuming when the PDC refers to "Lakeshore Protection Regulations" they are the Lake County Lakeshore Protection Regulations.

Finally, does the calculation for Maximum Lot Coverage use the entire lot for a basis or the area within the setbacks? In the case of CBZD where the lot coverage can be 100% would that mean someone could pave the Lakeshore Protection Zone? Also, which standard has the priority, Maximum Lot Coverage or Minimum setback from lakes, rivers or streams? Maybe the definition of Lot Coverage could clear this up. As you probably understand the more of the lot that is covered by impervious surfaces the more important having a good buffer is to protect the lake.

Thanks for considering our comments at this late date. We all want a good product that supports reasonable development while protecting this lake that our economy and quality of life depends on.

Steve Rosso
844-3660

----- Original Message -----

From: Alpine Landscape and Design
To: Dave DeGrandpre ; City of Polson Planner ; Mark Shrives ; Tim
Cc: srosso@cyberport.net
Sent: Friday, March 25, 2016 11:14 AM
Subject: Resort Zoning and Lake Shore Protection

Dear All,

It has been brought to my attention by a Board Member of the Flathead Lakers, Steve Rosso, we need to confirm our setbacks upon the Lakeshore Buffer in the listed zones.

CBZD and HCZD

Steve stated we do not have a clear 20 or 50 or.....linear foot setback, unless it is a direct reference back to the County Lakeshore Protection Regulations, which then would be 50'. Please take a look if you have a minute to do so.

Steve also touched base on the Lake County Lakeshore Protection Regulations as being the regulatory document for the lakeshore buffer. If this is a true statement, the Polson Development Code and the Lakeshore Protection Regulations should be streamlined to operate cohesively. Currently, he views them to not be stremlined. He sees the PDC being contradicting to the Lakeshore Protection, in particular with the 20' and 50' setback discussion we have had for the Resort Zoning.

I am currently traveling back to Plentywood, MT for Easter and do not have the Code in front of me. Once I return I wil be researching the above items I have spoken to Steve about. I told Steve to draft a formal letter and have a presence at the next reading of the Polson Development Code if he would like to. If possible we can discuss prior to the second reading and solve the issues.

Thanks,

Joslyn Shackelford

For doc #s from 123711 to 123828

7a.

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 General All-Purpose Fund	214550 Deposits Payable -	999999 MELEA BIRD	FACL-CLEAN DEP REFND	100.00
1000 General All-Purpose Fund	214550 Deposits Payable -	999999 ALPHA UPSILON	FACL-CLEAN DEPOSIT R	100.00
1000 General All-Purpose Fund	410200 Executive Services	3025 FIRST BANKCARD	EXEC-TE CONFERENCE R	225.00
1000 General All-Purpose Fund	410360 Municipal Court	3513 COLJ CONFERENCE	CORT-DD CLASS REGIST	300.00
1000 General All-Purpose Fund	410360 Municipal Court	000010 CENTURYLINK	CORT-SHARED FAX SERV	20.59
1000 General All-Purpose Fund	410360 Municipal Court	000282 QUILL CORPORATION	CORT-SHARED TONER	15.65
1000 General All-Purpose Fund	410360 Municipal Court	000282 QUILL CORPORATION	CORT-SHARED TONER	16.57
1000 General All-Purpose Fund	410400 Administrative Services	4943 DAN THE PHONE MAN	ADMIN-CELL PHONE SAV	73.77
1000 General All-Purpose Fund	410400 Administrative Services	4943 DAN THE PHONE MAN	ADMIN-DROPPED LINE S	77.93
1000 General All-Purpose Fund	410400 Administrative Services	3025 FIRST BANKCARD	ADMN-MS TRAVEL LODGI	194.46
1000 General All-Purpose Fund	410500 Financial Services	3025 FIRST BANKCARD	FINC-SCANNER PROTECT	18.62
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000011 MISSION VALLEY POWER	FACL-CITY HALL	270.55
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000011 MISSION VALLEY POWER	FACL-FIRE HALL	156.70
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000011 MISSION VALLEY POWER	FACL-HVAC SYSTEM	719.29
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	4062 WEST COAST PAPER	FACL-PAPER TOWELS	61.94
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000010 CENTURYLINK	FACL-FAX SERVICE	38.16
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000282 QUILL CORPORATION	FACL-PAPER	82.83
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000282 QUILL CORPORATION	FACL-COFFEE FOR BREA	22.06
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000046 BEACON TIRE CENTER	FACL-BLU SUBARU MT/B	60.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	2943 CLICK HERE DESIGNS	FACL-EMAILS, WEB HOS	52.50
1000 General All-Purpose Fund	420140 Crime Control and	4605 THIRD EYE TECHNOLOGIES,	POLC-ROUTER CONFIGUR	37.50
1000 General All-Purpose Fund	420140 Crime Control and	4159 REXEL INC, d/b/a PLATT	STRT-PHI ALTO 30 PK	94.50
1000 General All-Purpose Fund	420140 Crime Control and	4159 REXEL INC, d/b/a PLATT	STRT-ASST ELECT PART	11.30
1000 General All-Purpose Fund	420140 Crime Control and	000011 MISSION VALLEY POWER	POLC-STORAGE SHED	150.11
1000 General All-Purpose Fund	420140 Crime Control and	000011 MISSION VALLEY POWER	POLC-ST ST E STORAGE	12.00
1000 General All-Purpose Fund	420140 Crime Control and	000094 DON AADSEN FORD	POLC-2016 FORD VEH	32,462.50
1000 General All-Purpose Fund	420140 Crime Control and	4943 DAN THE PHONE MAN	POLC-CELL PHONE SAVI	26.30
1000 General All-Purpose Fund	420140 Crime Control and	2255 GALLS, LLC-D.B.A.	POLC-BADGE, CUSTOMIZ	168.30
1000 General All-Purpose Fund	420140 Crime Control and	2255 GALLS, LLC-D.B.A.	POLC-BADGE, CUSTOMIZ	168.30
1000 General All-Purpose Fund	420140 Crime Control and	4483 FLEET SAFETY EQUIPMENT,	POLC-2016 FORD EQUIP	1,079.85
1000 General All-Purpose Fund	420140 Crime Control and	4971 L & W EMERGENCY EQUIPMENT	POLC-SIREN/SWITCH	269.11
1000 General All-Purpose Fund	420140 Crime Control and	4608 MARTEL ELECTRONICS, INC.	POLC-CAR VIDEO EQUIP	285.00
1000 General All-Purpose Fund	420140 Crime Control and	4608 MARTEL ELECTRONICS, INC.	POLC-2016 FORD EQUIP	3,510.00
1000 General All-Purpose Fund	420140 Crime Control and	4684 WASH N' GO, LLC	POLC-VEH WASH 2/1-29	37.58
1000 General All-Purpose Fund	420140 Crime Control and	4159 REXEL INC, d/b/a PLATT	STRT-ASST. PARTS	5.98
1000 General All-Purpose Fund	420140 Crime Control and	000026 POLSON AUTO PARTS, INC.	POLC-STRIPE OFF WHT	31.30
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'02 FORD OIL CH	46.00
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'06 M BENZ OIL	92.60
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'09 CHVY OIL CH	38.50
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'08 FRD F-150 O	47.50
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-VEH #7 CHNG OIL	38.50
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-VEH #9 SERVICED	211.63
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'10 IMPALA OIL	532.62
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'10 FORD EXPLR	28.95
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'11 CHVY OIL CH	38.50
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-VEH #15 BATTERY	100.57
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'13 FORD #15 OI	43.00
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'13 FORD OIL CH	46.00
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'13 FORD INTERC	43.00
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'13 FORD PI 8 B	130.39
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'14 FORD PI CHN	43.00
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'14 FORD PI BAT	130.39

For doc #s from 123711 to 123828

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-VEH #15 OIL CHN	56.80
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-VEH #16 OIL CHN	43.00
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-VEH #9 CHNG OIL	81.25
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'10 CHVY IMPALA	676.30
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'02 FORD F150-O	46.00
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'10 CHVY IMPALA	261.15
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-VEH #5 BATTERY	115.88
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-VEH #6 OIL CHNE	47.50
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'09 IMPALA, OIL	36.25
1000 General All-Purpose Fund	420140 Crime Control and	2937 G & M AUTO TECH, INC	POLC-'93 SUBURBAN-RE	135.51
1000 General All-Purpose Fund	420140 Crime Control and	2074 VERIZON WIRELESS	POLC-CELL PHONE SERV	226.80
1000 General All-Purpose Fund	420140 Crime Control and	000010 CENTURYLINK	POLC-SHARED FAX SERV	20.58
1000 General All-Purpose Fund	420140 Crime Control and	000282 QUILL CORPORATION	POLC-SHARED TONER	15.64
1000 General All-Purpose Fund	420140 Crime Control and	000282 QUILL CORPORATION	POLC-SHARED TONER	16.57
1000 General All-Purpose Fund	420140 Crime Control and	000282 QUILL CORPORATION	POLC-OFFICE SUPPLY	18.34
1000 General All-Purpose Fund	420140 Crime Control and	000046 BEACON TIRE CENTER	POLC-4 NEW TIRES MT/	490.96
1000 General All-Purpose Fund	420140 Crime Control and	3068 WALMART COMMUNITY CREDIT	POLC-K-9 SUPPLIES	24.90
1000 General All-Purpose Fund	420140 Crime Control and	3068 WALMART COMMUNITY CREDIT	POLC-CAR CHGR & CELL	24.92
1000 General All-Purpose Fund	420400 Fire Protection and	4605 THIRD EYE TECHNOLOGIES,	FIRE-REMOVED MADWARE	25.00
1000 General All-Purpose Fund	420400 Fire Protection and	4533 KEVIN STRAUB	FIRE-KS TRAVEL MEALS	151.00
1000 General All-Purpose Fund	420400 Fire Protection and	3256 CLINT COTTLE	FIRE-CC TRAVEL MEALS	207.00
1000 General All-Purpose Fund	420400 Fire Protection and	000026 POLSON AUTO PARTS, INC.	FIRE-ASSORTED PARTS	118.70
1000 General All-Purpose Fund	420400 Fire Protection and	000026 POLSON AUTO PARTS, INC.	FIRE-SHRINK TUBING,	29.59
1000 General All-Purpose Fund	420400 Fire Protection and	000026 POLSON AUTO PARTS, INC.	FIRE-LIFT SUPPORT UN	64.58
1000 General All-Purpose Fund	420400 Fire Protection and	000026 POLSON AUTO PARTS, INC.	FIRE-VEH CAR WASH	5.99
1000 General All-Purpose Fund	420400 Fire Protection and	000026 POLSON AUTO PARTS, INC.	FIRE-ASSORTED PARTS	254.85
1000 General All-Purpose Fund	420400 Fire Protection and	000026 POLSON AUTO PARTS, INC.	FIRE-ASSORTED PARTS	97.41
1000 General All-Purpose Fund	420400 Fire Protection and	2937 G & M AUTO TECH, INC	FIRE-'06 CHVY OIL CH	31.00
1000 General All-Purpose Fund	420400 Fire Protection and	2937 G & M AUTO TECH, INC	FIRE-'13 SILVERADO O	46.00
1000 General All-Purpose Fund	420400 Fire Protection and	3025 FIRST BANKCARD	FIRE-CC CLASS REGIST	75.00
1000 General All-Purpose Fund	420400 Fire Protection and	3025 FIRST BANKCARD	FIRE-KS CLASS REGIST	75.00
1000 General All-Purpose Fund	420400 Fire Protection and	3025 FIRST BANKCARD	FIRE-CC FEE	39.00
1000 General All-Purpose Fund	420400 Fire Protection and	3025 FIRST BANKCARD	FIRE-MALWARE BYTES S	39.95
1000 General All-Purpose Fund	420540 Land Use	000150 PETTY CASH FUND	PLNG-MAIL CERTIFIED	64.08
1000 General All-Purpose Fund	420540 Land Use	4970 CITY OF POLSON	PLNG-2 HOURS SERVICE	60.00
1000 General All-Purpose Fund	420540 Land Use	4970 CITY OF POLSON	PLNG-SERVICE, ZONING	66.00
1000 General All-Purpose Fund	430240 Road and Street	2707 CALIFORNIA CONTRACTORS	STRT-JOINT PLIER SET	69.90
1000 General All-Purpose Fund	430240 Road and Street	4928 BLACK DIAMOND BUILDERS	STRT-REMOVE, REINSTA	810.00
1000 General All-Purpose Fund	430240 Road and Street	4730 PIERCE CHEVROLET CHRYSLER	STRT-MOLDING	252.00
1000 General All-Purpose Fund	430240 Road and Street	4730 PIERCE CHEVROLET CHRYSLER	STRT-REPAIR AIRBAG L	100.00
1000 General All-Purpose Fund	430240 Road and Street	000011 MISSION VALLEY POWER	STRT-CITY SHOP	223.17
1000 General All-Purpose Fund	430240 Road and Street	4943 DAN THE PHONE MAN	STRT-CELL PHONE SAVI	79.61
1000 General All-Purpose Fund	430240 Road and Street	4909 BCN2WEB	STRT-GRAPHIC VECTOR	40.00
1000 General All-Purpose Fund	430240 Road and Street	000023 GULL PRINTING	PRKS-NO FISH SIGN FO	40.00
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-ASSORTED FASTEN	2.20
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-SELF DRILL LATH	7.19
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-ASSORTED FASTEN	5.00
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-HEX LAG SCREW	6.20
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-ASSORTED FASTEN	1.25
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-ASST FASTNRS, H	8.04
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-HAMMER HANDLE	5.99
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-HDLE, BLACKSMIT	-6.79

For doc #s from 123711 to 123828

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-F&L SELECT STRU	11.57
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-4X8 CDX, UNF BA	104.09
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-20" WHT BRACKET	47.96
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-CEMENT, DUCCO 1	3.49
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-ASST FASTENERS	6.20
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-ASST MISC PARTS	27.84
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-1/2 UNION, GJ	10.49
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-GALV NIPPLES	8.56
1000 General All-Purpose Fund	430240 Road and Street	000034 WESTERN BUILDING CENTER	STRT-ASSORTED FASTEN	1.50
1000 General All-Purpose Fund	430240 Road and Street	4970 CITY OF POLSON	STRT-SERVICE, MAPS	39.00
1000 General All-Purpose Fund	460430 Parks	4928 BLACK DIAMOND BUILDERS	PRKS-INSTALL EXHAUSE	1,600.00
1000 General All-Purpose Fund	460430 Parks	2665 MERCER WELDING & REPAIR	PRKS-2 FLAT BAR PURC	25.00
1000 General All-Purpose Fund	460430 Parks	000011 MISSION VALLEY POWER	PRKS-CITY PARKS	243.07
1000 General All-Purpose Fund	460430 Parks	000011 MISSION VALLEY POWER	PRKS-KERR DAM/BB FIE	2.05
1000 General All-Purpose Fund	460430 Parks	000011 MISSION VALLEY POWER	PRKS-SACAJAWEA PARK	9.57
1000 General All-Purpose Fund	460430 Parks	000011 MISSION VALLEY POWER	PRKS-1 ST ST E WATR	172.09
1000 General All-Purpose Fund	460430 Parks	000011 MISSION VALLEY POWER	PRKS-BOETTCHER PARK	12.99
1000 General All-Purpose Fund	460430 Parks	4943 DAN THE PHONE MAN	PRKS-CELL PHONE SAVI	36.00
1000 General All-Purpose Fund	460430 Parks	000034 WESTERN BUILDING CENTER	PRKS-F/L SELECT	97.44
1000 General All-Purpose Fund	460430 Parks	000034 WESTERN BUILDING CENTER	PRKS-2X10 F/L SELECT	9.81
1000 General All-Purpose Fund	460430 Parks	000034 WESTERN BUILDING CENTER	PRKS-HEX LAG SCREW	0.52
1000 General All-Purpose Fund	460430 Parks	000034 WESTERN BUILDING CENTER	PRKS-FURRING, ABTCO	25.29
1000 General All-Purpose Fund	460430 Parks	2547 TREASURE STATE CONCRETE	PRKS-3/4 RECYCLE DOG	462.46
Total for Fund:				50,956.65
2001 Fire Impact Fees	420400 Fire Protection and	3025 FIRST BANKCARD	FIRE-BRUTE BED BOX N	2,720.48
Total for Fund:				2,720.48
2020 Police Municipal Services	420140 Crime Control and	000150 PETTY CASH FUND	POLC-MISC PURCHASES	69.68
Total for Fund:				69.68
2394 Building Code Enforcement	420500 Protective Inspections	4883 DAVID SIMONS, JR	BLDG-DS TRAVEL MEALS	151.00
2394 Building Code Enforcement	420500 Protective Inspections	2074 VERIZON WIRELESS	BLDG-CELL PHONE SERV	32.49
2394 Building Code Enforcement	420500 Protective Inspections	2937 G & M AUTO TECH, INC	BLDG-'07 SILVERADO O	59.97
2394 Building Code Enforcement	420500 Protective Inspections	3025 FIRST BANKCARD	BLDG-CLASS REGISTRAT	75.00
Total for Fund:				318.46
2401 Light Maintenance	430263 Street Lighting	000011 MISSION VALLEY POWER	FACL-STRT LGHT-03016	1,442.19
Total for Fund:				1,442.19
2402 Light Maintenance	430263 Street Lighting	000011 MISSION VALLEY POWER	FACL-STRT LGHT-03016	796.22
Total for Fund:				796.22
2720 Police Donations	420140 Crime Control and	999999 DAVID KING PICTURES	POLC-W. CLEVELAND FU	200.00

