



# Bonner County

## Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

CONSENT  
AGENDA

August 27, 2024

### Memorandum

To: Bonner County Commissioners

Re: Adopting the Order of the Agenda as Presented

A suggested Motion would be: **Mr. Chairman I move to adopt the order of agenda as presented.**

Consent Agenda

The Consent Agenda includes:

#### CONSENT AGENDA – Action Item

- 1) Bonner County Commissioners' Minutes for August 20, 2024
- 2) Plats for Approval: MLD0008-23, Good Dog Acres; MLD0032-24, Weichal Subdivision
- 3) Clerical Correction: Resolution Number Assignment
- 4) Invoice(s) Over \$5k: Sheriff (5, 3 Confidential); Solid Waste

A suggested motion would be: **Mr. Chairman, based on the information before us I move to approve the consent agenda as presented.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Luke Omodt, Chairman



# Bonner County

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## Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

### MINUTES FOR THE BONNER COUNTY BOARD OF COMMISSIONERS' MEETING

August 20, 2024 – 9:00 A.M.

Bonner County Administration Building  
1500 Hwy 2, Room 338, Sandpoint, ID

On Tuesday, August 20, 2024, the Bonner County Commissioners met for their regularly scheduled meeting with Commissioners Omodt, Williams, and Bradshaw present. Commissioner Omodt called the meeting to order at 9:00 a.m. The Invocation was presented by John Dupree and the Pledge of Allegiance followed.

#### STANDING RULES

#### ADOPT ORDER OF THE AGENDA AS PRESENTED

Commissioner Bradshaw made a motion to adopt the order of agenda as presented. Commissioner Williams seconded the motion. All in favor. The motion carries.

#### CONSENT AGENDA – Action Item

- 1) Bonner County Commissioners' Minutes for August 13, 2024
- 2) Plats for Approval: MLD0061-23, Clark Acres; MLD0048-23, Shadow Green Estates
- 3) Invoice(s) Over \$5k: Sheriff (2 Confidential)

Commissioner Williams made a motion to adopt the consent agenda as presented. Commissioner Bradshaw seconded the motion. Commissioners Omodt and Bradshaw – Aye; Commissioner Williams – . The motion carries.

#### CLERK – Michael Rosedale

- 1) Action Item: Discussion/Decision Regarding FY24 Claims Batch #23; **Totaling \$1,539,019.03**  
Commissioner Bradshaw made a motion to approve payment of the FY24 Claims in Batch #23 Totaling \$1,539,019.03. Commissioner Williams seconded the motion. All in favor. The motion carries.
- 2) Action Item: Discussion/Decision Regarding FY24 EMS Claims Batch #23; **Totaling \$39,919.39**  
Commissioner Williams made a motion to approve payment of the FY24 EMS Claims in Batch #23 Totaling \$39,919.39. Commissioner Bradshaw seconded the motion. All in favor. The motion carries.

#### AIRPORT – Dave Schuck

- 1) Action Item: Discussion/Decision Regarding Re-Appointment of Members to the Bonner County Airport Advisory Board; **Resolution**

Commissioner Bradshaw made a motion to approve Resolution #2024-51 re-appointing Dave Schuck, Andy Berrey, & Bob Del Valle to a three-year term beginning August 20, 2024, and ending August 19, 2027, on the Bonner County Airport Advisory Board. Commissioner Williams seconded the motion. All in favor. The motion carries.

- 2) Action Item: Discussion/Decision Regarding FAA AIP Grant Application AMENDMENT for AIP 3-16-0058-016-2024 for Taxilane and Apron Construction at Priest River Airport

Commissioner Williams made a motion to amend our application for this grant to the amount of \$444,271

and that the chairman sign administratively. Commissioner Bradshaw seconded the motion. All in favor. The motion carries.

**SOLID WASTE – Bob Howard**

- 1) Action Item: Discussion/Decision Regarding a 5-year term Contract with Waste Management of Idaho, Inc.; **Rural Collection \$47,735.84 Monthly, Transfer Station Operation \$11.01 per Ton, Transportation and Disposal \$95.78 per Ton**

Commissioner Bradshaw made a motion to approve and sign the Waste Management solid waste contract for Rural Collection, Transfer Station Operation and Transportation and Disposal. Commissioner Williams seconded the motion to advance for discussion. Brief discussion. All in favor. The motion carries.

**DISTRICT 2 COMMISSIONER DISCUSSION**

- 1) Commissioner Chat Review: Summary of the completed chat with information on upcoming chat guests
- 2) Ongoing issues/concern updates
- 3) Litigation
- 4) Workshops pending
- 5) Questions from the public

**PUBLIC COMMENT \* Opened at 9:29 a.m.**

George Gehrig – Had questions for Commissioners Omodt and Williams.

**EXECUTIVE SESSION – Human Resources**

- 1) Executive Session under Idaho Code § 74-206 (1) (A) Hiring  
Action Item: Discussion/Decision Regarding Court Clerk

At 9:32 a.m. Commissioner Omodt stepped down from the chair and made a motion to go into Executive Session under Idaho Codes § 74-206 (1) (A) Hiring. Commissioner Bradshaw seconded the motion. Brief discussion. Roll call vote: Commissioner Williams – Did not vote; Commissioner Omodt – Yes; Commissioner Bradshaw – Yes. The motion carries.

Reconvened at 9:51 a.m.

Commissioner Bradshaw made a motion to proceed as directed regarding the Court Clerk III. Commissioner Omodt stepped down from the chair and seconded the motion. Brief discussion. Roll call vote: Commissioner Williams – No; Commissioner Omodt – Yes; Commissioner Bradshaw – Yes. The motion carries.

The meeting was adjourned at 9:53 a.m.

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The following is a summary of the Board of County Commissioners  
Special Meetings, (including Tax Cancellations, Assistance Meetings/Admin and other) Executive Sessions,  
Emergency Meetings and Hearings held during the week of August 13, 2024 – August 19, 2024  
Copies of the complete meeting minutes are available upon request.

On Wednesday, August 14, 2024, a Planning Hearing was held pursuant to Idaho Code §74-204 (2).

On Thursday, August 15, 2024, an Executive Session was held pursuant to Idaho Code §74-206(1)(F) Litigation & 74-206(1)(D) Records Exempt.

On Thursday, August 15, 2024, an Insurance Update was held pursuant to Idaho Code §74-204 (2).

On Thursday, August 15, 2024, a Special Meeting for BOCC & Clerk was held pursuant to Idaho Code §74-204 (2).

On Monday, August 19, 2024, a DMV Hearing was held pursuant to Idaho Code §74-204 (2).

ATTEST: Michael W. Rosedale

By \_\_\_\_\_  
Chairman Luke Omodt

By \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date



# Bonner County Planning Department

*"Protecting property rights and enhancing property value"*

1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

Phone (208) 265-1458 - Fax (866) 537-4935

Email: [planning@bonnercountvid.gov](mailto:planning@bonnercountvid.gov) - Web site: [www.bonnercountvid.gov](http://www.bonnercountvid.gov)



## Board of County Commissioners Memorandum

August 13, 2024

To: Board of County Commissioners

From: Rob Winningham, Bonner County Planner

**Subject: Final plat, MLD0008-23 – GOOD DOG ACRES**

The above referenced plat is a minor land division dividing one (1) 13.97-acre lot into one (1) 2.5-acre lot, one (1) 3.18-acre lot and one (1) 7.55-acre lot. The property is zoned Suburban (S) and meets the requirements of that zone. The property is served by individual well, individual septic, and Northern Lights, Inc. The property is accessed off Gooby Road, a Bonner County owned and maintained right-of-way. The parcel is located in a portion of Section 8, Township 57 North, Range 2 West, Boise Meridian, Idaho. The plat was approved by Bonner County on March 23, 2023.