For doc #s from 123711 to 123828

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
Total for Fund:				200.00
2810 Police Training Fund	420140 Crime Control and	4188 CORY ANDERSON	POLC-CA TRAVEL MEALS	60.00
2810 Police Training Fund	420140 Crime Control and	4465 MTLLEIRA	POLC-MS CONFERENCE R	100.00
2810 Police Training Fund	420140 Crime Control and	4078 KWATAQNUK BEST WESTERN	POLC-DEPOSIT FOR TRA	500.00
2810 Police Training Fund	420140 Crime Control and	4188 CORY ANDERSON	POLC-MLEA TRAINING C	60.00
Total for Fund:				720.00
2820 Gas Apportionment Tax	430240 Road and Street	000241 NORMONT EQUIPMENT CO.	STRT-ELGIN HD GUTTER	294.00
2820 Gas Apportionment Tax	430240 Road and Street	2665 MERCER WELDING & REPAIR	STRT-2 HRS LABOR HAR	150.00
2820 Gas Apportionment Tax	430240 Road and Street	000026 POLSON AUTO PARTS, INC.	STRT-ASSORTED PARTS	97.68
2820 Gas Apportionment Tax	430240 Road and Street	000026 POLSON AUTO PARTS, INC.	STRT-LO BEAM, SCRAPE	187.99
2820 Gas Apportionment Tax	430240 Road and Street	000026 POLSON AUTO PARTS, INC.	STRT-FILTER	79.98
2820 Gas Apportionment Tax	430240 Road and Street	4849 JOHN DEERE FINANCIAL	STRT-GRND WHL, CARB	23.28
2820 Gas Apportionment Tax	430240 Road and Street	4849 JOHN DEERE FINANCIAL	STRT-BOLTS, NUTS,GAL	9.89
2820 Gas Apportionment Tax	430240 Road and Street	000241 NORMONT EQUIPMENT CO.	STRT-VENTURI WELDMEN	372.75
2820 Gas Apportionment Tax	430240 Road and Street	2937 G & M AUTO TECH, INC	STRT-BATTERY	102.00
2820 Gas Apportionment Tax	430240 Road and Street	4049 D & D CUSTOMS AND	STRT-STREET SIGN 6"X	40.00
Total for Fund:				1,357.57
5010 Golf Fund	460446 Golf Course -	000048 MIDLAND IMPLEMENT CO.	GLFM-ASSTORTED TORO	495.62
5010 Golf Fund	460446 Golf Course -	000048 MIDLAND IMPLEMENT CO.	GLFM-ASSORTED NDS PA	141.28
5010 Golf Fund	460446 Golf Course -	000048 MIDLAND IMPLEMENT CO.	GLFM-ASSORTED NDS PA	66.82
5010 Golf Fund	460446 Golf Course -	4825 IBS, INC	GLFM-ASSORT OPTISEAL	133.86
5010 Golf Fund	460446 Golf Course -	000011 MISSION VALLEY POWER	GLFM-GOLF SHED	212.84
5010 Golf Fund	460446 Golf Course -	000011 MISSION VALLEY POWER	GLFM-60 HP PUMP	10.18
5010 Golf Fund	460446 Golf Course -	000011 MISSION VALLEY POWER	GLFM-155 HP PUMP	28.39
5010 Golf Fund	460446 Golf Course -	000011 MISSION VALLEY POWER	GLFM-BAYVIEW PUMP ST	233.05
5010 Golf Fund	460446 Golf Course -	001725 LAKE COUNTY SOLID WASTE	GLFM-WOOD WASTE	10.00
5010 Golf Fund	460446 Golf Course -	2074 VERIZON WIRELESS	GLFM-CELL PHONE SERV	147.21
5010 Golf Fund	460446 Golf Course -	000026 POLSON AUTO PARTS, INC.	GLFM-5GAL HPGEAR OIL	84.99
5010 Golf Fund	460446 Golf Course -	000026 POLSON AUTO PARTS, INC.	GLFM-BATTERY , CORE	97.30
5010 Golf Fund	460446 Golf Course -	000026 POLSON AUTO PARTS, INC.	GLFM-BRAKE & BATTERY	42.45
5010 Golf Fund	460446 Golf Course -	000026 POLSON AUTO PARTS, INC.	GLFM-ASSORTED FILTER	19.31
5010 Golf Fund	460446 Golf Course -	000098 MANGELS MACHINE WORKS	GLFM-PART FOR FERTIL	48.00
5010 Golf Fund	460446 Golf Course -	2418 PARSONS TRACTOR &	GLFM-ASST PARTS	50.77
5010 Golf Fund	460446 Golf Course -	000048 MIDLAND IMPLEMENT CO.	GLFM-DIAPHRAGM IRRIP	66.41
5010 Golf Fund	460446 Golf Course -	000048 MIDLAND IMPLEMENT CO.	GLFM-IRRIPOD DIAPHRA	31.78
5010 Golf Fund	460446 Golf Course -	000048 MIDLAND IMPLEMENT CO.	GLFM-TORO V-BELT	79.19
5010 Golf Fund	460446 Golf Course -	000010 CENTURYLINK	GLFM-TELEPHONE SERVI	149.61
5010 Golf Fund	460446 Golf Course -	000046 BEACON TIRE CENTER	GLFM-TIRE REPAIR	11.00
5010 Golf Fund	460446 Golf Course -	000034 WESTERN BUILDING CENTER	GLFM-ASST HEM FIR SE	296.14
5010 Golf Fund	460446 Golf Course -	000034 WESTERN BUILDING CENTER	GLFM-ASST HEM FIR SE	20.07
5010 Golf Fund	460446 Golf Course -	000644 CITY OF POLSON WATER	GLFM-COURSE RESTROOM	42.13
5010 Golf Fund	460446 Golf Course -	000644 CITY OF POLSON WATER	GLFM-COURSE RESTROOM	45.60
5010 Golf Fund	460446 Golf Course -	000644 CITY OF POLSON WATER	GLFM-COURSE RESTROOM	42.13
5010 Golf Fund	460446 Golf Course -	000644 CITY OF POLSON WATER	GLFM-COURSE RESTROOM	56.82
5010 Golf Fund	460446 Golf Course -	2547 TREASURE STATE CONCRETE	GLFM-3/4 DRAIN, 3/4	447.21
5010 Golf Fund	460447 Golf Course - Pro Shop	000076 LINK'S MANAGEMENT, INC.	GLFP-PRO CONTRCT SER	10,048.76

For doc #s from 123711 to 123828

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5010 Golf Fund	460447 Golf Course - Pro Shop	000011 MISSION VALLEY POWER	GLFP-PRO SHOP/STREET	252.63
5010 Golf Fund	460447 Golf Course - Pro Shop	000603 FLATHEAD VALLEY GOLF	GLFP-ADVRTS MRKTING P	3,000.00
5010 Golf Fund	460447 Golf Course - Pro Shop	3595 DEX MEDIA	GLFP-ADVERTISING	34.00
5010 Golf Fund	460447 Golf Course - Pro Shop	000010 CENTURYLINK	GLFP-TELEPHONE SERVI	167.86
5010 Golf Fund	460447 Golf Course - Pro Shop	000644 CITY OF POLSON WATER	GLFP-PRO SHOP WATER	42.89
5010 Golf Fund	460450 Golf Course Restaurant	3447 SUMMIT BEVERAGE	GLFR-ASST BEERS	63.25
5010 Golf Fund	460450 Golf Course Restaurant	3447 SUMMIT BEVERAGE	GLFR-ASST BEER	423.67
5010 Golf Fund	460450 Golf Course Restaurant	3447 SUMMIT BEVERAGE	GLFR-ASST BEER	41.20
5010 Golf Fund	460450 Golf Course Restaurant	3427 ZIP BEVERAGE	GLFR-ASST BEERS	177.55
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GLFR-FOOD SUPPLY	163.02
5010 Golf Fund	460460 G. C. Restaurant O & M	3306 POLSON PROPANE	GLFR-PROPANE FOR RES	311.86
5010 Golf Fund	460460 G. C. Restaurant O & M	000011 MISSION VALLEY POWER	GLFR-T10204 METER	75.85
5010 Golf Fund	460460 G. C. Restaurant O & M	000010 CENTURYLINK	GLFR-TELEPHONE SERVI	124.21
5010 Golf Fund	460460 G. C. Restaurant O & M	4664 CHARTER COMMUNICATIONS	GLFR-TV/INTERNET SER	195.34
5010 Golf Fund	460460 G. C. Restaurant O & M	000644 CITY OF POLSON WATER	GLFR-RESTAURANT WATE	42.89
5010 Golf Fund	490200 Revenue Bonds	4668 GLACIER BANK	GLFM-BOND PRINC PAYM	50,773.22
5010 Golf Fund	490200 Revenue Bonds	4668 GLACIER BANK	GLFM-BOND INTEREST P	1,619.91
			Total for Fund:	70,668.27
5210 Water Fund	430500 Water Utilities	4605 THIRD EYE TECHNOLOGIES,	WATR-UB ISSUES ON CL	90.63
5210 Water Fund	430500 Water Utilities	000414 BROWN'S JEWELRY STORE	WATR-CUT & ENGRAVE P	5.00
5210 Water Fund	430500 Water Utilities	2434 MISSION VALLEY AUTO, INC.	WATR-'98 FORD REPAIR	24.25
5210 Water Fund	430500 Water Utilities	2434 MISSION VALLEY AUTO, INC.	WATR-'07 SILVERADO R	871.43
5210 Water Fund	430500 Water Utilities	3025 FIRST BANKCARD	WATR-TP TRAVEL LODGI	147.56
5210 Water Fund	430500 Water Utilities	3025 FIRST BANKCARD	WATR-JC TRAVEL LODGI	218.16
5210 Water Fund	430530 Source of Supply and	000011 MISSION VALLEY POWER	WATR-WELLS, BOOSTER	2,395.32
5210 Water Fund	430530 Source of Supply and	000011 MISSION VALLEY POWER	WATR-RVERSIDE RESTRO	110.31
5210 Water Fund	430530 Source of Supply and	000011 MISSION VALLEY POWER	WATR-RVERSIDE LIFT-S	12.81
5210 Water Fund	430530 Source of Supply and	000011 MISSION VALLEY POWER	WATR-WELLS 6 & 7	541.29
5210 Water Fund	430530 Source of Supply and	000916 WHEALON CONSTRUCTION	WATR-WHITE TRUCK BED	225.00
5210 Water Fund	430550 Transmission and	2665 MERCER WELDING & REPAIR	WATR-8 FLATBARS	61.75
5210 Water Fund	430550 Transmission and	3306 POLSON PROPANE	WATR-PROPANE FOR SHO	224.21
5210 Water Fund	430550 Transmission and	4159 REXEL INC, d/b/a PLATT	WATR-FAST ACT MINI F	16.20
5210 Water Fund	430550 Transmission and	000026 POLSON AUTO PARTS, INC.	WATR-REVSBLE MECH VI	389.00
5210 Water Fund	430550 Transmission and	000026 POLSON AUTO PARTS, INC.	WATR-DOOR HANDLE	34.86
5210 Water Fund	430550 Transmission and	000026 POLSON AUTO PARTS, INC.	WATR-WARNING LIGHT	16.99
5210 Water Fund	430550 Transmission and	000026 POLSON AUTO PARTS, INC.	WATR-WINCY ASSY	424.94
5210 Water Fund	430550 Transmission and	000026 POLSON AUTO PARTS, INC.	WATR-VENTVISOR, LOCK	95.64
5210 Water Fund	430550 Transmission and	000026 POLSON AUTO PARTS, INC.	WATR-ASSORTED PRODUC	64.63
5210 Water Fund	430550 Transmission and	000026 POLSON AUTO PARTS, INC.	WATR-BRAKE PADS, BRA	126.51
5210 Water Fund	430550 Transmission and	000010 CENTURYLINK	WATR-DSPNSR & WELL 6	217.41
5210 Water Fund	430550 Transmission and	000034 WESTERN BUILDING CENTER	WATR-PREMIX CONCRETE	125.09
5210 Water Fund	430550 Transmission and	2547 TREASURE STATE CONCRETE	WATR-GRADE RINGS	44.80
5210 Water Fund	430550 Transmission and	2547 TREASURE STATE CONCRETE	WATR-TOPSOIL	299.10
5210 Water Fund	430560 Geographical Information	000282 QUILL CORPORATION	W-G.I.S.-HP TONER	34.04
5210 Water Fund	430560 Geographical Information	4937 SALISH KOOTENAI COLLEGE	WATR-FN TUITION 3RD	328.88
5210 Water Fund	430570 Customer Accounting and	000150 PETTY CASH FUND	WATR-MISC PURCHASES	13.92
			Total for Fund:	7,159.73
5310 Sewer Fund	430600 Sewer Utilities	4605 THIRD EYE TECHNOLOGIES,	SEWR-UB ISSUES ON CL	90.62

03/31/16
10:25:29

City of Polson
Claim Details by Fund, Account
For the Accounting Period: 3/16

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Report ID: AP100Z

For doc #s from 123711 to 123828

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5310 Sewer Fund	430600 Sewer Utilities	000414 BROWN'S JEWELRY STORE	SEWR-CUT & ENGRAVE P	5.00
5310 Sewer Fund	430600 Sewer Utilities	2434 MISSION VALLEY AUTO, INC.	SEWR-'98 FORD REPAIR	24.24
5310 Sewer Fund	430600 Sewer Utilities	2434 MISSION VALLEY AUTO, INC.	SEWR-'07 SILVERADO R	871.43
5310 Sewer Fund	430600 Sewer Utilities	3025 FIRST BANKCARD	SEWR-TP TRAVEL LODGI	147.55
5310 Sewer Fund	430600 Sewer Utilities	3025 FIRST BANKCARD	SEWR-JC TRAVEL LODGI	218.16
5310 Sewer Fund	430630 Collection and	3306 POLSON PROPANE	SEWR-PROPANE FOR SHO	224.21
5310 Sewer Fund	430630 Collection and	4159 REXEL INC, d/b/a PLATT	WATR-PILOT DRILL BIT	4.35
5310 Sewer Fund	430630 Collection and	000011 MISSION VALLEY POWER	SEWR-PUMP/LIFT STATI	3,202.53
5310 Sewer Fund	430630 Collection and	000026 POLSON AUTO PARTS, INC.	SEWR-G-RINGS, HYD JA	6.23
5310 Sewer Fund	430630 Collection and	000026 POLSON AUTO PARTS, INC.	SEWR-O-RINGS, AIR FR	4.02
5310 Sewer Fund	430630 Collection and	2310 INDUSTRIAL CHEMICAL LABS	SEWR-ROOT BEGONE	102.36
5310 Sewer Fund	430630 Collection and	000010 CENTURYLINK	SEWR-TELEPHN SERVICE	189.87
5310 Sewer Fund	430630 Collection and	000010 CENTURYLINK	SEWR-LAGOON LAB	106.96
5310 Sewer Fund	430630 Collection and	000916 WHEALON CONSTRUCTION	SEWR-WHITE TRUCK BED	225.00
5310 Sewer Fund	430640 Treatment and Disposal	2547 TREASURE STATE CONCRETE	SEWR-GRADE RINGS	44.80
5310 Sewer Fund	430640 Treatment and Disposal	2547 TREASURE STATE CONCRETE	SEWR-TOPSOIL	299.09
5310 Sewer Fund	430660 Geographical Information	000282 QUILL CORPORATION	S-G.I.S.-HP TONER	34.04
5310 Sewer Fund	430660 Geographical Information	4937 SALISH KOOTENAI COLLEGE	SEWR-FN TUITION 3RD	328.87
5310 Sewer Fund	430670 Customer Accounting and	000150 PETTY CASH FUND	SEWR-MISC PURCHASES	12.50
			Total for Fund:	6,141.83
			Total:	142,551.08

CITY OF POLSON COMMISSION MEETING

7b.