The conditions of approval for this file have been completed. Notes and easements required by plat approval are shown on the final plat.

Legal Review: \_\_\_\_\_

Distribution: Jake Gabell  
Janna Berard  
Rob Winningham

Recommendation: Staff recommends the Board approve the final plat of the above referenced file.

Consent Agenda

Recommendation Acceptance: ☐ Yes ☐ No

\_\_\_\_\_  
Commissioner Luke Omodt, Chairman

Date: \_\_\_\_\_

# Bonner County Planning Department

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1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

Phone (208) 265-1458 - Fax (866) 537-4935

Email: [planning@bonnercountyd.gov](mailto:planning@bonnercountyd.gov) - Web site: [www.bonnercountyd.gov](http://www.bonnercountyd.gov)



## Board of County Commissioners Memorandum

August 13, 2024

To: Board of County Commissioners

From: Rob Winningham, Bonner County Planner

**Subject: Final plat, MLD0032-24 – WEICHAL SUBDIVISION**

The above referenced plat is a minor land division dividing one (1) 9.5-acre parcel into two (2) 4.75-acre lots. The applicant has been granted a lot size minimum deviation through VE0009-24. The property is zoned Rural 5 (R-5) and meets the requirements of that zone. The property is served by individual well, individual septic, and Northern Lights, Inc. The property is accessed off Clagstone Road, a Bonner County owned and maintained right-of-way. The parcel is located in a portion of Section 27, Township 54 North, Range 4 West, Boise Meridian, Idaho. The plat was approved by Bonner County on July 23, 2024.

The conditions of approval for this file have been completed. Notes and easements required by plat approval are shown on the final plat.

Legal Review: \_\_\_\_\_

Distribution: Jake Gabell  
Janna Brown  
Rob Winningham

Recommendation: Staff recommends the Board approve the final plat of the above referenced file.

Consent Agenda

Recommendation Acceptance: ☐ Yes ☐ No

\_\_\_\_\_  
Commissioner Luke Omodt, Chairman

Date: \_\_\_\_\_



# Bonner County Commissioners

1500 Hwy 2, Ste. 308 • Sandpoint, ID 83864 • Phone: (208) 265-1438

August 27, 2024

## Memorandum

Consent  
Agenda

To: Commissioners

Re: Renumbering Resolution – Clerical Error

Due to a clerical error on August 19, 2024 one resolution # was duplicated.

To correct this error, the following Resolutions have been renumbered as indicated below:

<u>Resolution Title</u>	<u>Date Approved</u>	<u>Resolution #</u>
Bonner County Department of Motor Vehicles Increase Title Fees Collected by the Department of Motor Vehicles	08/19/2024	#2024 - 50

A suggested motion would be: I move to approve the renumbering of the resolutions listed within this memo from Resolution Numbers #2024-49 to #2024-50.

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt Chairman

**RESOLUTION NO. 24-\_\_**

**Bonner County Department of Motor Vehicles  
Increase Title Fees Collected by the Department of Motor Vehicles**

**WHEREAS**, the Bonner County Board of Commissioners is authorized pursuant to Idaho Code § 31-870, Fees for County services, to impose and collect fees by resolution; and

**WHEREAS**, Such fees shall be in the amount reasonably related to but not exceeding the cost of services incurred by the Department of Motor Vehicles; and

**WHEREAS**, The County Assessor recommends an increase in the title fee collected by the DMV from the current fee of \$18.00 to \$24.00, with \$11 going to ITD and \$13.00 to the county effective October 1, 2024; and

**WHEREAS**, In accordance with Idaho Code § 63-1311A, notice was published in the Bonner County Daily Bee on August 5, 2024 & August 12, 2024; and

**WHEREAS**, The Bonner County Commissioner's held a Public Hearing on Monday, August 19, 2024, to hear comments regarding the proposed changes in the DMV title fees;

**NOW, THEREFORE, BE IT RESOLVED**, by the Bonner County Board of Commissioners, that the following DMV fees are hereby established to take effect October 1, 2024:

\$24.00 title fee, with \$11.00 going to Idaho Transportation Department and \$13.00 to the county to cover direct costs of processing titles.

**ADOPTED** as a Resolution of the Board of County Commissioners of Bonner County, Idaho, upon a majority vote, this 19th day of August, 2024.

**Bonner County Board of Commissioners**

\_\_\_\_\_  
Luke Omodt, Chairman

\_\_\_\_\_  
Asia Williams, Commissioner

\_\_\_\_\_  
Steven Bradshaw, Commissioner

ATTEST: Michael Rosedale

By: \_\_\_\_\_  
Deputy Clerk



## Bonner County Sheriff's Office

4001 N Boyer Road • Sandpoint, ID 83864 • Phone: (208) 263-8417

### Memorandum

**Date:** August 20, 2024

**To:** Board of County Commissioners

**From:** Sheriff Daryl Wheeler

**Re:** Labor for outfitting new Chevy Silverados - Purchase over \$5k

**Description:**

The Bonner County Sheriff's Office would like permission to pay for the labor to outfit one of our 2024 Chevrolet Silverados in the amount of \$19,623.00 from Frontline Communication Systems.

There is adequate funds in:

03472/9390 Sheriff/Capital Vehicles

This Request has been approved by:

Auditing – Mike Rosedale

A handwritten signature in black ink, appearing to read "Mike Rosedale".

**Distribution:**

Original to be sent to the Sheriff's Office

Copy to Auditor's Office

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_

Commissioner Luke Omodt, Chairman



Date 7/24/2024  
Quotation # 607835  
Customer ID

Quotation for: Bonner County Sheriff

FRONTLINE Communications Systems  
16208 E. Lacrosse Ln  
Spokane Valley, WA 99216  
Phone: (509) 214-1498

ATTN:

Tim Hemphill  
4001 N. Boyer Ave  
Sandpoint, ID 83864

Vehicle Upfitting

P.O. Number	Delivery Date	Ship Via	F.O.B. Point	Terms
				Net 30

Quantity	Part Number	Description	Unit Price	Taxable?	Amount
Lighting					
1	ENGSA5100RSP	Blueprint 500 Remote system with Buttons 100W	\$ 1,047.00		\$ 1,047.00
1	ETSS100J	100W Siren Speaker	\$ 233.00		\$ 233.00
1	ENGLMK001	Blueprint Link Micro Kit Silverado 1500 (push button) 22+	\$ 440.00		\$ 440.00
1	ENGND04102	Remote Node	\$ 225.00		\$ 225.00
1	ENGHNK06	Remote Node 10FT Harness	\$ 127.00		\$ 127.00
2	EMPS2STS4J	4" Mpower Screw Mount Red/Blue	\$ 147.00		\$ 294.00
2	EMPS1SMS4RBA	3" Mpower Screw Mount Red/Blue/Amber	\$ 145.00		\$ 290.00
1	ENNLB01GNP-3L8	Bonner County Spec Lightbar 54"	\$ 2,954.00		\$ 2,954.00
Console/Computer					
1	C-VSW-2600-SILV	VS 26" Wide Flat Console for 2019-2024 Chevrolet Silverado, Not Compatible with 13.4" Dash Screen	\$ 729.00		\$ 729.00
1	C-APW-1390	13" Accessory Pocket 9" Deep for 3.3" Wide console	\$ 68.00		\$ 68.00
1	C-EBW20-LP1-USB-1P	Equipment Bracket for Wide VSW Consoles, Fits Single Lighter Plug and Single USB/Switch			\$ -
1	C-USB-3	USB-C & USB Type A Dual Port Charger	\$ 80.00		\$ 80.00
1	C-LPO	Lighter Plug Socket	\$ 12.00		\$ 12.00