Commission Chambers

March 21, 2016

6:00 p.m.

ATTENDANCE: Mayor Heather Knutson, Commissioners Coutts, Donovan, Siler, Southerland, and Turner, City Manager Mark Shrives, City Clerk Cora Pritt

ABSENT: Commissioner Erickson

OTHERS PRESENT (who voluntarily signed in): Dave DeGrandpre, Elsa Duford, Lita Fonda, Mark Johnston, Mike Lies, Gil Mangels, Bonnie Manicke, Lee Manicke, Link Moderie, Mark Nunlist, Tony Porrazzo, and Joslyn Shackelford

CALL TO ORDER: (00:12) Mayor Knutson called the meeting to order. The Pledge of Allegiance was recited. Roll call was taken.

APPROVAL OF PROPOSED AGENDA (01:10) - Commissioner Turner motion to approve the proposed agenda. Commissioner Donovan second. City Commission discussion: none Public comment: none **VOTE: Unanimous Motion carried**

PUBLIC COMMENT ON SIGNIFICANT MATTERS TO THE PUBLIC NOT ON THE AGENDA (01:52)-Elsa Duford-Ward II commented that she wanted to bring a couple of things that were not included in the minutes from the last meeting. The property owned by the City that needs to be attended before the fire season was not included. Also, Elsa gave a voter's registration card to the Mayor and City Clerk to share with anyone that has questions about the card. Mayor Knutson commented that she had put a note on her personal calendar to review the property that Elsa discussed before fire season.

CONSENT AGENDA (04:34)-(a). March 1-17, 2016 claims, (b). City Commission meeting Minutes March 7, 2016, **Commissioner Coutts motion to approve the Consent Agenda. Commissioner Siler second.** Commission discussion: none Public comment: none **VOTE: Unanimous Motion carried.**

CITY MANAGER COMMENTS (05:28)-City Manager Shrives commented on the following: The City has received a letter from the Polson Fairgrounds, Inc. requesting a letter of support. The Lake County Commissioners are exploring the idea of building an Event Center on the fairgrounds. City Commission advised City Manager Shrives to write the letter of support. The City Clean Up will occur on Friday, May 6, 2016. Fire Chief Cottle was asked to update the Commission on a few items. Fire Chief Cottle reported that the Fire Department is currently applying for a grant that would pay wages for a new employee. This grant would pay the wages two years. The grant needs to be turned in by March 25th. In the event the City is unable to meet the deadline, then the City will apply next year. There is a safety problem with the Ladder Truck. A certified mechanic from Missoula, MT has looked at the engine and determined that the engine is not safe for use in the current condition. It will take approximately \$15,000.00 to bring the engine up to standards that it can be used. It will be six weeks before the mechanic can begin working on the engine. Commissioner Turner asked what it would take to get one of the City's mechanics certified to work on Fire engines. Chief Cottle answered he would look into that. Commissioner Southerland asked what would be the approximate cost for a new engine. Chief Cottle replied approximately \$800,000.00 to 1,000,000.00. Commissioner Turner asked what the current value of the engine is before any repair. Chief Cottle replied \$50,000.00 to \$100,000.00. Mayor Knutson commented that in the next budget year begin budgeting for a new engine. Chief Cottle also reported that the new brush truck is 75% completed and will be coming in under budget. Commissioner Siler asked

about the activity at a house located on 7th & 15th. Chief Cottle commented that the Fire Department is using that home as training, with the permission of the home owner's.

LOCAL GOVERNMENT CENTER STRATEGIC PLANNING WORKSHOP REPORT (16:28)- Blake Christensen, Assistant Director Local Government Center presented this agenda item. Mr. Christensen and Mr. Clark had facilitated a Strategic Planning workshop with the Commission and the City Department Heads on Saturday, February 27, 2016. This is a follow-up report on what was accomplished at the meeting. The Mission Statement and Vision Statement were written as well as the Core Values. The City of Polson Goal Themes are; 1. Community Outreach and partnerships 2. Planning and Annexation, 3. Funding and Finance, 4. Organizational Capacity Building, 5. Infrastructure and Facilities. This is a living document that will change as needed. The next step will be to identify the strategy, action, and resources to implement the goals. The City Manager will now be in charge of planning the strategy and action along with the department heads. These goals are what the City wants to occur in the next 3 to 5 years. This document will help the community identify where the City of Polson is heading. Public Comment: **Lita Fonda** commented that this sounded like a good thing. Seems to be very complimentary with the Heart and Soul project.

AMEND SPECIAL USE PERMIT #15-02, POLSON YOUTH SOCCER COMPLEX (42:19)-This agenda item was presented by City Planner Kyle Roberts. The Polson Youth Soccer Association is requesting an amendment to their Special Use Permit (SUP) to change the parking lot and a new access drive to and from the facility. The SUP was originally approved April 21, 2015. The new Entry/Exit would be one 40 foot access instead of two 20 foot accesses. The Parking lot has been changed to reflect the new Entry/Exit. This new Entry/Exit will accommodate a fire truck entry, turn around, and exit as well as pedestrian traffic, athlete drop off and pick up, bus, motor coach and RV parking. The City County Planning Board has recommended approval of the amendment. **Commissioner Turner motion to approve the amended Special Use Permit request for the Polson You Soccer Complex on behalf of Alpine Landscape & Design, LLC, Joslyn Shackelford. Commissioner Southerland second.** Commission discussion: none Public Comment: **Gil Mangels**-commented that the parking lot should be paved. The amount of dust is tremendous and causes problems. The water truck that is used only makes a muddy mess and soon the dust returns. **Elsa Duford**-commented about the access for school buses. Will there be enough room to accommodate the unloading/loading of students. Joslyn Shackelford commented that there will be more than enough room in the parking lot for unloading/loading of students. **Commissioner Coutts** commented that he had spoken with Tana Seeley, Mission Valley Aquatics, regarding what the neighbors of the Complex thought. Tana was very supportive. The parking lot will eventually be paved. **VOTE: Unanimous Motion carried**

APPROVE RESOLUTION TO AUTHORIZE MATCHING FUNDS (51:54)-City Finance Officer Cindy Dooley presented this agenda item. This Resolution is to provide matching funds from the Sewer Fund for the Department of Commerce Treasurer State Endowment Program (TSEP) grant. The City of Polson was awarded a \$750,000.00 grant to assist in the construction of the new waste water recovery facility. This Resolution will demonstrate the City's commitment to the project by providing local funds in the amount of \$1,200,000.00. The Resolution will allow the project to continue moving forward. Mayor Knutson asked what the interest rate would be. City Finance Officer Dooley replied 2.9%. **Commissioner Siler motion to approve Resolution No. 2016-tbd to provide matching funds for the TSEP grant in the amount of \$1,200,000.00. Commissioner Donovan second.** Commission discussion: none Public comment: none **VOTE: Unanimous Motion carried**

7:00 p.m. PUBLIC HEARING (58:17)

Mayor Knutson reminded the Commissioners that this will be the Public Hearing to listen to comments from the citizens regarding the proposed Polson Development Code. There will be no discussion during the public hearing. Before Public comment, there will be a brief presentation by the City Planner Kyle Roberts. When addressing the Commission, please state your name and ward number or address. Once

public comment is over, the Public Hearing will be closed, then the Commission will return to the remaining agenda items on their regularly scheduled meeting agenda.

Mayor Knutson then opened the Public Hearing. (59:18)

City Planner Kyle Roberts gave a brief history of the last 7 years spent rewriting the Polson Development Code. In 2009 Dave DeGrandpre, Land Solutions, was hired to re-write the Polson Development Code. There was also a volunteer committee formed. The City Manager went through the draft with the committee line by line. In the summer of 2014 the City County Planning Board began holding workshops to review the document. In the autumn of 2015 Lake County opted to pull out of the Polson Development Code so the document had to be reworked to remove any reference to the County changing the document to City only. During the last 6 months, there have been 3 Public Hearings conducted by the City County Planning Board with many changes occurring. There have been approximately 15-20 changes to the document as a result of these hearings. The draft does comply with State Zoning Regulations. Dave DeGrandpre commented that this has been an extensive process with no stone left unturned. The amount of volunteer time from the committee has been quite a lot and they have done an incredible job. Mayor Knutson asked the number of volunteers on the committee. Dave DeGrandpre replied there were 7.

Mark Johnston-Ward 1-regarding the proposed changes, our area was re-drafted as a Transitional Zoning District. A zone away from single family housing to a place that could have multi-family houses, and smaller boutique style shops and businesses. The infrastructure around where Mr. Johnston lives is dilapidated. This year a large part of the road was tore up to install a main water line. The comments made during that time was that it would only be a matter of a few years before the sewer lines would need to be replaced. They did kind of a half kind of a job on replacing the street. There are no sidewalks in the area. Parking is problematic because we have a lot of people that come down to the lake and park along that area. Just concerned that the added stress of more homes, more businesses there will be a fight for what's there. Mr. Johnston commented that he is always questioning what the driving force is. Three years ago when Mr. and Mrs. Johnston moved to Polson, they walked downtown and saw that 30-40% of the businesses on Main St. had for sale, for rent, out of business signs. The concern is if we open up more places to have small businesses we will have more places that will have unsuccessful small businesses. Mr. Johnston also commented on recreational vehicle parking on the streets of Polson. Recreational vehicles are parking essentially in the Johnston's lawn because there is no sidewalk, no separation of the property from the street. People come, park their recreational vehicles there, literally take out folding chairs, their dogs are right up next to the fence, and they smoke cigarettes. The new ordinance limits the parking to 24 hours but imagine having someone living in your yard for 24 hours. They can move 30 feet away and park somewhere else. It is a little bit trickier in the summer months. Mr. Johnston would like to see no recreational vehicle parking allowed. There are camp grounds for that.

Elsa Duford-Concern was expressed at the City County Planning Board months ago regarding the accessory units. It was written so strangely, if you didn't do something just right, it was an incomplete statement. On page 6 on one sheet it reads; Accessory dwelling unit. The purpose and on 119 is the page number on the second sheet. The purpose; The purpose of these performance standards is to allow efficient use of the existing housing stock and infrastructure, provide housing options that respond to changing household sizes and needs, provide a means for residents-particularly seniors, single parents and empty-nesters—to remain in their homes and neighborhoods, obtain extra income, security, companionship and assistance, and to provide a broader range of affordable housing options. The first time Elsa discussed this, there were sentences missing from it. It went from that to a violation of the terms and to a penalty. Violation of terms. In the event that any of these terms is violated, the owner shall provide for the removal of the accessory dwelling improvements and restore the site to its principal use. Violations of these standards will be prosecuted to the fullest extent of the law. What does a person do, after reading the purpose of this, to warrant such harsh penalties? A lot of the homes on 15th Avenue, where Elsa lives, have spare rooms and basements. These are homes that could be used as described on here. The idea of having a penalty attached and having to sign this deed restriction it would make it not comfortable at all to want to do this on a regular basis. You would have to get your use back to what it

was originally was if you wanted to sell your property. It got very complicated in a very nice idea to start with. Elsa commented that she thinks this needs to be looked at. She can't agree with a penalty attached to something like this. This section needs to be revised again. Long-time residents should be penalized for making use of their homes, especially seniors, if they needed extra income.

Sam Jacobson-Ward III-a member of the City County Planning Board. Elsa just spoke to one issue that we were in the midst of how do we enforce this? Where would we find in the budget for Polson Development Code Police? If we are going to add something legally like Accessory dwelling units, there needs to be fairly narrow, fairly restrictive ways to go about it so that we don't wind up with passing it one to the next or actually turning a single family dwelling into a duplex. If you have someone living in your basement, and 10 years from now decide to sell the home, you will have to return it to a single family residence or ask for a Special Use Permit. Our number one problem with a lot of things that we wrestled with is how do you enforce that? We have way too many things in the City that are already in violation and not a good way to fix it. Sending a complaint letter to the City Attorney is about the only way to enforce a lot of these regulations. We haven't come up with a good solution. Right now, once it is done and constructed, it will require a citizen's complaint thru the City Attorney. There are a lot of zoning issues that don't make sense that will have to be addressed in the future. It is not a perfect document. The committee has spent 7 years putting this document together. Any zoning can still be addressed.

Lee Manicke-Ward II- First Lita wrote you a rather lengthy letter and I would like to think that you should take that letter and find the chapter and paragraph and compare what she is trying to say. She has some good comments in those things. There are some errors that could be corrected. One of the things is the Accessory dwelling particularly on small lots, or 7,000 foot lots. She makes a fairly good case on why that should not be the case. Mr. Manicke agrees with her comments. Another comment that she has and I have is the Planning Board, on the west side of 1st St West, made a row of Central Business District, for the four lots that go from 4th Ave. to 7th Ave. That is presently proposed to be Old Town with a 55% lot coverage, 35 foot building height. If it goes to Central Business District, and it's a commercial building, it can have 100% lot coverage and a 50 foot building height. There's only one or two people in the room that would like to have a 50 foot building right next to their house with a zero lot line. That is a mistake. There may be some provision for modifying that to have some kind of thing like a Transition Zone but it ought not to be Central Business District. In 1998 the proposal to change the first lot, the vacant lot to Highway Commercial. That was a discussion only for the City Council but there was quite a bit of opposition. It obviously didn't happen but the Planning Board was just trying to get a feel for changing that lot. At the first and last Public Hearing with the City County Planning Board I suggested there was an error in the Transition Zone. There seemed to be some reluctance to change that. The north half of block six, lots one through six, in 1998 were changed from Transition to Central Business District. That is not shown on the current map. There is also on the map, north of the library, a Transition Zone. Not sure that should be either. A zoning map of 11/30/2000 shows that as a Central Business District. On another map the half a block is shown as Transitional Zone, it should be Central Business District because it was done back in 1998. Have the Council public hearing minutes that identifies where zone was changed from Transition to Central Business District. It identifies where it is, down the center line of 1st Avenue and 2nd St. W. rather than move the line across the entire right-of-way. The Council meeting where this was approved, along with the Ordinance. All I want to do is get it right. It's wrong now, let's change it.

Tim McGinnis- 36572 Terrace Court (out of the City)-on the re-write committee and the City County Planning Board. What we are trying to do is the idea of zones that have higher density closer to town and circles that come out with less density. One of the goals was to try and revitalize downtown. Some of the changes will encourage revitalization of downtown. There are several members of the committee as well as the Planning Board. If you have any questions, please let us know. This is a well, very vetted document.

Lita Fonda-Ward I-thank you for looking at my comments. I appreciate that since I was able to give you written comment, I don't have to stand here and read through all of those. I would be happy to clarify anything in there that is confusing or that you might have questions on. There were others that submitted written comments at the City /County Planning Board level. The Flathead Lakers put in a comment on some of the Resort Zoning District proposals. The Gilchrist and some other people they know had written comment supporting the Old Town District as it was originally proposed. I appreciated that Todd Erickson got together with me and we actually stood at the site of some of these things. I think if you look at the places that you are working on, it makes a difference. I appreciated him coming out. A lot of it, with the Code, just depends on where you see the balance point. That's why some of the difference of opinions come back. We all see different place where the balance is for Polson. It is tough to work through that, so I hope that you will help us to work through that and find a good balance for this document. I did want to add one comment. I was listening to what Elsa had to say and what I heard may have not been what she meant. It sounds like she was talking about an apartment within a dwelling. That is already allowed in the current code and would be allowed in the revised code. The part with the Accessory dwelling would be a separate detached dwelling and it was done very carefully. In Low Residential Zoning District (LRZD) I believe that is the district that Elsa lives in, you could have the mother-in-law apartment but in order to have the Accessory dwelling, the way the code is currently written, you would need to have an acre. It was too low for MRZD, and may be a little high for LRZD.

Gil Mangels-36094 Memory Lane-served on the City County Planning Board. Was going to address some of Lita's objections to 1st St W. I believe we had a unanimous vote to split that block. It would open up those empty lots facing, or facing 1st St. W. to businesses. It would be clean industry businesses, service type businesses. In my way of thinking that would be much better than having, I'm not against families, I've got great-grandchildren that I love and, but I would much rather see a clean business like dental shop or lawyers office, not that we need one more in the community but rather than having children laughing all hours of the evening, those service businesses would normally be 8 or 9 to 5. You wouldn't have bicycles left out in the alley. You wouldn't have barking dogs. She mentioned that it was dangerous to cross the street. I do business with DeVries and I park, plenty of parking along that empty lot there and I've never had the danger of being hit yet. There's a barn that was owned by the Reynold's family. At some point that will come down. Clean businesses would make better neighbors than the alternative. Some people say that they're racing through to go to 7th Ave. because there's no stop sign. Do we need more stop signs in town? A lot of people say that we have too many. We ought to take out every other one on Main St. You get a lot more noise, a lot more pollution the more stop signs you have. I think that's probably all of the things that I wanted to address.

Dennis Duty-33425 Hellroaring-been a long time coming. Just a couple of comments. It's been said a couple of time, there's been a difference of opinion on a many of the items. I just want to address Resort Zoning real quick. This is an area where we discussed having higher density. An area to have a higher commercial resort development which I think will really help the downtown area. We can get some area where we can get some higher density. Hopefully some people coming in here with their boats, spending money in our town. That's the whole idea. Some options to be able to build some things for example a tiki bar or something like that on the water. These are the ways that can happen. This is the zoning district that is planned for that. The changes that the Planning Board have made and recommended to you, I think are important and also good changes. So I hope you will address those as you look through this and approve them as we've proposed them here in this document. I've been on it from day one on this. I don't know how many hours I've personally committed but I think we've really vetted this. I think the Planning Board really vetted it and I think it's time to move on and get this thing approved so that we can proceed. It's difficult in our current zoning because we're making changes and trying to apply what's gonna happen in the future to today's document. Let's get this done so that we can start the planning process to proceed with how we envision our community moving forward. Hopefully we can get this done. Thank you.

Mayor Knutson-Thank you all again for sharing with us. I wanted to make sure that I mentioned some of the letters I received as well as public comment. Two of the folks, Lita and Gil were here today and

represented theirs. The only other one that I received that are not here today was from the Flathead Lakers. I believe you all have that sitting in front of you as well. I just wanted to make sure that you had an opportunity to review that. Since they're not here to speak, I just wanted to mention a couple of their comments that were in the initial email versus within their letter. The first one that they sent just recognized the Flathead Lakers opposing the proposal to reduce the set-back shoreline buffer that applies to the revised Polson Development Code. We also oppose the new proposal to increase the allowed impervious surface area coverage to 80%. These changes would reduce the filtering and absorption of pollutants carried by storm water. Flathead Lake benefits the City residents and our economy in many ways. Maintaining the existing regulations is important for the future of the lake and clean water. Flathead Lakers gave a recommendation of 50% impervious coverage.

Commissioner Todd Coutts-a few comments from the members of my ward echoing what Lita is saying about extending the Central Business across the street. I actually spent time over there today wandering around and talking to a handful of people that were home. I got a sense that most of them weren't very happy about it. A lot of them didn't even know of course. But if we're sharing what we heard in terms of comments, I would put that out there. The people that live there were concerned about having a commercial development boarding their yard with no set-backs, bigger buildings. The other thing that I heard over and over was parking. I think a lot of people that live in that neighborhood already have parking issues. Walking around even in the day when I thought most people would be gone, their parking is at a premium already.

Mayor Knutson closed the Public Hearing at 7:48 p.m. (01:44:48)

Mayor Knutson then returned back to the original session agenda.

ANNUAL FINANCE REPORT PRESENTATION (01:45:10)-City Finance Officer Cindy Dooley presented this agenda item. Finance Officer Dooley gave the following power point presentation:



TWO SETS OF FINANCIAL STATEMENTS

Government-Wide Financial Statements

- o Statement of Net Position
- o Statement of Activities
- o Includes short-term and long-term receivables and liabilities
- o Similar to private-sector financial statements

Fund Financial Statements

- o Balance Sheet
- o Statement of Revenues, Expenditures and Changes in Fund Balances
- o Includes only short-term receivables and liabilities
- o Enterprise Funds same as Government-wide but more detail

SUMMARY OF MANAGEMENT'S DISCUSSION AND ANALYSIS

- o The assets and deferred outflows exceeded liabilities and deferred inflows by \$23,285,911 for FY2015. \$3,006,064 is unrestricted *net position*.
- o The *net position* decreased by \$281,613
- o The governmental funds combined *fund balance* was \$1,663,803, an increase of \$284,194 from FY2014
- o The general fund unassigned *fund balance* was \$598,913 or 26.37% of general fund expenditures and other financing uses
- o The City's total debt increased \$1,923,129 or 85.48% over the previous year

GOVERNMENT-WIDE STATEMENT OF NET POSITION SUMMARY

	Governmental Activities		Business-type Activities		Total	
	2015	2014	2015	2014	2015	2014
Capital assets	\$ 1,287,128	\$ 1,277,027	\$ 2,845,771	\$ 2,752,624	\$ 4,132,899	\$ 4,029,651
Land	437,114	436,985	2,354,771	2,344,000	2,791,885	2,780,985
Buildings	11,748	11,748	2,491,000	2,408,600	2,502,748	2,420,585
Equipment	838,266	828,294	99,000	100,024	937,266	928,609
Other capital assets	10,000	10,000	0	0	10,000	10,000
Current assets	1,025,128	1,025,128	1,025,128	1,025,128	2,050,256	2,050,256
Accounts receivable	145,000	138,000	30,000	40,000	175,000	178,000
Inventory	15,000	15,000	0	0	15,000	15,000
Prepaid expenses	1,005,128	1,005,128	1,025,128	1,025,128	2,030,256	2,030,256
Other current assets	0	0	0	0	0	0
Deferred outflows of resources	20,500	0	0	0	20,500	0
Net position	\$ 2,332,756	\$ 2,302,155	\$ 3,870,999	\$ 3,777,752	\$ 6,203,755	\$ 6,079,907
Liabilities	550,000	550,000	550,000	550,000	1,100,000	1,100,000
Accounts payable	15,000	15,000	0	0	15,000	15,000
Accrued liabilities	535,000	535,000	550,000	550,000	1,085,000	1,085,000
Other liabilities	0	0	0	0	0	0
Net position	\$ 1,782,756	\$ 1,752,155	\$ 3,320,999	\$ 3,227,752	\$ 5,103,755	\$ 4,979,907

GOVERNMENT-WIDE STATEMENT OF ACTIVITIES SUMMARY

	Governmental Activities		Business-type Activities		Total	
	2015	2014	2015	2014	2015	2014
Revenues						
Property taxes	\$ 1,200,000	\$ 1,150,000	\$ 1,500,000	\$ 1,450,000	\$ 2,700,000	\$ 2,600,000
Sales taxes	100,000	100,000	0	0	100,000	100,000
Intergovernmental	500,000	500,000	0	0	500,000	500,000
Investment income	100,000	100,000	0	0	100,000	100,000
Other revenues	100,000	100,000	0	0	100,000	100,000
Expenses						
Salaries and benefits	800,000	800,000	1,000,000	1,000,000	1,800,000	1,800,000
Travel	50,000	50,000	0	0	50,000	50,000
Utilities	100,000	100,000	0	0	100,000	100,000
Depreciation	150,000	150,000	0	0	150,000	150,000
Other expenses	100,000	100,000	0	0	100,000	100,000
Net change in net position	\$ 1,032,756	\$ 1,002,155	\$ 370,999	\$ 377,752	\$ 1,403,755	\$ 1,379,907
Beginning net position	\$ 1,250,000	\$ 1,300,000	\$ 3,500,000	\$ 3,400,000	\$ 4,750,000	\$ 4,700,000
Ending net position	\$ 2,282,756	\$ 2,302,155	\$ 3,870,999	\$ 3,777,752	\$ 6,153,755	\$ 6,079,907

SO WHAT HAPPENED?

- o GASB 68 and 71 brought a change in Pension Accounting
- o Caused the prior year Net Position to drop \$1,317,877 for governmental funds & \$727,044 for business-type funds for the City's portion of the prior year net pension liability
- o Added a separately stated net pension liability to the Statement of Net Position along with deferred outflows and deferred inflows of resources
- o Created a negative unrestricted net position for governmental funds of (\$753,329)

WHAT IS GASB 68 & GASB 71?

- o The Governmental Accounting Standards Board (GASB)
- o Issues accounting standards for state and local governments
- o GASB 68 fundamentally changed the accounting for pension benefits. GASB 71 amends the deferred outflows reporting
- o Prior to GASB 68 the City recorded pension expense each year on a "pay-as-you-go" basis
- o Post GASB 68 the City will continue to record pension expense each year but it will be adjusted for changes in the City's share of the net pension liability and deferred outflows and inflows

CITY OF POLSON PENSION BENEFITS

FY2015	PERS	MPORS
Employee	7.90%	9.00%
Employer	8.17%	14.41%
State	10%	29.37%
Total	16.17%	52.78%

PERS offers *defined benefit* and *defined contribution* plans while MPORS offers only a *defined benefit* plan.

In a defined benefit plan, an employer is exposed to the risk that the combination of employer contributions and investment earnings may be insufficient to pay promised benefits, in which case the employer is **obligated** to make up the difference. Conversely, in a defined contribution plan, the employer promises only to make regular agreed-upon contributions, leaving the risk with the employee that earnings will not be as anticipated.

DEFINED CONTRIBUTION ISSUES

- The PERS and MPORS retirement programs both have an unfunded net pension liability
- State and local governments will now be required to report their share of this unfunded liability as a long-term liability on their Statement of Net Position
- The reporting will be one-year in arrears so that the reported amounts will have been audited
- Governments are not being asked to fund this liability at this point – although they are “on the hook” for the amount reported

PERS		MPORS	
Employee proportion of NPL at June 30, 2013	\$1,947,927.54	Employee proportion of NPL at June 30, 2013	\$3,244,425
Employee proportion of NPL at June 30, 2014	\$1,977,400	Employee proportion of NPL at June 30, 2014	\$3,487,024
Employee proportion of NPL at June 30, 2014	\$1,977,400	Employee proportion of NPL at June 30, 2014	\$2,129,959.19
Employee proportion of NPL at June 30, 2014	\$1,977,400	Employee proportion of NPL at June 30, 2014	\$2,129,959.19
Employee Pension Expense for year ended June 30, 2014 including support revenue	\$116,082.99	Employee Pension Expense for year ended June 30, 2014 including support revenue	\$69,185.68
Support Revenue provided by the State of Montana	\$1,369.59	Support Revenue provided by the State of Montana	\$46,339.99
Support Revenue provided by Coal Severance Tax	\$41,325.10	Support Revenue provided by Coal Severance Tax	\$0
Total Deferred Outflows	\$16,404.00	Total Deferred Outflows	\$17,424.61
Total Deferred Inflows	\$391,477.54	Total Deferred Inflows	\$26,146.98

HOW IS THE NPL DETERMINED?

- o Actuaries follow a three-step process to determine the net pension liability
 - **Projection** – the actuary makes a determination of the number and amount of future benefit payments for each employee based on assumptions about rate of inflation, pay increases, retirement age, turnover, etc.
 - **Discounting** – the present value of those benefits needs to be determined to know the amount of dollars needed today to fund the payments in the future. A rate of return on investment is usually used.
 - **Allocation and amortization** – an amount for the current pension expense and an amount that will decrease the “gap” in funding is calculated

NPL (CONTINUED)

Present value of pension benefits
attributable to past service (*total pension
liability*)

Less: Resources currently available in the pension
trust to pay benefits (*net fiduciary position*)

Amount reported as a liability by the
employer (*net pension liability*)

NOTES TO THE FINANCIAL STATEMENTS

- o More information can be obtained by reading Notes 9, 10 & 11 of the FY2015 Annual Financial Report (AFR)
- o View the City's (AFR) report on the website at:
<http://www.cityofpolson.com/pdf/AFR2015.pdf>
- o MPERA's reports can be found on their website at:
<http://mpera.mt.gov/annualReports.shtml>