Quantity	Part Number	Description	Unit Price	Taxable?	Amount
1	C-SW-2	Rocker Switch On/Off/On	\$ 22.00		\$ 22.00
1	C-LP3-BL2	Console Accessory Bracket Kit with 3 Lighter Plug Outlets and 2 Blanks	\$ 64.00		\$ 64.00
1	C-EB25-XTL-1P	Havis FP Motorola XTL Remote Head			\$
1	C-EB40-SO5-1P	Havis FP Soundoff 500 series siren remote head			\$
1	C-AP-0625-1	Internal Storage Tray 6"	\$ 51.00		\$ 51.00
1	CUP2-1001	Self Adjusting Double Cup Holder	\$ 54.00		\$ 54.00
2	C-MCB	Microphone Clip with Height Adjustment	\$ 16.00		\$ 32.00
2	MagMic	Magnetic Mic Holder	\$ 40.00		\$ 80.00
1	C-MAP-T-LED	Gooseneck LED Map Light	\$ 126.00		\$ 126.00
1	3VTE6	3 Outlet 12V Outlet Box	\$ 22.00		\$ 22.00
		Laptop Dock			
1	C-HDM-204	8.5 Heavy Duty Telescoping Pole Side Mount	\$ 184.00		\$ 184.00
1	LPS-211	Multipurpose Bracket on Docking Stations	\$ 35.00		\$ 35.00
1	C-MD-112	11" Slide out Locking Arm with Motion Adapter	\$ 293.00		\$ 293.00
1	DS-DELL-423	Cradle For Dell 5430, 7330, 5420, 5424 & 7424 Notebooks	\$ 426.00		\$ 426.00
		Partition			
1	PK1156CHT191500	#10XL Horizontal Sliding Window Coated Poly	\$ 996.00		\$ 996.00
1	GK10301S11UHK	Dual T-Rail 1 Small, 1 Universal with HC key override	\$ 521.00		\$ 521.00
1	GK10251SHK	Single T-Rail Small Lock with Handcuff Key Override	\$ 297.00		\$ 297.00
1	352-01	Underseat Storage box	\$ 549.00		\$ 549.00
		Exterior Equipment			
1	BK2168CHT221500	PB450L4 with Soundoff Mpowers Tri-color	\$ 1,070.00		\$ 1,070.00



Quantity	Part Number	Description	Unit Price	Taxable?	Amount
1	EMPR10037-WW	mpower 2x1 Dual Stacked Light Kit, includes (4) 2x1 lights, (White LEDs)	\$ 622.00		\$ 622.00
1	B1443S	LAIRD/TE ANTENNA, VHF, 5/8 WHIP W/SPR	\$ 75.00		\$ 75.00
<b>Interior Equipment</b>					
1	CH27.1.20	CH27 W/Timer and Harness	\$ 799.00		\$ 799.00
1	M85437R/WL	Red/White Guest Light	\$ 74.00		\$ 74.00
1	RFU-600-6	Coax Connector UHF Mini Crimp RG58	\$ 8.00		\$ 8.00
1	MB8U	RG58 Coax NMO Mount 17Ft	\$ 24.00		\$ 24.00
1	Misc Install Supplies	Includes terminal blocks, wire, connectors, etc	\$ 400.00		\$ 400.00
1	Installation Services	Installation of all emergency equipment	\$5,800.00		\$ 5,800.00
<b>Subtotal</b>					<b>\$ 19,123.00</b>
<b>Tax Rate</b>					<b>8.90%</b>
<b>Sales Tax</b>					<b>\$ -</b>
<b>Freight</b>					<b>\$ 500.00</b>
<b>Total</b>					<b>\$ 19,623.00</b>

If you have any questions concerning this quotation contact:  
Steve McLaughlin: (208) 660-4056 or smclaughlin@frontlinecs.net  
The information in this quotation is PROPRIETARY & CONFIDENTIAL for use by Frontline  
Communication Systems and the Client referred to within. Quote Valid for 30 Days

Thank you!



## Bonner County Sheriff's Office

4001 N Boyer Road • Sandpoint, ID 83864 • Phone: (208) 263-8417

### Memorandum

**Date:** August 20, 2024  
**To:** Board of County Commissioners  
**From:** Sheriff Daryl Wheeler  
**Re:** Purchase over 5K - Better Together Animal Alliance

#### Description:

The Bonner County Sheriff's Office would like to pay the annual impound fees contract with the Better Together Animal Alliance in the amount of \$15,000.00. This covers the costs associated with animals that are brought to the animal shelter by county deputies. The Bonner County Sheriff's Office has adequate funds in its 03455-9120 Sheriff (Animal Control) account to cover this annual invoice.

This Request has been approved by:

Auditing – Mike Rosedale

A handwritten signature in black ink, appearing to read "MR", written over a horizontal line.

#### Distribution:

Original to be sent to the Sheriff's Office  
Copy to Auditor's Office

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman



Better Together Animal Alliance  
870 Kootenai Cutoff Rd.  
Ponderay ID 83852

208-265-7297

# INVOICE

Reference #: BC-23/24

Date: 8/9/2024

Bonner County Sheriff  
1500 Highway 2, Ste 336  
Sandpoint, ID 83864

Description	Qty	Rate	Amount
Annual Impound Contract Fees for 2023-2024		15,000.00	15,000.00
Current Contract Obligation set to expire September 30, 2024			
Sales Tax (6.0%)			\$0.00
Total			\$15,000.00
Payments			\$0.00
Balance Due			\$15,000.00

[bettertogetheranimalalliance.org](http://bettertogetheranimalalliance.org)



# BONNER COUNTY SOLID WASTE

1500 Highway 2, Suite 101 • Sandpoint, Idaho 83864-1303  
Phone (208) 255-5681 • Fax 844-965-9700 • [www.bonnercountyid.gov](http://www.bonnercountyid.gov)

## Solid Waste Consent Agenda

### Memorandum

Date: 08/27/2024

To: Commissioners

From: Bob Howard, Solid Waste Director

Re: Dufort and Prater Valley Seal Coating

Solid Waste is requesting approval to crack seal and sealcoat the Dufort collection site and Prater Valley collection site.

#### Dufort

Black Canvas Sealcoat \$15,138.20

Selkirk Sealcoat \$12,515.92

#### Prater Valley

Black Canvas Sealcoat \$10,680.00

Selkirk Sealcoat \$11,199.79

Selkirk Sealcoat was the low bid for the Dufort site

Black Canvas was the low bid for the Prater Valley site

Distribution: Original to BOCC  
Email copy to Bob Howard, Melissa Gault

Auditing: 

Recommendation Acceptance: ☐ yes ☐ no

\_\_\_\_\_  
Luke Omodt, BOCC Chairman

Date: \_\_\_\_\_

# ESTIMATE

## Black Canvas Sealcoat

4331 E French Gulch Rd.  
Coeur D' Alene ID 83814  
United States  
Phone: 2087558840  
blackcanvascda@gmail.com  
www.blackcanvascda.com

Estimate #	301
Date	Jul 22, 2024
Total	\$15,138.20

### Estimate To:

Melissa Gault  
Bonner County (Dufort Rd.)  
15 Dufort Rd  
Sagle Idaho 83860

#	Tasks	Quantity	Rate	Amount
1.	<b>Cleaning</b> Clean driveway clear of rocks and debris prior to applying crack seal and sealcoat.	0	\$0.00	\$0.00
2.	<b>Crack Seal</b> Seal all significant cracks susceptible to water damage using hot crackfill.	100	\$1.10	\$110.00
3.	<b>Sealcoat</b> Sealcoat driveway with Armorseal A-100. Edges will be broomed or brushed in to prevent splatter and overspray.	65340	\$0.23	\$15,028.20

	Sub Total	\$15,138.20
	Total	\$15,138.20

## ESTIMATE

Selkirk Sealcoat  
33 BEAVER CREEK RD  
SANDPOINT, ID 83864

jeff@selkirksealcoat.com  
+1 (208) 290-4661  
www.selkirksealcoat.com



### Bill to

Bonner Solid Waste  
100 stations way  
Priest River, Idaho 83856 USA

### Ship to

Bonner Solid Waste  
100 stations way  
Priest River, Idaho 83856 USA

### Estimate details

Estimate no.: 118668  
Estimate date: 07/24/2024

sales1: 208 255 5681 ext. 2  
sales2: 15 Dufort Rd.