APPROVE FIRST READING OF ORDINANCE TO ADOPT THE ZONING REGULATIONS AND ZONING MAP FOR THE CITY OF POLSON DEVELOPMENT CODE 2016 (02:06:58)- City Planner Kyle Roberts, City Manager Mark Shrives, and David DeGrandpre, Land Solutions, LLC presented this agenda item. City Planner Kyle Roberts commented that this is the first reading and any changes recommended by the Commission can be made. **Commissioner Donovan motion to approve the first reading of Ordinance to adopt the zoning regulations and zoning map for the City of Polson Development Code 2016. Second from Commissioner Turner.** Commission discussion: Commissioner Coutts commented that there is a typo on page 82, under Parking, about three quarters of the way down on the page there is a "1" missing. Commissioner Siler commented that there is a typo on page 22-Overlay District #4 on page 20 there is already a "4", so this one needs to be changed to a "5". Commissioner Siler also asked for a chapter on each section. City Planner Roberts answered that the formatting will be cleaned up at the end. Commissioner Siler also asked if the document will be spiral bound or loose leaf. City Manager Shrives commented that that hasn't been decided yet. Mayor Knutson brought up a couple of items. The recommendation on the projected daily vehicle trips, at one point it was recommended by the City Planner to be 500 vs. 1000 and 1000 was written into the code. City Planner Roberts explained that the threshold of 1000 didn't make sense for Polson. David DeGrandpre commented that the City County Planning Board recommended the higher threshold for a large scale development. Dennis Duty commented that in order to expedite the Special Use Permit within the Highway Commercial Zoning District the review process has been changed. If the development will only have an impact of 500 vehicle trips, it will not impact the City as much. If there is a larger development with 1000 vehicle trips then it may require a Special Use Permit review. Mayor Knutson also asked on page 98, x3. RV, campers being parked outside of their residence on the street. If this is going to not be permitted, there will be some problems with this. City Manager Shrives answered that the enforcement will be complaint driven. Mayor Knutson then commented on page 100 in reference to vacation rentals by owners and the Bed & Breakfast how are other communities addressing this? David DeGrandpre answered that a lot of communities are starting to address this within their codes. Mayor Knutson questioned on page 100 3D why Bed & Breakfast are not allowed for meeting space? David DeGrandpre answered that the State licensing has specific requirements for Bed & Breakfast. Sam Jacobson-Ward III commented that they didn't spend a lot of time on Bed & Breakfast the last little bit and would love some guidance because it is something that needs to be addressed in detail. It could be a big benefit for the community. Lita Fonda-Ward I- wonder Bed & Breakfast are in residential areas and the impact on parking may have been a part of the decision. It would be a Special Use due to the higher impact on the area. Mayor Knutson then commented on the Old Town and the Commercial Business district. There has been a little bit of conflicting information given. Commissioner Southerland commented that it sort of fits into the Safe City that has been adopted. Not only the streets, but making downtown accessible. Maybe the higher density fits in there. Commissioner Coutts commented that people just have a hard time coming up with a compelling reason to do it. A third of the downtown store fronts are already vacant. The people that live there should really have the most voice in this. We need to get the document passed and then work on this later. Mayor Knutson asked what is the driving force behind changes this now. Is it the two vacant lots? Tim McGinnis clarified that it is moving the Central Business Zone to across the street. One of the things that Planning and the committee tried to do is recognize what is already there and to accommodate that instead of having non-conforming uses. 1st St. W. has become a major thorough fare since the stop signs have been put on Main St. That was the rationale if that is going to be a major thorough fare, then make it Central Business. Sam Jacobson commented that the other zoning that might be more appropriate is Transitional Zoning on either side of the street. You might even amend it right now if you like. Commissioner Turner commented that through this whole thing, anybody and everybody is going to have an opinion. We all maybe want something over here. Somebody wants something over there. We're just not going to be able to pick this apart and make everybody happy. Period. We just need to do what is best for our City. Best for our citizens and move forward. Later down the road, if we need hear from the public, or make some small adjustments, I think that's the time. Right now, I appreciate all the comments, all the people showing up. I think this document has taken a very long time to get to this point and I'm extremely happy to see it here. I actually sat on the board a long time ago. It's nice to see that we actually have a foundation but again that foundation is not going to meet

everybody's specific wants or needs but that foundation is a good starting point. I hope that we can see that. Mayor Knutson commented that she agreed with Commissioner Turner's comment but there are a couple of things that the Commission needs to make sure they are comfortable with. Mayor Knutson also brought up the issue of 25 feet vs 50 feet lake shore barrier. With the letter from the Flathead Lakers it needs to be discussed. David DeGrandpre commented that right now, the Development Code has a 50 foot buffer that allow only certain things to occur within that space. It is restricted to some degree. This is exists in all lake front and river front. The Planning Board recommended the change be in the Resort Zoning District only. That was to have a 20 foot buffer, which also corresponds with the Lake Shore Regulation. The other change that the City County Planning Board recommended was a higher percentage lot coverage in Resort Zoning District from 55% to 80%. This would maximize access to the lake. There has to be containment of storm water on the property. Lee Manicke Ward II thanked the Mayor for having this discussion. It's very refreshing. Gil's vision for 1st St. W was dental shops and that sort of thing. Mr. Manicke commented that his vision would be seeing a developer come in and want to do a 50 foot building with 100% lot coverage. Having a Transition Zone would seem a lot more appropriate. Mr. Manicke asked what the process was going forward. Mayor Knutson replied there would be a vote tonight on the first reading. Mayor Knutson then clarified that the Lake shore barrier would be 20 feet with 80% lot coverage in Resort Zoning District. Commissioner Turner commented that along with the new regulations, the developer will still have to maintain the waste water. You can't just dump it in the lake. The controls in place are good. Commissioner Coutts commented that Resort development, trying to save downtown, trying to get people to spend money, well Resort is where that's going to happen. People want the Resort near the lake. A vibrant Resort District would be usable. The focal point of Flathead Lake could be Polson. Commissioner Coutts asked if the process of voting on passing the first reading tonight, what happens between now and the next reading? City Manager Shrives answered that if the Commission want to make any proposed modification, then make that in your motion. Staff will research the direction give, bring it back in the second reading and the Commission can either vote to accept it or say no they are going to stay with the original. Commissioner Coutts then asked if the Commission would choose to do that would it set the process backwards? City Manager Shrives replied no it would not. Gil Mangels-Mr. Coutts, you own a pawn shop. The connotation of the work pawn shop today is a place where meth heads go to sell their property so that they can buy more meth. You have a very high end pawn shop. It is all high end stuff but the connotation we have to be careful. The connotation of commercial, we have to be careful. A wrecking yard or something like that. We need to be careful how we are polling our people. Old Town, we're not trying to destroy 3rd Ave. down there. Old Town does not mean the antique mansions in town. Mayor Knutson reiterated that the motion is to approve. We have sense, through our discussion, decided to recommendation to change the Commercial Business District to Transitional Zoning District down 1st. Commissioner Turner asked if it was going to be the entire area or the one street. Lita Fonda commented that there is currently no commercial in Old Town. This was a last minute thing that came up after public comment and was added in. There's no reason to put Transitional in. Tim McGinnis commented why the Planning Board didn't put Transitional Zone om there. They were trying to stop spot zoning. The Board just moved the CZD over a block. Sam Jacobson commented that there needs to be a transitional buffer between Old Town and downtown. There needs to be a buffer between the neighborhood and downtown. Tim McGinnis commented that Lita's point is well taken that this wasn't very well vetted. Rather than get this process held up, or changing this to Transitional Zoning which creates spot zoning, me personally, speaking for myself, I would be okay if you just bumped it back to where it was. It would just go down the middle of the street. **Mayor Knutson commented that that would be fine. Amend the motion to include return Central Business Zoning District back to the original state.** Public comment: Gil Mangles-one point would be taxes generated from additional businesses. Have never seen that street filled up with parking. Would support Main St. with clean businesses on that street. Think dollars maybe. We don't want to see service industry on Main St. That doesn't draw tourists. Elsa Duford-Thank Sam for his comments. There seems to be a difference on what was discussed between number of structures on a lot or just adding people. Does anybody care how many people are in my house? That shouldn't matter. A person's home is their castle. If you throw a penalty on the end of it, that changes the picture a little bit. Lita Fonda-Ward I thanked Todd for going out and actually looking at the area and talking with the people

there. Looking at the area can make a huge difference in perception. Gil's points I've already addressed in the comments you have received. Most people knew what Central Business District was. Thank you Todd for actually going out and looking at the area. **VOTE: Unanimous Motion carried**

APPROVE THE FIRST READING OF ORDINANCE TO ADOPT THE SUBDIVISION REGULATIONS FOR THE CITY OF POSLON DEVELOPEMNT CODE 2016 (02:56:31)- City Planner Kyle Roberts, City Manager Mark Shrives, and David DeGrandpre, Land Solutions, LLC presented this agenda item. City Planner Kyle Roberts stated that this is the first reading of the ordinance to adopt the subdivision regulation for the City of Polson Development Code 2016. **Commissioner Southerland motion to approve the first reading of Subdivision Ordinance Number 2016-TBD to adopt the 2016 Polson Development Code. Commissioner Coutts second.** Commission discussion: none Public comment: none **VOTE: Unanimous Motion carried**

(02:58:22) Mayor Knutson commented that a meeting may be closed to discuss the annual review of the City Manager. I have determined that the interest of the public and the knowledge of this contract clearly outweighs the interest of the employee's privacy. However, the City Manager has the right to request that the discussion of the contract be closed as a matter of personnel privacy and if he exercises that right, the discussion will be closed. If the discussion is closed, upon it's completion the Commission will reconvene into open session only to determine full action versus full minutes and to adjourn. The actual City Manager report will be presented at a future public meeting. I expect that the discussion will take approximately 30 to 45 minutes. At this point I would like to ask the City manager if he would wish for the discussion to be closed." City Manager Shrives, "Yes." Mayor Knutson, "Okay. Thank you. With that then we will go into recess."

.RECESS: (02:59:28) EXECUTIVE SESSION

RECONVENE: (02:59:37) Mayor Knutson commented for the record

(02:59:47) Mayor Knutson asked the Commission if there were any items that needed full minutes or will action minutes suffice. The audio will be the official meeting minutes. The Commission commented that action minutes would suffice.

Adjourn. (03:00:39) Commissioner Donovan motion to adjourn. Commissioner Coutts second. Commission discussion: none Public Comment: none **VOTE: Unanimous Motion carried.**

ADJOURN: 10:12 p.m.

Heather Knutson, Mayor

ATTEST: _____
Cora E. Pritt, City Clerk

CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 9
Meeting Date: April 4, 2016
Staff Contact: Kyle Roberts, City Planner
Email: cityplanner@cityofpolson.com Phone: 406-883-8213

AGENDA ITEM SUMMARY: This is the second reading of Zoning Ordinance Number 2016-003 to adopt the 2016 Polson Development Code and Zoning Districts Map.

BACKGROUND: The Polson Development Code Rewrite began approximately seven years ago, headed by the Polson Development Code Rewrite Committee and Land Solutions, LLC. In October 2015, the Spring 2015 Polson Development Code (PDC) Draft was revised to remove references to the County, resulting in a development code applicable only to development within the municipal boundaries, rather than the City-County Planning Area.

In the past six months many edits have been made to content of the draft PDC. This was as a result of having gone through a well-vetted process at City-County Planning Board meetings as well as three public hearings with the City-County Planning Board, and now with the City Commission.

ANALYSIS: Staff has made the revision – rezone one lot west of 1st Street West between 4th Avenue West and 7th Avenue West from CBZD to OTZD – recommended by the City Commission at the March 21st public hearing.

Secondly, last week public comment was received regarding confusion with the setback from the lake, river, or stream. Staff has provided clarification along with a recommendation for minor text additions to be made.

STAFF RECOMMENDATION: Staff recommends approval of the second reading of Zoning Ordinance Number 2016-003 with the recommendation to add the minimum setback from the lake, river, or stream to the specification standards tables of the four zoning districts abutting the lake in the Winter 2016 Draft Polson Development Code.

SUGGESTED MOTION: *I MAKE A MOTION TO APPROVE THE SECOND READING OF THE ZONING ORDINANCE NUMBER 2016-003 TO ADOPT THE 2016 POLSON DEVELOPMENT CODE AND ZONING DISTRICTS MAP WITH THE RECOMMENDATION THAT STAFF ADD MINIMUM SETBACK FROM THE LAKE, RIVER, OR STREAM TO THE SPECIFICATION STANDARDS TABLES OF THE FOUR ZONING DISTRICTS ABUTTING THE LAKE.*

ATTACHMENTS: Zoning Ordinance Number 2016-003

ORDINANCE Ord # 2016-003

**AN ORDINANCE TO ADOPT
REVISED ZONING REGULATIONS AND ZONING
MAP
FOR THE CITY OF POLSON 2016
DEVELOPMENT CODE**

WHEREAS, 76-2-301, MCA authorizes municipal zoning; and

WHEREAS, the City of Polson's current zoning regulations and map periodically require updating and in response to changes in Montana statutory law require revisions to comply with state law and meet the needs of the City of Polson;

WHEREAS, 76-2-307, MCA requires that the Zoning Commission shall recommend the boundaries of the various districts and appropriate regulations to be enforced therein, and that the Zoning Commission shall make a preliminary report and hold public hearings thereon before submitting its final report, and such city or town council or other legislative body shall not hold its public hearings or take action until it has received the final report of such commission; and

WHEREAS, the Zoning Commission held two (2) public hearings on the proposed zoning map and regulations on February 16, 2016 and March 8, 2016; made a preliminary report and a final report, and has submitted the final report to the City Commission; and

WHEREAS, the final report of the Zoning Commission includes 46 findings of the Zoning Commission that address the draft zoning map and regulations' compliance with municipal zoning statutes; and

WHEREAS, the City Commission adopts the final report and findings of the Zoning Commission;

WHEREAS, 76-2-303, MCA, provides that a zoning regulation, restriction, or boundary may not become effective until after a public hearing in relation to the regulation, restriction, or boundary at which parties in interest and citizens have an opportunity to be heard has been held; and at least 15 days' notice of the time and place of the hearing must be published in an official paper or a paper of general circulation in the municipality; and

WHEREAS, the City Commission held public hearings on the proposed zoning regulations on March 21, 2016 and April 4, 2016, which were noticed in the *Lake County Leader* on March 3, 2016, March 10, 2016, March 17, 2016, March 24, 2016, and

March 31, 2016, and the parties in interest and citizens have been given an opportunity to be heard and all comments have been addressed appropriately by the City Commission; and

WHEREAS, the City Commission hereby finds that the proposed zoning regulations and map are reasonable and appropriate for the City of Polson.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Polson, Montana that the revised zoning regulations and zoning map of the 2016 Polson Development Code be adopted in full as set forth herein as Attachment "A" and labelled the **2016 POLSON DEVELOPMENT CODE and 2016 ZONING DISTRICTS MAP**.

Date: 03/21/2016

First Reading: 6 ayes nays 1 absent

Date:

Second Reading: ayes nays abstentions

Effective Date:

Mayor

Attest:

City Clerk

CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 10
Meeting Date: April 4, 2016
Staff Contact: Kyle Roberts, City Planner
Email: cityplanner@cityofpolson.com Phone: 406-883-8213

AGENDA ITEM SUMMARY: This is the second reading of Subdivision Ordinance Number 2016-004 to adopt the 2016 Polson Development Code.

BACKGROUND: The Polson Development Code Rewrite began approximately seven years ago, headed by the Polson Development Code Rewrite Committee and Land Solutions, LLC. In October 2015, the Spring 2015 Polson Development Code (PDC) Draft was revised to remove references to the County, resulting in a development code applicable only to development within the municipal boundaries, rather than the City-County Planning Area.

In the past six months many edits have been made to content of the draft PDC. This was as a result of having gone through a well-vetted process at City-County Planning Board meetings as well as three public hearings with the City-County Planning Board, and now with the City Commission.

STAFF RECOMMENDATION: Staff recommends approval of the second reading of Subdivision Ordinance Number 2016-004.

SUGGESTED MOTION: *I MAKE A MOTION TO APPROVE THE SECOND READING OF THE SUBDIVISION ORDINANCE NUMBER 2016-004 TO ADOPT THE 2016 POLSON DEVELOPMENT CODE.*

ATTACHMENTS: Subdivision Ordinance Number 2016-004

ORDINANCE Ord # 2016-004

**AN ORDINANCE TO ADOPT
REVISED SUBDIVISION REGULATIONS
FOR THE CITY OF POLSON 2016
DEVELOPMENT CODE**

WHEREAS, 76-3-501, MCA requires that the governing body of every county, city, and town shall adopt and provide for the enforcement and administration of subdivision regulations;

WHEREAS, the City of Polson's current subdivision ordinance periodically requires updating and amendments in response to changes in Montana statutory law;

WHEREAS, the City Commission has reviewed amendments to the subdivision ordinance specifically for the City of Polson and made modifications to it;

WHEREAS, the proposed subdivision ordinance would reasonably provide for orderly development of the jurisdictional area;

WHEREAS, the proposed subdivision ordinance would reasonably provide for the coordination of roads within subdivided land with other roads, both existing and planned;

WHEREAS, the proposed subdivision ordinance would reasonably provide for the dedication of land for roadways and for public utility easements;

WHEREAS, the proposed subdivision ordinance would reasonably provide for the improvement of roads;

WHEREAS, the proposed subdivision ordinance would reasonably provide for the provision of adequate open spaces for travel, light, air, and recreation;

WHEREAS, the proposed subdivision ordinance would reasonably provide for the provision of adequate transportation, water, and drainage;

WHEREAS, the proposed subdivision ordinance would reasonably provide for the regulation of sanitary facilities;

WHEREAS, the proposed subdivision ordinance would reasonably provide for the avoidance or minimization of congestion;

WHEREAS, the proposed subdivision ordinance would reasonably provide for the avoidance of subdivisions that would involve unnecessary environmental degradation and danger of injury to health, safety, or welfare by reason of natural hazard, including but not limited to fire and wildland fire, or the lack of water, drainage, access, transportation, or other public services or that would necessitate an excessive expenditure of public funds for the supply of the services;

WHEREAS, the proposed subdivision ordinance contains the requirements of 76-3-504, MCA;

WHEREAS, the proposed subdivision ordinance includes administrative materials as attachments which would allow for reasonable administration of the ordinance. Such materials may be amended from time to time by the City Manager without further amendments to this ordinance;

WHEREAS, the City Commission gave public notice of hearing of its intent to adopt the proposed subdivision ordinance on March 21, 2016 and April 4, 2016 by publication of notice of the time and place of the hearing in the *Lake County Leader*, a newspaper of general circulation in the county, on March 3rd, 10th, 17th, and 24th. Such notice meets or exceeds the requirements of 76-3-503, MCA;

WHEREAS, the public had opportunity at the public hearing to voice its opinion on the proposed ordinance prior to the adoption of said ordinance, and all comments were addressed by the City Commission; and

WHEREAS, the City Commission finds that the adoption of such ordinance is in the public interest for its taxpayers, residents, and citizens.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Polson, Montana that the proposed subdivision ordinance of the 2016 Polson Development Code be adopted in full as set forth herein as Attachment "A" and labelled the **2016 POLSON DEVELOPMENT CODE**.