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.	07/24/2024	Crackfill	Clean & Fill cracks Approx. 350 Ln Ft		.350	\$1.50	\$525.00
2.	07/24/2024	Sealcoat 1	Clean & Apply 1 coat of asphalt sealer to Approx. 58779 sq ft		58779	\$0.204	\$11,990.92
3.	07/24/2024		THE LOT IS GOING TO NEED SWEPT. LET ME KNOW IF YOU WANT US TO DO THAT.				
4.	07/24/2024		JUST WANTED TO SAY I BID THESE AS 1 SINGLE HEAVY COAT. IT DOESN'T LOOK LIKE THE DUFORT OR STATIONS WAY HAVE BEEN SEALED BEFORE. WE NORMALLY RECOMMEND 2 COATS. IF YOU WISH TO HAVE A 2 COAT APPLICATION PLEASE LET ME KNOW AND I'LL REDO THE ESTIMATE. THANK YOU FOR YOUR TIME AND THE OPPORTUNITY.				

Total

**\$12,515.92**

### Note to customer

We agree to furnish all labor and materials, complete, according to the above specifications. Payment will be due on completion of work. (If credit is desired, arrangements must be made in advance). Delinquent accounts shall be charged interest rates of 1.5% per month (annual rate of 18%). All costs of collection, including reasonable attorney fees shall be recovered by Selkirk Sealcoat Inc., should it be necessary to file suit for collection.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory, and are hereby accepted. You are authorized to do the work as

## ESTIMATE

Selkirk Sealcoat  
33 BEAVER CREEK RD  
SANDPOINT, ID 83864

jeff@selkirksealcoat.com  
+1 (208) 290-4661  
www.selkirksealcoat.com



### Bill to

Bonner Solid Waste  
100 stations way  
Priest River, Idaho 83856 USA

### Ship to

Bonner Solid Waste  
100 stations way  
Priest River, Idaho 83856 USA

### Estimate details

Estimate no.: 118662  
Estimate date: 07/23/2024

sales1: 208 255 5681 ext. 2  
sales2: STATION WAY FACILITY

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.	07/23/2024	Crackfill	Clean & Fill cracks Approx. 830 Ln Ft		830	\$1.50	\$1,245.00
2.	07/23/2024	Sealcoat 1	Clean & Apply 1 coat of asphalt sealer to Approx. 48798 sq ft		48798	\$0.204	\$9,954.79
3.	07/23/2024		NEEDS SWEPT. ADVISE IF YOU WANT US TO SWEEP. THANK YOU				

Total

**\$11,199.79**

### Note to customer

We agree to furnish all labor and materials, complete, according to the above specifications. Payment will be due on completion of work. (If credit is desired, arrangements must be made in advance). Delinquent accounts shall be charged interest rates of 1.5% per month (annual rate of 18%). All costs of collection, including reasonable attorney fees shall be recovered by Selkirk Sealcoat Inc., should it be necessary to file suit for collection.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory, and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above. All credit cards will be charged additional 3.5%.



# ESTIMATE

## Black Canvas Sealcoat

4331 E French Gulch Rd.

Coeur D' Alene ID 83814

United States

Phone: 2087558840

blackcanvascda@gmail.com

www.blackcanvascda.com

Estimate #	305
Date	Jul 29, 2024
Total	\$10,680.00

### Estimate To:

**Melissa Gault**

**Bonner County (Prater Valley Site)**

100 Stations Way

Priest River ID

#	Tasks	Quantity	Rate	Amount
1.	<b>Cleaning</b> Clean driveway clear of rocks and debris prior to applying crack seal and sealcoat.	1	\$0.00	\$0.00
2.	<b>Crack Seal</b> Seal all significant cracks susceptible to water damage using hot crackfill.	300	\$1.10	\$330.00
3.	<b>Sealcoat</b> Sealcoat driveway with Armorseal A-100. Edges will be broomed or brushed in to prevent splatter and overspray.	45000	\$0.23	\$10,350.00

	<b>Sub Total</b>	<b>\$10,680.00</b>
	<b>Total</b>	<b>\$10,680.00</b>



# Bonner County

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## Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

CLERK  
Item #1

August 27, 2024

## Memorandum

To: Commissioners

Re: FY24 Demands in Batch #24

The Auditor's Office presented the FY24 Demands Batch #24 **Totaling \$96,206.42**

A suggested motion would be: **I move to approve payment of the FY24 Demands in Batch #24 Totaling \$96,206.42**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Luke Omodt, Chairman

**ACCOUNTS PAYABLE WARRANT REPORT**

*Bonner County Demands*  
DATE: 08/22/2024    WARRANT: d2424    AMOUNT: \$ 96,206.42

COMMISSIONER'S APPROVAL REPORT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## DETAIL INVOICE LIST

CASH ACCOUNT: 000 1002 TREASURER ACCT/WARRANT ACCT WARRANT: d2424 08/22/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
4734	BO CO TREAS FTO PACIFI 1 082 6155	00000		INV	08/19/2024	242270001097	160519	
		SI MEDICAL		SI ADMINFE		347.36		
		Invoice Net				347.36		
				CHECK TOTAL		347.36		-----
4734	BO CO TREAS FTO PACIFI 1 082 6155	00000		INV	08/19/2024	242270001928	160520	
		SI MEDICAL		SI ADMINFE		67,387.84		
		Invoice Net				67,387.84		
				CHECK TOTAL		67,387.84		-----
3830	BONNER COUNTY DAILY BE 1 800 2616	00001		INV	08/21/2024	0000021894	160816	
		AUDITOR TR		ESTATE		88.07		
		Invoice Net				88.07		
				CHECK TOTAL		88.07		-----
5496	CONNELL OIL INCORPORAT 1 002 7000 2 002 7010 3 002 7010	00001		INV	08/20/2024	CL97140	160707	
		RD&BR GEN		GASOLINE		413.08		
		RD&BR GEN		DIESEL		5,957.47		
		RD&BR GEN		DIESEL		-87.76		
		Invoice Net				6,282.79		
				CHECK TOTAL		6,282.79		-----
6281	GARRETT FITZGERALD 1 03473 6460	00000		INV	08/21/2024	SEP24	160815	
		JUST-PA		PER DIEM		216.00		
		Invoice Net				216.00		
				CHECK TOTAL		216.00		-----
6091	NICHOLAS GRAHAM 1 03473 6460	00000		INV	08/21/2024	SEP24	160819	
		JUST-PA		PER DIEM		216.00		
		Invoice Net				216.00		
				CHECK TOTAL		216.00		-----
9999	ADELIZZA DE JESUS-BROW 1 800 2616	00000		INV	08/21/2024	001	160808	
		AUDITOR TR		ESTATE		1,600.00		
		Invoice Net				1,600.00		
				CHECK TOTAL		1,600.00		-----
9999	AMY CHARTREY 1 800 2603	00000		INV	08/21/2024	AUG24.3	160805	
		AUDITOR TR		DEPOSITS		2,000.00		
		Invoice Net				2,000.00		
				CHECK TOTAL		2,000.00		-----
9999	CENTERLINE CONSTRUCTIO 1 800 2603	00000		INV	08/22/2024	AUG24.4	160885	
		AUDITOR TR		DEPOSITS		2,000.00		
		Invoice Net				2,000.00		
				CHECK TOTAL		2,000.00		-----