Date: 03/21/16

First Reading: 6 ayes nays 1 absent

Date:

Second Reading: ayes nays abstentions

Effective Date:

Mayor

Attest:

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

11

THIS AGREEMENT, made this 4th of March, 2016 (effective date) by and between Lake County / City of Polson, having an address of 106 4th Avenue East / 106 1st Avenue East, Polson, MT 59860, hereinafter referred to as the "OWNER", and Kadmas, Lee & Jackson, Inc. (KLJ), having an address of 4585 Coleman Street, Bismarck, ND 58503, hereinafter referred to as the "ENGINEER".

WITNESSETH: That the OWNER and ENGINEER, for the consideration hereinafter named, agree as follows:

I. GENERAL DESCRIPTION OF WORK TO BE PERFORMED.

The OWNER agrees to and hereby does retain and employ ENGINEER and ENGINEER agrees to perform Professional Services for the project at the Polson Airport, AIP 3-30-0061-008-2016, WHEREAS, the proposed project is described as follows:

- Equipment procurement of new SRE including carrier vehicle with blade and other attachments requested by the Owner.
KLJ 21516101

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, entitled "Detailed Scope of Services", and the anticipated level of effort is defined in ATTACHMENT B entitled "Hourly Rate and Cost Breakdown", both parts hereof.

II. PERIOD OF SERVICE.

Compensation for ENGINEER's services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of ENGINEER's services through completion. In this regard, if the services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of ENGINEER, any lump sum or maximum payment amounts shall be equitably adjusted.

III. COMPENSATION.

Compensation on this project shall be broken into separate and independent forms of compensation. The first form of compensation shall be lump sum compensation. The second form of compensation shall be cost plus fixed fee compensation. The third form of compensation shall be hourly rate compensation. Following the description of the compensation method below, a chart details the items which will be compensated on lump sum basis, cost plus fixed fee basis, and hourly rate basis. Generally speaking, those items compensated on a cost plus fixed fee are items that are currently not possible to be estimated accurately. These include, for instance, construction observation and project records phases, which are dependent upon the Contractor who is doing the construction work and the year in which it is constructed. Compensation under an hourly rate basis is typically used when the scope of services is open-ended, unknown and / or not definable. In this case, the ENGINEER shall only bill the cost and fixed fee that is used for that task. Previously audited overhead and general/administrative overhead at 187.72% shall apply to this agreement. The cost of facilities rate of 0.95% and fixed fee rate of 15% shall apply to this agreement.

A. Lump Sum Compensation.

For those work items specified below in the compensation table for lump sum payments, the OWNER shall compensate the ENGINEER for services a lump sum amount to cover all costs for completion of that work item. These costs shall include salary costs, overhead costs, direct non-salary expense, and all other expenses as defined within the latest edition of FAA Advisory Circular 150/5100-14.

The lump sum payment shall be based upon the hours and expenses provided within Attachment B that follow, and shall include a fixed fee payment. The lump sum fee made for these items shall constitute full and total compensation for all of the work necessary to complete the individual items specified in the scope of services. Changes in the scope of services as defined at the time this contract is negotiated shall reflect an additional compensation as negotiated by the ENGINEER and the OWNER. Monthly payments for those items specified below shall be based upon the percentage of work completed to date.

The table below indicates those work items covered as a lump sum payment item, and the total cost or compensation for each of these individual items. ATTACHMENT B provides the justifications for the lump sum fees.

Task Item	Total Compensation
Preliminary and Design Services	\$27,700.00
FAA Project Closeout Report	\$2,700.00

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

B. Cost Plus Fixed Fee Compensation.

The OWNER shall compensate the ENGINEER for services on an actual cost plus a fixed fee basis. The actual costs will consist of salary costs, overhead expenses, and direct non-salary expenses as defined in the latest edition of FAA Advisory Circular 150/5100-14. All direct salary costs and expenses may be verified by auditing at the conclusion of this project. The fixed payment, based on the schedules in ATTACHMENT B, shall not vary from the maximum specified unless the overall scope of the project changes. The table below includes the description of services, the total estimated compensation for this service, and the fixed fee payment.

Payment to the ENGINEER shall be on a monthly basis as the work progresses.

Task Item	Fixed Fee Payment	Total Compensation
Construction Observation & Records	\$819.35	\$6,400.00

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

C. Hourly Rate Compensation.

The OWNER shall compensate the ENGINEER for services on an actual cost plus overhead and fixed fee basis. The actual costs will consist of salary costs, overhead expenses, and direct non-salary expenses as defined in the latest edition of FAA Advisory Circular 150/5100-14. All direct salary costs and expenses may be verified by auditing at the conclusion of this project. The fixed fee shall be included in the hourly rate. The table below includes the description of services and the total estimated compensation for this service.

Payment to the ENGINEER shall be on a monthly basis as the work progresses. Refer to ATTACHMENT B for a detailed breakdown.

Table C Hourly Rate Compensation	
Task Item	Total Compensation
NA	NA

All payments not made within 60 days of the date of the invoice shall be subject to 1.5% per month in interest fees.

D. GENERAL.

The total compensation for all agreement costs, based on the estimated costs put forth in Attachment B shall not exceed \$36,800.00. The fixed payment for all phases, based upon the estimated costs put forth in Table B shall be a lump sum amount of \$819.35. For any form of compensation listed above, the individual compensation amounts shall not exceed the maximum amount shown unless approved in writing by the OWNER.

IV. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT.

If the ENGINEER is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties, prior to proceeding with any extra work or related expenditures.

V. OWNER'S RESPONSIBILITY.

To permit ENGINEER to perform the services required hereunder, the OWNER shall (except to the extent provided otherwise in ATTACHMENT A) supply in proper time and sequence, the following at no expense to ENGINEER.

- A. Cooperate with the ENGINEER in the approval of all information submitted for review, or should they disapprove of any part of said information, shall make a decision timely in order that no undue expense will be caused the ENGINEER because of lack of decisions. If the ENGINEER is caused rework, extra drafting or other expenses due to changes ordered by the OWNER after

the completion and approval of the information submitted, the ENGINEER shall be equitably paid for such extra expenses and services involved.

- B. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state or Federal authorities; shall secure the necessary land, easements, and right-of ways required for the project DELETE
- C. Designate in writing, a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define OWNER's policies with respect to ENGINEER's services.
- D. Furnish, as required for performance of ENGINEER's services, data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data.
- E. Provide access to, and make all provisions for ENGINEER to enter upon publicly- and privately-owned property as required to perform the work.
- F. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by ENGINEER, obtain advise of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing or decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect in the work of Construction Contractor(s), ENGINEER's Consultants or ENGINEER.
- I. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.
- J. If ENGINEER encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, ENGINEER shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. The services to be provided by ENGINEER do not include identification of asbestos or pollution, including soil contamination and ENGINEER has no duty to identify or attempt to identify the same in the project area.
- K. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may

reasonably request with regard to legal issues pertaining to the Project and such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.

- L. Provide such observation services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- M. Provide "record" drawings and specifications for all Existing physical plants or facilities which are pertinent to the Project.
- N. Provide written notice to ENGINEER when the project has been financially closed out by FAA.
- O. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- P. The OWNER shall agree to renegotiate the compensation should the project change appreciably from the original scope of work, a change in conditions, or additional work required by the ENGINEER. The renegotiated compensation will be based on the new project scope of work.
- Q. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

VI. COMPLETION TIME.

The ENGINEER shall complete the task item assigned as per the schedule defined in the Detailed Scope of Services for that individual task.

VII. TERMS AND CONDITIONS.

A. Ownership of Drawings and Contract Documents.

1. Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and shall remain the property of the ENGINEER unless otherwise agreed to by both parties. Reproducible copies of drawings and copies of other pertinent data shall be made available to the OWNER upon request.
2. When a contract is for preliminary plans only, no commitment is implied that would constitute a limitation on the subsequent use of preliminary plans or ideas incorporated therein.
3. The ENGINEER shall provide the OWNER and the FAA each one (1) set of final approved plans and specifications. The ENGINEER shall provide sets of plans and specifications to bidders for a nominal cost during the bidding process. The Contractor awarded the contract shall be provided additional sets of plans and specifications as per the FAA General Provision Item 50-04. The ENGINEER shall provide reproducible copies of plans (including electronic files) to the OWNER upon request.

B. Standard of Care.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by

members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

C. Limitations of Responsibility.

In the event the OWNER requests ENGINEER to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to ENGINEER for review at least 15 days prior to the requested date of execution. ENGINEER shall not be required to execute any certificates or documents that in any way would, in ENGINEER's sole judgment, (a) increase ENGINEER's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain.

D. Opinions of Probable Construction Costs.

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs for the project(s) provided for herein are to be made on the basis of experience and qualifications and represent a best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids, change orders or the project construction cost will not vary from the prepared opinion of probable construction costs.

E. Termination.

This Agreement may be terminated by either party, by a seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEER shall be paid as provided under compensation for work completed to date of termination.

F. Dispute Resolution.

In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.

G. Successors and Assigns.

The OWNER and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

H. Indemnification.

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its sub-engineers or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER'S negligent acts in connection with the Project and the acts of its contractors, subcontractors or engineers or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

I. Hazardous Materials.

The parties acknowledge that ENGINEER'S scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Controlling Law.

This Agreement is to be governed by the law of the state in which the Project is located.

K. Construction Phase Services.

OWNER acknowledges that it is customary for the ENGINEER who is responsible for the preparation and furnishing of Drawings and Specifications and other construction related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to ENGINEER'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if ENGINEER is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, ENGINEER will not be responsible for, and OWNER shall indemnify and hold ENGINEER (and ENGINEER'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release ENGINEER (or ENGINEER'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which ENGINEER has undertaken or assumed under this Agreement.

VIII. FEDERAL CONTRACT PROVISIONS

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract provisions must be incorporated. These federally-required, contract provisions, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for a Non-Construction Contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

Owner Lake County
Signed *Ann Brower*
Name Ann Brower
Title Commission Chair
Date _____

Attest
Name *Tracy Ouler*
Title *Tracy Ouler*
Payroll Coord.
Lake Co.

Owner City of Polson
Signed _____
Name Mark Shrives
Title City Manager
Date _____

Attest
Name _____
Title _____

Engineer Kadmas, Lee & Jackson, Inc.
Signed *Tom Neigum*
Name Tom Neigum, PE
Title Aviation Services Manager
Date 2/26/16

Attest
Name *Anita Cysewski*
Title Executive Coordinator

CERTIFICATION OF ENGINEER

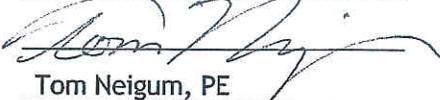
I hereby certify that I am the Aviation Services Manager and duly authorized representative of Kadrmass, Lee & Jackson, Inc., whose address is 4585 Coleman Street, Bismarck, ND 58503, and that neither I nor the firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this contract, or
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Montana, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

Engineer Kadrmass, Lee & Jackson, Inc.

Signed 

Name Tom Neigum, PE

Title Aviation Services Manager

Date 2/26/16

Attest 

Name Anita Cysewski

Title Executive Coordinator



Attachment A
Detailed Scope of Services
Polson Airport, Polson, Montana
AIP Project # 3-30-0061-008-2016
KLJ #21516101

PROJECT DESCRIPTION

General

The work is to occur at Polson Airport in Polson, Montana, under the terms and conditions of the Standard Agreement for Professional Services (Agreement) between the Lake County and the City of Polson (Owner) and KLJ (Engineer).

The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to Lake County and the City of Polson. Detailed Scope of Services have been outlined to include the following:

- Equipment procurement of new SRE including carrier vehicle with blade and other attachments requested by the Owner.

The Engineer shall perform the work under this Agreement with FAA Advisory Circulars and regulations that are current as of the effective date of the Agreement. Changes to the FAA Advisory Circulars and regulations after the date of this Agreement shall be addressed per Section V, Item P, of the Agreement.

Completion Time

The Engineer shall complete the Equipment Procurement Package Services within 120 calendar days of the Owner issuance of the Notice to Proceed. Also note that the schedule allows for a maximum of two weeks review by the FAA for reviews of both the Engineering Design Report and the Plans / Specifications. The Bidding Services shall be completed within the timeframe set forth by the Owner's requirements to bid and state law bidding practice. The Engineer shall complete the total contract within 180 days after final acceptance.

PROJECT ADMINISTRATION

Project Scoping Meeting with Owner. The Engineer shall attend a meeting to discuss project scoping, equipment requirements and agreement with the Owner in Ronan, Montana (1 meeting). The Engineer staff attending the meeting shall consist of the following:

- Project Manager (Engineer IV)

Prepare Project Detailed Scope of Services and Schedule. The Engineer shall prepare a Detailed Scope of Services and preliminary and schedule based on the information obtained during the Owner Scoping Meeting. Engineer shall submit the Detailed Scope of Services and schedule to the Owner for review and make applicable modifications as agreed upon.

Project Detailed Scope of Services Review with FAA. The Engineer shall present the final Detailed Scope of Services for review and approval. The Engineer shall work with the Owner and FAA to refine the Detailed Scope of Services. The Engineer anticipates one (1) edit based on the Owner's comments and one (1) edit based on FAA comments.

Engineering Detailed Scope of Services and Hour Negotiations. Upon Detailed Scope of Services approval from the FAA, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

Agreement for Professional Services. The Engineer shall compile the Agreement for Professional Services (Agreement), complete an internal review and execution of the Agreement for approval by the Owner.

PROJECT MANAGEMENT

Develop Project Management Plan. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically it is crucial to this project. The Engineer has identified Jeff Walla as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

Project Startup Meeting. The Engineer shall conduct an internal kickoff meeting with the design staff consisting of all design team members.

Project Budget Setup. The Project Manager shall coordinate with the internal Accounting staff to establish the internal budgets.

Bi-Weekly Budget Review / Projections. The Project Manager shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.

Monthly Invoicing. The Project Manager and shall prepare monthly billings of project accounting.

Periodic Internal Meetings. The Project Manager and lead designers shall conduct a bi-weekly status meeting to review schedule and outstanding issues encountered.

FAA Grant Coordination / Reimbursement Processing. The Project Manager shall prepare periodic reimbursement requests and submit requests electronically.

Monthly Status Reports. The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

FAA Quarterly Reports. The Engineer shall prepare and submit the quarterly FAA reports.

DBE Reporting. The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) annual reporting forms as applicable to the project.

PROJECT PRE-DESIGN

Pre-Design Meeting. Upon execution of the Agreement, the Engineer shall coordinate for a pre-design meeting which will be held by teleconference with the Owner and FAA to define the project requirements and schedule. It is anticipated that the following design staff members shall attend the pre-design meeting:

- Project Manager (Engineer IV)

Develop Project Justification. The Engineer shall develop the appropriate project justification to obtain federal funding based on the applicable FAA Advisory Circulars and AIP Handbook.

Develop and Submit Environmental Checklist. A documented Categorical Exclusion (CATEX) Checklist is not required for the project because the project is exclusively for equipment procurement. The environmental requirements will be completed internally by the FAA with an administrative CATEX.

Application for Federal Assistance. The Engineer shall prepare the FAA Application for Federal Assistance for submittal.

Analysis of FAA Standards. The Engineer shall review the current applicable FAA standards and prepare a list of deficiencies to be addressed by the project design.

Develop DBE Plan. The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) Plan and forms for the proposed project (if the total federal funds involved in the project exceeds \$250,000 for the fiscal year).

Pre-Design Internal Document Review. The Engineer shall conduct a review of pre-design documents to verify findings are consistent with the pre-project assumptions and notify the Owner of any areas of concern or with any necessary Detailed Scope of Services revisions required.

PRELIMINARY SPECIFICATIONS

Prepare Preliminary Contract Documents. The Engineer shall prepare preliminary contract documents. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law. The Engineer shall use contract provisions prepared for the Owner and modify as applicable for this project. Documents to include consist of the following:

- Advertisement for Bids
- Instruction to Bidders
- Bid Proposal
- DBE Guidance and Forms
- Construction Contract Notification
- Buy American Guidance
- Wage Rate Determinations
- Agreement between Owner and Contractor
- Contractual Requirements
- Safety Plan Compliance Document
- Final Review and Acceptance Document
- Notice of Award
- FAA General Provisions
- Local and State Special Provisions

Prepare Procurement Specifications. The Engineer shall research SRE that complies with FAA requirements and prepare procurement specifications to meet the requirements of the FAA AIP Program. The equipment specification will be included in a complete bidding document.

Prepare Preliminary Estimate of Construction Cost. The Engineer shall prepare a preliminary estimate of construction costs. Construction costs shall be developed based on research of local suppliers and material availability and recent bid tabulations for similar work in the region.

Preliminary Internal Specifications Review. The Engineer shall conduct an internal preliminary specifications review of the design completed in the Preliminary Engineering Phase of the project.

Preliminary Design Review Meeting with Owner. The Engineer will not attend host or attend a preliminary design review meeting with the Owner.

Periodic Owner Meetings. It is anticipated that the Engineer shall attend one (1) miscellaneous meetings to coordinate preliminary design activities and issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meetings:

- Project Manager (Engineer IV)

Periodic Agency Meetings. The Engineer does not anticipate any periodic agency meeting for this project and has not included this in the scope of work.

FINAL PLANS AND SPECIFICATIONS

Prepare Engineer's Responses to Review Comments. The Engineer shall provide a written statement summarizing the review comments to include justification for items to remain and the applicable action on areas of design modification.

Prepare Final Contract Documents / Technical Specifications. The Engineer shall complete the development of the specifications to 90% completion, which is intended to be a complete set in pending final review and approval by the Owner.

Update Final Quantities and Construction Cost Estimate. The Engineer shall update the opinion of construction costs and determine the bid schedule of work.

FAA Plans and Specifications Review. The Engineer will submit and coordinate with the FAA ADO on a review of the 90% plans and specifications.

Final Internal Plans and Specifications Review. The Engineer shall conduct an internal final plans and specifications review of the design completed in the Final Engineering Phase of the project.

Final Plans and Specifications Revisions. The Engineer shall complete the development of the drawings to 100% completion, which is intended to be a complete set in pending final review and approval by the Owner.

Final Design Review Meeting With Owner. The Engineer shall conduct a final design review at the 90% design completion stage with the Owner to obtain comments on the final design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the final review meeting:

- Project Manager (Engineer IV)

Periodic Owner Meetings. The Engineer has not included any other meetings with the Owner during the final design phase of the project.

Periodic Agency Meetings. The Engineer does not anticipate any periodic agency meeting for this project and has not included this in the scope of work.

BIDDING SERVICES

Print and Distribute Plans and Specifications. The Engineer shall print and issue the Bid Documents to prospective bidders. The documents shall also be made available to prospective bidders utilizing an on-line service.

Bid Invitations and Advertisement. The Engineer shall coordinate with the Owner on the placement of the Advertisement for Bids in the appropriate local legal publication as well as regional trade organizations.

Attend Pre-Bid Conference and Site Visit. A pre-bid conference and site visit is not included in this project.

Document and Respond to Contractor Questions. The Engineer shall maintain a record of Contractor requests and questions along with the corresponding response.

Create and Maintain Planholder's List. The Engineer shall maintain a planholder's list as plans and specifications are issued to Contractors.

Issue Addenda. The Engineer shall issue written addenda as appropriate to interpret, clarify or expand the bidding documents. The Engineer shall send the written addenda to all plan-holders whom received plans and specifications from the Engineer.

Attend Bid Opening. The Engineer shall perform the bid opening at the office of KLJ.

Prepare Bid Tabulation. The Engineer shall prepare a bid tabulation following the bid opening.

Bidder Contractual Requirements Review. The Engineer shall review bidder responsiveness, responsibility and completeness of submittal. The Engineer shall advise the Owner when an issue may need the review of the Owner's legal representative.

Prepare Recommendations of Award. The Engineer shall advise the Owner as to the acceptability of subcontractors, DBE subcontractors, and other persons and organizations proposed by the prime Contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents. The Engineer shall make recommendations for award.

Bid Protest. This scope of services does not include time to address a bid protest. The Engineer has been involved with a number of equipment procurement projects. If a bid protest occurs they tend to take a substantial amount of effort to resolve. The hours included in this scope of services is only an estimate and the Engineer reserves the right to request an Amendment to the Agreement for Professional Services should additional hours be needed.

Update FAA Grant Application. The Engineer shall update the Application for Federal Assistance and State Funding Applications with final bid prices.

Update FAA Grant Application. The Engineer shall update the Application for Federal Assistance and State Funding Applications with final bid prices.

Prepare Award and Construction Contract Documents. The Engineer shall prepare the awarding contracts for equipment. Items shall include a written Notice of Award, coordination of the Agreement Between Owner and Contractor and Notice to Proceed for submittal and approval by the Owner. The Owner shall provide a legal review of the Agreement Between Owner and Contractor that is provided by the Engineer to make sure that it complies with local, state, and federal law.

CONSTRUCTION ADMINISTRATION

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically it is crucial to this project. The Engineer has identified Jeff Walla as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services, the project manager shall address them with the Owner.

Equipment Submittal. The Engineer shall review equipment submittal from the manufacturer for compliance with the specifications. The Engineer shall coordinate review with the Owner.

Prepare Change Orders. The Engineer shall prepare change orders for modifications to the Contractors work, payment or schedule as the issue arise during the construction phase.

- Estimate based on up to 1 change orders

Process Pay Requests. The Engineer shall process pay requests from the equipment manufacturer for approval by the Owner. The Engineer shall process FAA Outlay requests to allow for reimbursement from the FAA to the Owner.

Project Records & Payrolls. Maintain a record of all of the project documents and correspondence. Payroll reviews are not required on this project.

Final Review and Acceptance. Equipment delivery and inspection will be handled by the Owner. A Final Acceptance form will be prepared once the Owner has accepted the equipment.

Deliver one (1) set of Operation and Maintenance (O&M) Manuals as provided by the equipment manufacturer. The Engineer will review the manual and provide comments for additional information required from the equipment manufacturer.

FAA PROJECT CLOSEOUT REPORT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically it is crucial to this project. The Engineer has identified Jeff Walla as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services, the project manager shall address them with the Owner.

The Engineer shall perform the following closeout items per the requirements of the FAA:

Obtain Cancelled Warrants. Prepare final outlay request for final grant payment and required acceptance forms.

Prepare DBE Summary Report. Prepare required FAA documentation regarding DBE participation on the project based on data obtained from the Contractor.

Prepare Executive Summary. The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

Prepare Closeout Report Document.

- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

OWNER'S RESPONSIBILITIES

Project Representative. The Owner shall designate a Project Representative with authority to administer the Engineer's consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner's Project Representative.

Submittal Reviews. The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer's work.

Outlay Reviews. The Owner shall review and approve outlays and other information submitted by the Engineer in a prompt manner.

Historical Information. The Owner shall furnish the Engineer one copy of As-Built drawings, maps, records, surveys, reports, preliminary designs, etc. that are pertinent to the project.

Agreement Between Owner and Contractor. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.



PHASE: Preliminary and Design Services
 S/E Procurement

K.L.J. Title	Engineer					Project Assistant III	Planner II	Task Direct Labor Cost
	V	IV	III	II	I			
Project Administration								
Project Scoping Meeting with Owner								\$ 580.00
Prepare Project Detailed Scope of Services and Schedule	1	6						416.00
Project Detailed Scope of Services Review with FAA	1	1						58.00
Engineering Detailed Scope of Services and Hour Negotiations Agreement for Professional Services	1	2						184.00
Prepare and Coordinate Subcontractor Agreements								
Independent Fee Document Preparation								
Subtotal								\$ 1,296.00
Project Management								
Develop Project Management Plan								\$ 58.00
Project Startup Meeting	1	1						92.00
Project Budget Setup								27.50
Bi-Weekly Budget Review / Projections	2	2						116.00
Monthly Invoicing	3	3						256.50
Periodic Internal Meetings	2	2						184.00
Develop Quality Control Plan								
FAA Grant Coordination / Reimbursement Processing	2	2						198.50
FAA Grant Pre-Application Checklist								
Monthly Status Reports	2	2						84.00
FAA Quarterly Reports	1	1						126.00
OIG Reporting								55.00
Prepare Subcontract Review Information								
Subtotal								\$ 1,297.50
Project Pre-Design								
FAA Safety Management System (SMS) Meeting								\$ 116.00
Pre-Design Meeting								
Assess and Prepare FAA Reimbursable Agreement	2							
Site Visit, Investigations and Data Collection								
Coordinate Preliminary Soil Investigation								
Preliminary Material Investigation								
Preliminary Survey and Base Map Preparation	2							150.00
Develop Project Justification								
Develop and Submit Environmental Checklist	2							260.00
Application for Federal Assistance	1							160.00
Analysis of FAA Standards	2							
Complete Pavement Design & Life Cycle Cost Analysis	1							
Engineering Design Report								
Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP)								
Update Airport Layout Plan (ALP) Drawings								
Develop OIE Plan	1							199.00
Pre-Design Internal Document Review	1							92.00
Subtotal								\$ 977.00



PHASE: Preliminary and Design Services
 SRE Procurement

KLL Title	Engineer V	Engineer IV	Engineer II	Project Assistant III	Planner II	Final Plans and Specifications	Task Direct Labor Cost
Prepare Engineer's Responses to Review Comments		1	1				\$ 92.00
Prepare-Initial-Review							
Prepare Final Contract Documents/Technical Specifications		3	3	2			\$ 331.00
Prepare-Shop-Construction-Safety-and-Phasing-Plan							
Update Final Quantities and Construction Cost Estimate			1				\$ 34.00
Prepare-Engineering-Design-Request-Supplement							
Update-Construction-Schedule							
FAA Plans and Specifications Review		1					\$ 58.00
Final Internal Plans and Specifications Review			2				\$ 242.00
Final Plans and Specifications Revisions			1				\$ 92.00
Final Design Review Meeting with Owner							\$ 580.00
Periodic-Owner-Meetings							
Periodic-Agency-Meetings							
Subtotal							\$ 1,429.00
Print and Distribute Plans and Specifications							
Bid Invitations and Advertisement				4			\$ 110.00
Attend-Pre-Bid-Conference-and-Site-Visit				2			\$ 55.00
Document and Respond to Contractor Questions			3				\$ 160.00
Create and Maintain Planner's List				2			\$ 55.00
Issue Addenda			2				\$ 239.00
Attend Bid Opening				2			\$ 58.00
Prepare Bid Tabulation				1			\$ 85.50
Bidder Contractual Requirements Review				1			\$ 143.50
Prepare Recommendations of Award				1			\$ 143.50
Bid Protest							
Update FAA Grant Application				1			\$ 58.00
Prepare Award and Construction Contract Documents				1			\$ 113.00
Subtotal							\$ 1,220.50
Bidding Services							
Total Hours	2	93	53	35	1	0	\$ 1,220.50
Hourly Rate	\$68.00	\$38.00	\$14.00	\$27.50	\$42.00	\$0.00	\$ 1,220.50

Expenses	trips	days	
Air Charter			
Per Diem	\$ 150.00		
Materials and Supplies			
Subcontractant Services			\$ 37.15

Direct Labor Total \$ 8,336.50
 Indirect Labor Total (1.8772 Overhead Rate) \$ 15,649.28
 Direct and Indirect Labor Total \$ 23,985.78
 Fixed Fee (15%) \$ 3,597.87
 Cost of Facilities (0.95%) \$ 79.20
 Subtotal \$ 27,662.85
 Expense Total \$ 37.15
 Preliminary and Design Services Total Cost \$ 27,700.00



PHASE: Construction Observation and Records
 Equipment Delivery & Inspection

KLJ Title	Engineer IV	Engineer II	Project Assistant III																Task Direct Labor Cost
Overall Project Management																			\$
Quality Assurance-Construction Materials- Testing																			\$
Prepare Construction Management Plan (if existing costs exceed \$50,000 in overall cost)																			
Prepare and Conduct Pre-Construction Conference																			
Prepare and Conduct Pre-Phase Meetings																			
Shop Drawing / Certification Review	4		16																776.00
Review Contractor Requests for Information (RFI) and Responses																			
Prepare Change Orders	2		2																239.00
Prepare Periodical Estimates	1		1																92.00
Project Records and Payroll	1		2																126.00
Weekly Construction Progress Meetings																			
Conduct Substantial Completion Inspection of Project																			
Conduct Final Inspection of Project																			
Subcontractor Coordination																			580.00
Analyzing Grader-per FAA Requirements																			
P-304-C18, P-401, P-403, P-504-Q4-Analysis Forms																			
Periodic Client Meetings																			
Final Monitoring Coordination																			
FAA Grant Coordination / Reimbursement Processing	1																		85.50
Subtotal																			1,898.50
Construction Surveying - Establish Project Control																			\$
Contractor Staking QALOC - Slope Staking																			
Contractor Staking QALOC - Finish Staking																			
Contractor Staking QALOC - Stringline																			
Contractor Staking QALOC - Other																			
Observation - Full Time and Periodic Aeronautical Survey Services																			
Subtotal																			\$
Total Hours	19	21	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,898.50
Hourly Rate	\$58.00	\$34.00	\$27.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3,563.86
Subtotal																			\$

Expenses	per trip @	trips	per day @	days
Air Charter				
Per Diem	\$ 150.00			
Vehicle Usage	\$ 20.00			
Materials and Supplies				
Subcontractant Services				

Direct Labor Total \$ 1,898.50
 Indirect Labor Total (1.8772 Overhead Rate) \$ 3,563.86
 Direct and Indirect Labor Total \$ 5,462.36
 Fixed Fee (15%) \$ 819.35
 Cost of Facilities (0.95%) \$ 18.04
 Subtotal \$ 6,299.75
 Expenses Total \$ 100.25
 Construction Observation and Records Total Cost \$ 6,400.00

Attachment C

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

Note: Consultant or Contractor refers to ENGINEER. Sponsor refers to OWNER.

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A1 ACCESS TO RECORDS AND REPORTS

Source: 2 CFR § 200.333; 2 CFR §200.336; FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

Source: 41 CFR part 60-4; Executive Order 11246

Applicability

Contracts Exceeding \$10,000

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects. The goals for minority participation depend on Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor document, "Technical Assistance Guide for Federal Construction Contractors". EA's and SMSA's cross state boundaries so a sponsor may have to refer to entries for adjacent states to find their project location.

A sponsor must insert the applicable percentage minority goal. Sponsor must not simply insert a reference to the Federal Register Notice.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors. This value does not change per county or state.

Contract Types -

Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment: The sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. firefighting and snow removal vehicles)

Professional Services: The sponsor must incorporate this notice in any professional service agreement if the professional service agreement includes construction work (as defined above) that exceed \$10,000. Examples include installation of noise monitoring systems.