## DETAIL INVOICE LIST

CASH ACCOUNT: 000      1002      TREASURER ACCT/WARRANT ACCT      WARRANT: d2424      08/22/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
9999 MacKara McKenzie 1 024 6870	00000 TORT Invoice Net	INV INS - DEDU	08/21/2024	202408133257	3,000.00 3,000.00	160861		
		CHECK TOTAL			3,000.00		-----	
9999 MARJORIE KLEIN 1 800 2616	00000 AUDITOR TR Invoice Net	INV ESTATE	08/21/2024	ENGPET	3,000.00 3,000.00	160802		
		CHECK TOTAL			3,000.00		-----	
9999 MARJORIE KLEIN 1 800 2616	00000 AUDITOR TR Invoice Net	INV ESTATE	08/21/2024	ENGRECEIPTS	385.91 385.91	160814		
		CHECK TOTAL			385.91		-----	
9999 MARJORIE KLEIN 1 800 2616	00000 AUDITOR TR Invoice Net	INV ESTATE	08/21/2024	ENGYARD	400.00 400.00	160807		
		CHECK TOTAL			400.00		-----	
9999 MARJORIE KLEIN 1 800 2616	00000 AUDITOR TR Invoice Net	INV ESTATE	08/21/2024	ENGCARE	3,599.00 3,599.00	160801		
		CHECK TOTAL			3,599.00		-----	
5907 GARRETT POWELL 1 024 6870	00001 TORT Invoice Net	INV INS - DEDU	08/21/2024	558	4,167.26 4,167.26	160860		
		CHECK TOTAL			4,167.26		-----	
4168 MARGARET SHERBON 1 03473 6460	00000 JUST-PA Invoice Net	INV PER DIEM	08/21/2024	SEP24	216.00 216.00	160823		
		CHECK TOTAL			216.00		-----	
4322 STELLA, PHILLIP 1 03452 9080	00000 SHERDETECT Invoice Net	INV INVEST CST	08/19/2024	AUG24A	99.99 99.99	160488		
4322 STELLA, PHILLIP 1 03452 6440	00000 SHERDETECT Invoice Net	INV TRAVEL	08/19/2024	JUL24A	36.89 36.89	160489		
4322 STELLA, PHILLIP 1 03452 6440	00000 SHERDETECT Invoice Net	INV TRAVEL	08/19/2024	AUG24B	148.00 148.00	160490		
4322 STELLA, PHILLIP 1 03452 6440 2 03452 6440	00000 SHERDETECT SHERDETECT	INV TRAVEL TRAVEL	08/19/2024	AUG24	117.56 118.80	160493		

## DETAIL INVOICE LIST

CASH ACCOUNT: 000

1002

TREASURER ACCT/WARRANT ACCT

WARRANT: d2424

08/22/2024

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
	3 03452 6440		SHERDETECT	TRAVEL		119.90		
	4 03452 6440		SHERDETECT	TRAVEL		126.05		
			Invoice Net			482.31		
						CHECK TOTAL	767.19	-----
4694 THEANDER, AUSTIN	00000		INV	08/20/2024		AUG24	160615	
1 03461 6480	JAILDETENT		PRIS TREXP			104.00		
	Invoice Net					104.00		
						CHECK TOTAL	104.00	-----
5974 VANNATTER, SHANNON	00000		INV	08/20/2024		AUG24	160616	
1 03461 6480	JAILDETENT		PRIS TREXP			104.00		
	Invoice Net					104.00		
						CHECK TOTAL	104.00	-----
5284 NORTHWEST FIBER LLC	00001		INV	08/13/2024		208-197-1750AUG24	160342	
1 00823 6920	911TECH		TELEPHONE			325.00		
	Invoice Net					325.00		
						CHECK TOTAL	325.00	-----
23 INVOICES			WARRANT TOTAL			96,206.42	96,206.42	

## WARRANT SUMMARY

WARRANT: d2424 08/22/2024

FUND	ORG		ACCOUNT		AMOUNT	AVLB	BUDGET
002	002	ROAD & BRIDGE	002-00-00-000-7000-	VEHICLES - FUEL, GASOL	413.08	2,323,929.34	
002	002	ROAD & BRIDGE	002-00-00-000-7010-	VEHICLES - FUEL, DIESE	5,869.71	2,323,929.34	
				FUND TOTAL	6,282.79		
008	00823	911 TECHNOLOGY	008-00-23-000-6920-	UTILITIES - TELEPHONE	325.00	123,657.83	
				FUND TOTAL	325.00		
024	024	TORT	024-00-00-000-6870-	INSURANCE - DEDUCTIBLE	7,167.26	283,294.18	
				FUND TOTAL	7,167.26		
034	03452	SHERIFF - DETECTIV	034-72-52-000-6440-	TRAVEL	667.20	238,380.90	
034	03452	SHERIFF - DETECTIV	034-72-52-000-9080-	INVESTIGATIVE COSTS	99.99	238,380.90	
034	03461	JAIL - DETENTION	034-78-61-000-6480-	TRAVEL - PRISONER TRAN	208.00	213,446.07	
034	03473	JUSTICE - PROSECUT	034-73-00-000-6460-	TRAVEL - MEALS/PER DIE	648.00	66,266.36	
				FUND TOTAL	1,623.19		
082	082	SELF INSURED MEDIC	082-00-00-000-6155-	SELF INSURED ADMIN FEE	67,735.20	-801,729.76	
				FUND TOTAL	67,735.20		
800	800	AUDITORS TRUST	800-00-00-000-2603-	DEPOSITS	4,000.00		
800	800	AUDITORS TRUST	800-00-00-000-2616-	ESTATE TRUST	9,072.98		
				FUND TOTAL	13,072.98		
WARRANT SUMMARY TOTAL					96,206.42		
GRAND TOTAL					96,206.42		