Property/Land: The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

CONTRACT CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	2.7%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Montana, Lake County, Polson.

A3 BREACH OF CONTRACT TERMS

Source: 2 CFR § Appendix II(A)

Applicable to Contracts Exceeding \$150,000

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to

withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

Source: Title 49 USC § 50101

BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Applicability

Not applicable to Professional Service Agreements unless there is a deliverable that meets the definition of a manufactured product.

A5 CIVIL RIGHTS - GENERAL

Source: 49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS - TITLE VI ASSURANCE

Source: 49 USC § 47123; FAA Order 1400.11

Title VI Compliance with Nondiscrimination Requirements

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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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 will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
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 leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Source: 2 CFR § 200, Appendix II(G)

Applicable to Contracts Exceeding \$150,000

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Source: 2 CFR § 200, Appendix II(E)

Applicable to Contracts Exceeding \$100,000

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND "ANTI-KICKBACK" ACT

Source: 2 CFR § 200, Appendix II(D)

Applicability

Contracts Exceeding \$2,000

The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

CONTRACT CLAUSE

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

Source: 2 CFR § 200, Appendix II(D); 29 CFR Part 5

Applicability

Contracts Exceeding \$2,000

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, the PSA must incorporate this clause.

CONTRACT CLAUSE

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and

its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including

any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or

indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered

in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A11 DEBARMENT AND SUSPENSION

Source: 2 CFR part 180 (Subpart C); 2 CFR part 1200; DOT Order 4200.5

Applicable to Contracts Exceeding \$25,000

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

Source: 2 CFR part 26

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Lake County/City of Polson. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Lake County/City of Polson. This clause applies to both DBE and non-DBE subcontractors.

RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Lake County/City of Polson to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A13 DISTRACTED DRIVING

Source: Executive Order 13513; DOT Order 3902.10

Applicable to Contracts Exceeding \$3,500

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

Source: 2 CFR § 200, Appendix II(H)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

A15 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

Source: 2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

Applicability **Contracts Exceeding \$10,000**

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions - a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types -

Construction - The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment - The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - The sponsor must include contract and specification language into all professional service agreements as required above. Property - The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

CONTRACT CLAUSE

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such

a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular

group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Source: U.S.C. § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Source: U.S.C. § 1352 - Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J);
49 CFR part 20, Appendix A

Applicable to Contracts Exceeding \$100,000

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

A18 PROHIBITION of SEGREGATED FACILITIES

Source: CFR § 60

Applicable to Contracts Exceeding \$10,000

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Source: CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

A20 PROCUREMENT OF RECOVERED MATERIALS

Source: 29 CFR § 200.322; 40 CFR part 247

Applicability

Contracts Exceeding \$10,000

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines.

The requirements of § 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

***Contract Types** - This provision applies to any contracts that include procurement of products where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.*

***Construction and Equipment** - Include this provision in all construction and equipment projects*

***Professional Services and Property** - Include this provision if the agreement includes procurement of a product that exceeds \$10,000*

CONTRACT CLAUSE

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conservation/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A21 RIGHT TO INVENTIONS

Source: CFR § 200, Appendix II(F); 37 CFR § 401

Applicability

This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that includes performance of experimental, developmental, or research work. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes experimental, developmental or research work.

CONTRACT CLAUSE

This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that includes performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes *experimental, developmental or research work*.

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

A22 SEISMIC SAFETY

Source: 49 CFR part 41

Applicability

This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services and Construction - Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

CONTRACT CLAUSE

Seismic Safety (Design)

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23 TERMINATION OF CONTRACT

Source: 2 CFR § 200 Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09

Applicable to Contracts Exceeding \$10,000

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A24 TRADE RESTRICTION CERTIFICATION

Source: 49 USC § 50104; 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A25 VETERAN'S PREFERENCE

Source: 49 USC § 47112(c)

Applicability

This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

CONTRACT CLAUSE

This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Application for Federal Assistance SF-424

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

B. County Government

Type of Applicant 2: Select Applicant Type:

C. City or Township Government

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

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

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

City of Polson and Lake County, Montana

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

Polson Airport SRE Equipment

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: Montana 1st	*b. Program/Project:
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: April 1, 2015	*b. End Date: October 2016
18. Estimated Funding (\$):	
*a. Federal	\$191,655.00
*b. Applicant	\$21,295.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$212,950.00
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____. <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input type="checkbox"/> c. Program is not covered by E. O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <u>Ms.</u>	*First Name: <u>Ann</u>
Middle Name: _____	
*Last Name: <u>Brower</u>	
Suffix: _____	
*Title: Chairman, Lake County Commission	
*Telephone Number: 406-883-7204	Fax Number: _____
* Email: lakecommissioners@lakemt.gov	
*Signature of Authorized Representative: 	*Date Signed: _____

**PART II
PROJECT APPROVAL INFORMATION
SECTION A**

Item 1
Does this assistance request require State, local, regional, or other priority rating?

Name of Governing Body
Priority

Yes No

Item 2.
Does this assistance request require State, local advisory, educational or health clearances?

Name of Agency or Board
(Attach Documentation)

Yes No

Item 3
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

(Attach Comments)

Yes No

Item 4
Does this assistance request require State, local, regional or other planning approval?

Name of Approving Agency
Date

Yes No

Item 5.
Is the proposed project covered by an approved comprehensive plan?

Check One: State
Local
Regional

Yes No Location of plan

Item 6.
Will the assistance requested serve a Federal installation?

Name of Federal Installation
Federal Population benefiting from Project 100

Yes No

Item 7
Will the assistance requested be on Federal land or installation?

Name of Federal Installation
Location of Federal Land
Percent of Project

Yes No

Item 8
Will the assistance requested have an impact or effect on the environment?

See instructions for additional information to be provided.

Yes No

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Number of:
Individuals
Families
Businesses
Farms

Yes No

Item 10.
Is there other related Federal assistance on this project previous, pending, or anticipated?

See instructions for additional information to be provided.
AIP 3-30-0061-005-2013 is still open for planning efforts and AIP 3-30-0061-007-2015 is still open for pavement maintenance.

Yes No

PART II – SECTION C

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:

Not Applicable

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 Part V of this Application, 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.

Not Applicable

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

Not Applicable

6. 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.

Not Applicable

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.

Not Applicable

8. Air and Water Quality Standards. – In projects involving airport location, a major runway extension, or runway location it will provide to 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.

Not Applicable

The Sponsor hereby represents and certifies as follows:

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:

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":

Parcel 1 – Warranty Deed
Parcel 2 – Warranty Deed
Parcel 3 – Deed Record
Tract 1 – Warranty Deed
Tract 2 – ROW Easement
Tract 3A – Avigation Easement
Tract 4A – Avigation Easement
Tract 4B – Avigation Easement
Tract 4C – Avigation Easement
Parcel 5 – Clear-zone Easement
Parcel 5A – Avigation Easement
Parcel 5B – Avigation Easement
Parcel 5C – Avigation Easement

*

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":

The Sponsor holds the necessary ownerships on all land upon which work will be performed.

(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":

**State 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.*

Not Applicable

PART III- BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No..... **20-106**

2. Functional or Other Breakout..... _____

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment+ or (-)	
1. Administration Expense	\$ 1,150.00	\$	\$ 1,150.00
2. Preliminary Expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	30,400.00		30,400.00
5. Other architectural engineering fees			
6. Project inspection fees	6,400.00		6,400.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment	175,000.00		175,000.00
13. Miscellaneous			
14. Total (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	212,950.00		212,950.00
20. Federal Share requested of Line 19	191,655.00		191,655.00
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)	191,655.00		191,655.00
23. Grantee share	21,295.00		21,295.00
24. Other shares			
25. Total project (Lines 22, 23, & 24)	\$ 212,950.00		\$ 212,950.00

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals		

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 21,295.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain) – MAD Loan	
h. TOTAL – Grantee share	
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 21,295.00

SECTION E - REMARKS

The following are incorporated by reference:

1. Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects
2. DOT Title VI Assurances
3. Exhibit "A" Property Map and Property Acquisition Map
4. Plans and Specifications for Pavement Maintenance
5. Agreements and Amendments for Consultant's Services

**PART IV
PROGRAM NARRATIVE**

**POLSON AIRPORT
Pavement Maintenance
AIP 3-30-0061-007-2015**

AIRPORT SPONSOR:	Lake County Joint Airport Board Jeff Walla;
NAME OF PREPARER:	KLJ Inc.; 406-755-2763
PROJECT PERIOD:	April 1, 2016 through October 31, 2016
PROJECT COST:	\$212,950.00

OVERVIEW

Work covered under this grant is for the design and procurement of a new snow removal equipment Work anticipated under this grant is more fully described under the Project Description below.

PROJECT DESCRIPTION

Design, bid, and administer the acquisition of a runway snow plow and attachments.

OBJECTIVES AND NEED FOR THIS ASSISTANCE

A runway snow plow is necessary to maintain a safe airport during snow events. The Sponsor does not currently have reliable snow removal equipment nor do they have the financial resources necessary to acquire the SRE without Federal assistance. The Sponsor does have an existing SRE building in which they will store the new equipment.

BENEFITS EXPECTED

A new Airport snow removal truck and plow is desirable to more efficiently facilitate snow removal from Airport pavements and to provide for continued safe aircraft operations at the Polson Airport during and after snow events.

PROJECT COSTS

Project costs are summarized on the following Summary of Project Costs (310-15).

SUMMARY OF PROJECT COSTS (3-10-16)

**POLSON AIRPORT
AIP 3-30-0061-008-2016**

	TOTAL PROJECT COSTS		Federal (90%)	Local (10%)
	Original	Final		
I. SUMMARY OF PROJECT COSTS				
A. ADMINISTRATIVE EXPENSE				
<i>Bid Advertisement</i>				
Missoulian	\$900.00	\$0.00	\$810.00	\$90.00
Lake County Leader - Estimated	\$150.00	\$0.00	\$135.00	\$15.00
Valley Journal - Estimated	\$100.00	\$0.00	\$90.00	\$10.00
Subtotal Administrative Expense	\$1,150.00	\$0.00	\$1,035.00	\$115.00
D. ARCHITECTURAL ENGINEERING BASIC FEES				
<i>Task 2 - Preliminary and Design Services</i>				
KLJ, Inc.	\$27,700.00	\$0.00	\$24,930.00	\$2,770.00
<i>Task 13 - FAA Project Closeout Report</i>				
KLJ, Inc.	\$2,700.00	\$0.00	\$2,430.00	\$270.00
Subtotal Architectural Engineering Basic Fees	\$30,400.00	\$0.00	\$27,360.00	\$3,040.00
E. OTHER ARCHITECTURAL ENGINEERING FEES				
F. PROJECT INSPECTION FEES				
<i>Task 3 - Construction Observation and Records</i>				
KLJ, Inc.	\$6,400.00	\$0.00	\$5,760.00	\$640.00
Subtotal Project Inspection Fees	\$6,400.00	\$0.00	\$5,760.00	\$640.00
K. CONSTRUCTION AND PROJECT IMPROVEMENT				
Subtotal Construction And Project Improvement				
L. EQUIPMENT				
SRE Carrier Vehicle w/Blade and Attachments	\$175,000.00	\$0.00	\$157,500.00	\$17,500.00
Subtotal Equipment	\$175,000.00	\$0.00	\$157,500.00	\$17,500.00
M. MISCELLANEOUS				
II. SUMMARY OF TOTAL, FEDERAL, AND SPONSOR SHARES				
<u>PROJECT COST CLASSIFICATION</u>				
A. ADMINISTRATIVE EXPENSE	\$1,150.00	\$0.00	\$1,035.00	\$115.00
D. ARCHITECTURAL ENGINEERING BASIC FEES	\$30,400.00	\$0.00	\$27,360.00	\$3,040.00
F. PROJECT INSPECTION FEES	\$6,400.00	\$0.00	\$5,760.00	\$640.00
L. EQUIPMENT	\$175,000.00	\$0.00	\$157,500.00	\$17,500.00
TOTAL FEDERAL SHARE	\$212,950.00	\$0.00	\$191,655.00	\$21,295.00



**FAA
Airports**

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

Updated: 3/20/2014

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	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
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	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
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	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	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
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
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	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
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing 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
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program



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, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements.

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.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 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, 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.
- 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. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- 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 Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from 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 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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.

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 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

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

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any 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 §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

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

c. Duration.

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

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

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession 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.”

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 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, creed, sex, age, or handicap 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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

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

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- 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 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 DBE and 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 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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

STANDARD DOT TITLE VI ASSURANCES

Lake County Joint Airport Board (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 _____

Lake County

(Sponsor)



(Signature of Authorized Official)

Ann Brower, Lake County Commission,
Chairman

City of Polson

(Sponsor)

**(Signature of Authorized Official) Mark
Shrives, City Manager, City of Polson**

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 or 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: Polson Airport (8S1)

LOCATION: Polson, Montana

AIP PROJECT NO. 3-30-0061-008-2016

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) Malta Airport (M75).
- 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) Malta Airport (M75), 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: _____ DATE: _____

TITLE: Rick Newman, Chairman

SPONSORING AGENCY: Lake County Joint Airport Board

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; *N/A*
- b. The nature and basis of opposition; *N/A*
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; *N/A*
- 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. *N/A*
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; *N/A*
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; *N/A*
- g. Benefits to be gained by the proposed development; and *N/A*
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. *N/A*

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 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.

Signed _____ Date _____
Sponsor's Authorized Representative

Title Rick Newman, Chairman
Lake County Joint Airport Board

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Lake County Joint Airport Board

AIP #: 3-30-0061-008-2016

Project Description(s): SRE Equipment

- 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

City Manager Annual Appraisal Report

Discussion: March 21, 2016

Report Date: April 4, 2016

Overall the Commission feels Mark is a good City Manager and has made many positive changes for our City. It is beneficial to the City to have someone with Mark’s experience, training, understanding, and leadership, who has the time dedicated towards navigating the various issues of the City. Mark has done a good job at keeping the Commission apprised of current or upcoming issues; is doing a good job at leading us through the challenges; and is keeping the communication flow going. His leadership and work has had a positive influence on the City of Polson and its relationship with the community. Not only are the Commission meetings running well because of this, we believe the community perception of the city has had great improvements, as well.

Some specific successes we would like to highlight include the following:

- Mark is responsive to our recommendations and suggestions.
- The Agenda Item Summaries have added great value to the Commission and Citizens – the accompanying documents are helpful in further explaining the agenda item.
- The Strategic Planning Workshop was a huge success and his organization and leadership in that was very important. As we continue to utilize and grow this tool, it will be very valuable for the City of Polson, the staff and the citizens.
- Mark’s suggestion to compromise on the Polson Development Code – to maintain the CCPB but allow us to operate the Codes independently – was great. It allowed us to continue co-op planning efforts, but also allowed the County to become more comfortable with things before jumping in. It was a great idea.
- Updating processes and procedures within the City and leadership of City departments and personnel.
- One of Mark’s strengths is his ability to complete projects. Updating Ordinances, staff evaluations, and many other important projects that have been in the works for some time have moved forward and many have been completed since Mark has been in his position. These projects are difficult, but Mark has the right balance of being patient, generating understanding, and moving forward.

A couple things to continue to work towards:

- Continue to provide us with great information, and please be sure to share your own perspectives and opinions on matters to help us understand more thoroughly your thoughts and ideas.
- Continue to focus on having Commission packets out by Thursday at 5:00 PM prior to meetings on Mondays.
- Although we have not reached the end of the quarter, we want to make sure we do not lose sight of doing quarterly financial reports for the Commissioners.

Overall, we have seen good things happening. There is a sense of partnership between the Commission and the City Manager, and we believe his skills and experience will continue to be helpful and valuable to the City Commissioners, City Staff and Citizens.

CM Signature: _____ Date: _____

Mayor Signature: _____ Date: _____

HR Signature: _____ Date: _____