## WARRANT LIST BY VOUCHER

WARRANT: d2424 08/22/2024

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
160342	5284	NORTHWEST FIBER LLC	208-197-1750AUG24		INV	08/13/2024	325.00	9-1-1 CIRCUITS
160488	4322	STELLA, PHILLIP	AUG24A		INV	08/19/2024	99.99	Reimburse Employee for
160489	4322	STELLA, PHILLIP	JUL24A		INV	08/19/2024	36.89	Reimburse employee for
160490	4322	STELLA, PHILLIP	AUG24B		INV	08/19/2024	148.00	Per Diem for Military
160493	4322	STELLA, PHILLIP	AUG24		INV	08/19/2024	482.31	Hotel Charges from out
160519	4734	BO CO TREAS FTO PACIFIC SOU	242270001097		INV	08/19/2024	347.36	9184 PS Cobra Admin Fe
160520	4734	BO CO TREAS FTO PACIFIC SOU	242270001928		INV	08/19/2024	67,387.84	9184 PS Admin Fee P001
160615	4694	THEANDER, AUSTIN	AUG24		INV	08/20/2024	104.00	Per Diem for Ohio Inma
160616	5974	VANNATTER, SHANNON	AUG24		INV	08/20/2024	104.00	Per Diem for Ohio inma
160707	5496	CONNELL OIL INCORPORATED	CL97140		INV	08/20/2024	6,282.79	D2 Bi-weekly Fuel
160801	9999	MARJORIE KLEIN	ENG CARE		INV	08/21/2024	3,599.00	PERSONAL CAREGIVING FO
160802	9999	MARJORIE KLEIN	ENGPET		INV	08/21/2024	3,000.00	PET CARE 3 PET @ SAME
160805	9999	AMY CHARTREY	AUG24.3		INV	08/21/2024	2,000.00	REFUND BOND ON ENCROAC
160807	9999	MARJORIE KLEIN	ENGYARD		INV	08/21/2024	400.00	4 DAYS OF YARD CLEAN U
160808	9999	ADELIZZA DE JESUS-BROWN	001		INV	08/21/2024	1,600.00	RENT FOR GARY ENGMAN 1
160814	9999	MARJORIE KLEIN	ENGRECEIPTS		INV	08/21/2024	385.91	RE-IMBURSEMENT FOR GAR
160815	6281	GARRETT FITZGERALD	SEP24		INV	08/21/2024	216.00	Per Diem INCAC Idaho F
160816	3830	BONNER COUNTY DAILY BEE	0000021894		INV	08/21/2024	88.07	AD# 0000021894 NOTICE
160819	6091	NICHOLAS GRAHAM	SEP24		INV	08/21/2024	216.00	Per Diem INCAC Idaho
160823	4168	MARGARET SHERBON	SEP24		INV	08/21/2024	216.00	Per Diem INCAC Idaho
160860	5907	GARRETT POWELL	558		INV	08/21/2024	4,167.26	CLAIM # 202407094421
160861	9999	MacKara McKenzie	202408133257		INV	08/21/2024	3,000.00	CLAIM # 202408133257
160885	9999	CENTERLINE CONSTRUCTION	AUG24.4		INV	08/22/2024	2,000.00	BOND REFUND ENCROACHME
WARRANT TOTAL							96,206.42	



## **Bonner County Clerk**

**Michael W. Rosedale**

Clerk of the District Court  
Ex-Officio Auditor & Recorder  
Clerk of the Board of County Commissioners  
Chief Elections Officer

August 21, 2024

### **MEMORANDUM**

**To:** Commissioners

**Re:** Veteran's budget is on track to go in the negative by roughly \$3K by the end of the 2024 fiscal year. This is to shore up the "D" (Benefits) budget to enable them to finish the year in the positive.

**Description:** This resolution is pursuant to I.C. 31-1605 authorizing Bonner County to use contingency funds for situations that were not reasonably foreseeable at the time the budgets were set last year, providing there is no increase to taxes.

#### **Legal Review**

**Distribution:** ☐ Original to  
☐ Copy to the BOCC Office

A suggested motion would be: **Mr. Chairman based on the information before us I move to approve Resolution # \_\_\_\_\_ authorizing Bonner County to open up the 2024 budget and move \$3,000 from the General Fund 5% Statutory Reserve and increase Veteran's budget line 00122-6150 (Medical Insurance) by \$3,000.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Luke Omodt, Chairman

**RESOLUTION #2024-\_\_\_\_\_**  
**VETERANS BUDGET**

**Budget Adjustment Authorization**

**WHEREAS,** Idaho Code 31-1605 provides that in the event of any unforeseen contingency arising, which could not reasonably have been foreseen at the time of making the budget, and which shall require the expenditure of money not provided for in the budget, the Board of County Commissioners, by unanimous vote thereof, shall have the right to make an appropriation from the statutory reserves to the office, department, service, agency or institution in which said contingency arises, in such amount as shall be determined by resolution of said Board, and

**WHEREAS,** Veterans is on track to overspend its overall budget in the amount of approximately \$3,000 and,

**WHEREAS,** this excess amount was not reasonably foreseeable at the time the budget was set in the fall of 2023, and

**WHEREAS,** I.C. 31-1605 authorizes budget adjustments for the receipt of unscheduled revenue provided there is no increase in anticipated property taxes, and

**WHEREAS,** funds in the amount of \$3,000 have been identified in FY2024's 00112-7860 (General Fund Statutory Contingency) as unspent budgetary authority and therefore revert to the category of unscheduled revenue for budgetary purposes and is available for a budget adjustment to the Veterans' "D" budget,

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners of Bonner County, Idaho authorizes the Clerk to open the 2024 General Fund Statutory Reserve Budget and decrease line item 00112-7860 (General Fund 5% Statutory Reserve) in the amount of \$3,000 and open the 2024 Veterans' budget and increase line item 00122-6150 (Medical Insurance) by \$3,000.

The foregoing was duly enacted as a Resolution, by the Board of County Commissioners of Bonner County, Idaho, by *unanimous vote* on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF BONNER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Luke Omodt, Chairman

\_\_\_\_\_  
Asia Williams, Commissioner

\_\_\_\_\_  
Steve Bradshaw, Commissioner

**ATTEST:** Michael W. Rosedale

By \_\_\_\_\_,  
Deputy Clerk



# Bonner County Clerk

Michael W. Rosedale

Clerk of the District Court  
Ex-Officio Auditor & Recorder  
Clerk of the Board of County Commissioners  
Chief Elections Officer

August 21, 2024

## MEMORANDUM

**To:** Commissioners

**Re:** The Treasurer's budget is on track to go in the negative by roughly \$14K by the end of the 2024 fiscal year. This is to shore up the "D" budget (Benefits) to enable them to finish the year in the positive.

**Description:** This resolution is pursuant to I.C. 31-1605 authorizing Bonner County to use contingency funds for situations that were not reasonably foreseeable at the time the budgets were set last year, providing there is no increase to taxes.

### Legal Review

**Distribution:** ☐ Original to  
☐ Copy to the BOCC Office

A suggested motion would be: **Mr. Chairman based on the information before us I move to approve Resolution #\_\_\_\_\_ authorizing Bonner County to open up the 2024 budget and move \$14,000 from the General Fund 5% Statutory Reserve and increase the Treasurer's budget 00103-6150 (Medical Insurance).**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Luke Omodt, Chairman

**RESOLUTION #2024-\_\_\_\_\_**  
**TREASURER BUDGET**

**Budget Adjustment Authorization**

**WHEREAS,** Idaho Code 31-1605 provides that in the event of any unforeseen contingency arising, which could not reasonably have been foreseen at the time of making the budget, and which shall require the expenditure of money not provided for in the budget, the Board of County Commissioners, by unanimous vote thereof, shall have the right to make an appropriation from the statutory reserves to the office, department, service, agency or institution in which said contingency arises, in such amount as shall be determined by resolution of said Board, and

**WHEREAS,** The Treasurer is on track to overspend its overall budget in the amount of approximately \$14,000 in its budget and,

**WHEREAS,** this excess amount was not reasonably foreseeable at the time the budget was set in the fall of 2023, and

**WHEREAS,** I.C. 31-1605 authorizes budget adjustments for the receipt of unscheduled revenue provided there is no increase in anticipated property taxes, and

**WHEREAS,** funds in the amount of \$14,000 have been identified in FY2024's 00112-7860 (General Fund Statutory Contingency) as unspent budgetary authority and therefore revert to the category of unscheduled revenue for budgetary purposes and is available for a budget adjustment to the Treasurer's "D" budget,

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners of Bonner County, Idaho authorizes the Clerk to open the 2024 General Fund Statutory Reserve Budget and decrease line item 00112-7860 (General Fund 5% Statutory Reserve) in the amount of \$14,000 and open the 2024 Treasurer's budget and increase line item 00103-6150 (Medical Insurance) in the amount of \$14,000.

The foregoing was duly enacted as a Resolution, by the Board of County Commissioners of Bonner County, Idaho, by *unanimous vote* on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF BONNER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Luke Omodt, Chairman

\_\_\_\_\_  
Asia Williams, Commissioner

\_\_\_\_\_  
Steve Bradshaw, Commissioner

**ATTEST:** Michael W. Rosedale

By \_\_\_\_\_,  
Deputy Clerk



# Bonner County Clerk

Michael W. Rosedale

Clerk of the District Court  
Ex-Officio Auditor & Recorder  
Clerk of the Board of County Commissioners  
Chief Elections Officer

August 21, 2024

## MEMORANDUM

To: Commissioners

Re: HR's budget is on track to go in the negative by roughly \$23K by the end of the 2024 fiscal year. This is to shore up the "A" (Salary), "B" (Operating Expenses) and "D" (Benefits) budgets to enable them to finish the year in the positive.

Description: This resolution is pursuant to I.C. 31-1605 authorizing Bonner County to use contingency funds for situations that were not reasonably foreseeable at the time the budgets were set last year, providing there is no increase to taxes.

### Legal Review

Distribution: ☐ Original to  
☐ Copy to the BOCC Office

A suggested motion would be: Mr. Chairman based on the information before us I move to approve Resolution #\_\_\_\_\_ authorizing Bonner County to open up the 2024 budget and move \$23,000 from the General Fund contingency and increase Human Resources budget line item 00119-6060 (Salaries) by \$3,000 and line 00119-7860 (Misc. Expenses) by \$3,000 and line 00119-6150 (Medical Insurance) by \$17,000.

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Luke Omodt, Chairman

**RESOLUTION #2024-\_\_\_\_\_**  
**HUMAN RESOURCES BUDGET**

**Budget Adjustment Authorization**

**WHEREAS,** Idaho Code 31-1605 provides that in the event of any unforeseen contingency arising, which could not reasonably have been foreseen at the time of making the budget, and which shall require the expenditure of money not provided for in the budget, the Board of County Commissioners, by unanimous vote thereof, shall have the right to make an appropriation from the statutory reserves to the office, department, service, agency or institution in which said contingency arises, in such amount as shall be determined by resolution of said Board, and

**WHEREAS,** Human Resources is on track to overspend its overall budget in the amount of approximately \$23,000 and,

**WHEREAS,** this excess amount was not reasonably foreseeable at the time the budget was set in the fall of 2023, and

**WHEREAS,** I.C. 31-1605 authorizes budget adjustments for the receipt of unscheduled revenue provided there is no increase in anticipated property taxes, and

**WHEREAS,** funds in the amount of \$23,000 have been identified in FY2024's 00112-7860 (General Fund Statutory Contingency) as unspent budgetary authority and therefore revert to the category of unscheduled revenue for budgetary purposes and is available for a budget adjustment to Human Resources' "A" (Salaries), "B" (Operating Expenses), and "D" (Benefits) budgets,

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners of Bonner County, Idaho authorizes the Clerk to open the 2024 General Fund Statutory Reserve Budget and decrease line item 00112-7860 (General Fund 5% Statutory Reserve) in the amount of \$23,000 and open the 2024 Human Resources' budget and increase line item 00119-6060 (Salaries) by \$3,000 and increase line item 00119-7860 (Misc. Expenses) by \$3,000 and increase line item 00119-6150 (Medical Insurance) by \$17,000.

The foregoing was duly enacted as a Resolution, by the Board of County Commissioners of Bonner County, Idaho, by *unanimous vote* on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF BONNER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Luke Omodt, Chairman

\_\_\_\_\_  
Asia Williams, Commissioner

\_\_\_\_\_  
Steve Bradshaw, Commissioner

**ATTEST:** Michael W. Rosedale

By \_\_\_\_\_,  
Deputy Clerk





# Bonner County Clerk

Michael W. Rosedale

Clerk of the District Court  
Ex-Officio Auditor & Recorder  
Clerk of the Board of County Commissioners  
Chief Elections Officer

August 21, 2024

## MEMORANDUM

**To:** Commissioners

**Re:** Risk's budget is on track to go in the negative by roughly \$19K by the end of the 2024 fiscal year. This is to shore up the "B" (Operating Expenses) and "D" (Benefits) budgets to enable them to finish the year in the positive.

**Description:** This resolution is pursuant to I.C. 31-1605 authorizing Bonner County to use contingency funds for situations that were not reasonably foreseeable at the time the budgets were set last year, providing there is no increase to taxes.

### Legal Review

**Distribution:** ☐ Original to  
☐ Copy to the BOCC Office

A suggested motion would be: **Mr. Chairman based on the information before us I move to approve Resolution # \_\_\_\_\_ authorizing Bonner County to open up the 2024 budget and move \$3,000 from the General Fund 5% Statutory Reserve and increase Risk's budget line 00127-6830 (Background Checks) by \$3,000 and line item 00127-6150 (Medical Insurance) by \$16,000.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Luke Omodt, Chairman

**RESOLUTION #2024-\_\_\_\_\_**  
**RISK BUDGET**

**Budget Adjustment Authorization**

**WHEREAS,** Idaho Code 31-1605 provides that in the event of any unforeseen contingency arising, which could not reasonably have been foreseen at the time of making the budget, and which shall require the expenditure of money not provided for in the budget, the Board of County Commissioners, by unanimous vote thereof, shall have the right to make an appropriation from the statutory reserves to the office, department, service, agency or institution in which said contingency arises, in such amount as shall be determined by resolution of said Board, and

**WHEREAS,** Risk is on track to overspend its overall budget in the amount of approximately \$19,000 and,

**WHEREAS,** this excess amount was not reasonably foreseeable at the time the budget was set in the fall of 2023, and

**WHEREAS,** I.C. 31-1605 authorizes budget adjustments for the receipt of unscheduled revenue provided there is no increase in anticipated property taxes, and

**WHEREAS,** funds in the amount of \$19,000 have been identified in FY2024's 00112-7860 (General Fund Statutory Contingency) as unspent budgetary authority and therefore revert to the category of unscheduled revenue for budgetary purposes and is available for a budget adjustment to Risk's "B" (Operating Expenses) and "D" (Benefits) budgets,

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners of Bonner County, Idaho authorizes the Clerk to open the 2024 General Fund Statutory Reserve Budget and decrease line item 00112-7860 (General Fund 5% Statutory Reserve) in the amount of \$19,000 and open the 2024 Risk's budget and increase line item 00127-6830 (Background Checks) in the amount of \$3,000 and increase line item 00127-6150 (Medical Insurance) in the amount of \$16,000.

The foregoing was duly enacted as a Resolution, by the Board of County Commissioners of Bonner County, Idaho, by *unanimous vote* on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF BONNER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Luke Omodt, Chairman

\_\_\_\_\_  
Asia Williams, Commissioner

\_\_\_\_\_  
Steve Bradshaw, Commissioner

**ATTEST:** Michael W. Rosedale

**By** \_\_\_\_\_  
Deputy Clerk



# Bonner County Clerk

Michael W. Rosedale

Clerk of the District Court  
Ex-Officio Auditor & Recorder  
Clerk of the Board of County Commissioners  
Chief Elections Officer

August 27, 2024

## MEMORANDUM

**To:** Commissioners  
**Re:** Disposal of Election Records

**Description:** Disposal of Election Records in storage longer than the Idaho State Mandated Records Retention period as per Idaho Statute 34-217.

**Discussion:** **Idaho Code §34-217 Retention of county election records**, provides that:  
"County election records shall be maintained by the county clerk for the time periods outlined in this section. Records shall be maintained for the period specified beginning with the date the record is created or has become no longer valid, whichever is greater.

- (1) The following records shall be retained for not less than five (5) years:
  - (a) Voter registration cards for electors whose registration has been terminated.
  - (b) Correspondence relating to an elector's voter registration.
  - (c) Combination election record and poll book, including the ballot accounting page.
  - (d) Declaration of candidacy and petition of candidacy forms filed with the county clerk.
  - (e) Maps of precinct boundaries with legal descriptions.
  - (f) List of absentee voters; and
  - (g) County initiatives and petitions that qualify for placement on the ballot.
- (2) The following shall be retained for two (2) years:
  - (a) Completed absentee ballot request forms.
  - (b) Tally books.
  - (c) Voted Ballots.
  - (d) Any ballots that were required to be duplicated before being counted.
  - (e) Certified lists of candidates or declaration of candidacy forms from special districts used for ballot preparation; and

- (f) Certified ballot language from special districts for any question placed on the ballot.
- (g) Absentee ballot envelopes
- (3) The following shall be maintained for one (1) year:
  - (a) Notice of election.
  - (b) Personal identification affidavit.
  - (c) Ballot tracking logs.
  - (d) Automated tabulation election logs.
  - (e) Copy of the election definition and program used in tabulating ballots electronically and in the ballot marking device; and
  - (f) Record of the number of ballots printed and furnished to each polling place.
- (4) Other election supplies including, but not limited to, unused ballots, official election ballot identification or official ballot stamps, receipts for supplies and spoiled ballots may be disposed of sixty (60) days following the deadline for requesting a recount or filing an election contest pursuant to chapters 20 and 21, title 34, Idaho Code. (History: S.L. 2011, Ch. 285; S.L. 2012, Ch. 211; S.L. 2013, Ch. 285; S.L. 2018, Ch. 78)

Having maintained the records listed above for a period longer than required by the above statute, the Elections Office would like to dispose of the records listed by recycling as much of the paper as possible and disposing of the records that we are not able to recycle.

**Distribution:**      1   Original to BOCC Office  
                            1   Copy to Clerk/Elections

A suggested motion would be: **Mr. Chairman based on the information before us I move to approve Resolution #2024-\_\_\_\_\_ that allows the Elections Office to dispose of the election records listed above.**

**Recommendation Acceptance:**    ☐Yes    ☐No    \_\_\_\_\_Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman

**Resolution #2024-\_\_\_\_\_**  
**Clerk/Elections**

**Disposal of Election Records past the Retention dates**

**WHEREAS** Idaho Code §34-217 requires the County Clerk to maintain certain Election Records for a specified time; and

**WHEREAS** a large quantity of Election Records have been maintained for a period of time longer than the specified time required by Idaho Code §34-217;

**NOW THEREFORE BE IT RESOLVED** that the Board of Commissioners of Bonner County authorize the Elections Office, under the supervision of the County Clerk, to dispose of the materials that are listed on the Memorandum.

DATED THIS \_\_\_\_\_ day of August, 2024

**BOARD OF BONNER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Luke Omodt, Chairman

\_\_\_\_\_  
Asia Williams, Commissioner

\_\_\_\_\_  
Steve Bradshaw, Commissioner

Attest: Michael W. Rosedale

By: \_\_\_\_\_  
Deputy Clerk

## **Exhibit A**

### **Records to Destroy August 27, 2024**

The following records are 5-year retention records that are now 5 years old or older that will be destroyed. These hit their 5-year mark on or before August 27, 2024, and originated on or before August 27, 2019:

- Voter registration cards for electors whose registration has been terminated
- Correspondence relating to an elector's voter registration
- Combination election record and poll book, including the ballot accounting page
- Declaration of candidacy and petition of candidacy forms filed with the county clerk
- Maps of precinct boundaries with legal descriptions
- List of absentee voters
- County initiatives and petitions that qualify for placement on the ballot

The following records are 2-year retention records that are now 2 years old or older that will be destroyed. These hit their 2-year mark on or before August 27, 2024, and originated on or before August 27, 2022:

- Completed absentee ballot request forms
- Tally books
- Voted Ballots
- Any ballots that were required to be duplicated before being counted
- Certified lists of candidates or declaration of candidacy forms from special districts used for ballot preparation
- Certified ballot language from special districts for any question placed on the ballot
- Absentee ballot affidavit envelopes, including the indication of the signature's acceptance or rejection

The following records are 1-year retention records that are now 1 year old or older that will be destroyed. These hit their 1-year mark on or before August 27, 2024, and originated on or before August 27, 2023:

- Notice of election
- Personal identification affidavit
- Ballot tracking logs
- Automated tabulation election logs
- Copy of the election definition and program used in tabulating ballots electronically and in the ballot marking device
- Record of the number of ballots printed and furnished to each polling place.

The following records may be destroyed sixty (60) days following the deadline for requesting a recount or filing an election contest and now past that hold time:

- unused ballots
- official election ballot identification or official ballot stamps
- receipts for supplies
- spoiled ballots



## Bonner County Commissioners

1500 Hwy 2 Suite 308 • Sandpoint, ID 83864 • Phone: (208) 265-1438

BOCC  
Item #1

August 27, 2024

### Memorandum

Re: Appointment of Member to the Bonner County Waterways Advisory Board

After a special meeting to consider applicants, the Waterways Advisory Board recommended the appointment of one new member, Winthrop Taylor, to complete a two-year term on the WWAB.

Winthrop Taylor: August 27, 2024 – August 26, 2026

Distribution: Original Resolution to BOCC Office  
Copies to WWAB, Winthrop Taylor, P&W Director

A suggested motion would be: **Mr. Chairman based on the information presented before us, I move to approve Resolution #2024- \_\_\_\_\_ appointing Winthrop Taylor to fill a vacant position on the Waterways Advisory Board and complete a two year term beginning August 27, 2024 and ending August 26, 2026.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman

**RESOLUTION NO. 2024 - \_\_\_\_\_**

**Bonner County Waterways Advisory Board  
Appointment of Member**

**WHEREAS**, The Board of County Commissioners of Bonner County has formed the Bonner County Waterways Advisory Board; and

**WHEREAS**, there is a vacant seat on the Waterways Advisory Board; and

**WHEREAS**, a legal notice was advertised in the local newspaper for this position; and

**WHEREAS**, after review of an applicant, the Board of County Commissioners desires to appoint Winthrop Taylor to the Waterways Advisory Board to fill the vacant seat;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Bonner County, Idaho, hereby appoints Winthrop Taylor to a two-year term beginning August 27, 2024 and ending August 26, 2026 on the Bonner County Waterways Advisory Board; and

Duly enacted as a Resolution of the Board of County Commissioners of Bonner County, Idaho, on the 27<sup>th</sup> day of August, 2024.

**BONNER COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Luke Omodt, Chairman

\_\_\_\_\_  
Asia Williams, Commissioner

\_\_\_\_\_  
Steve Bradshaw, Commissioner

ATTEST: Michael W. Rosedale

By \_\_\_\_\_  
Deputy Clerk





# AIRPORTS

Manager: Dave Schuck  
[Dave.Schuck@BonnerCountyID.gov](mailto:Dave.Schuck@BonnerCountyID.gov)  
208-255-9179

Airport Item  
#1

**Meeting Date:** August 27, 2024

## MEMORANDUM

**To:** Commissioners

**Re:** 2024 FAA AIP Grant 3-16-0058-017-2024 Offer for Taxilane and Apron Construction at Priest River Airport.

**Description:** This grant offer is in response to our application to the FAA for funds to construct an approximate 500-foot long by 25-foot wide hangar taxilane for aircraft storage. It will also expand an aircraft parking apron by 140-feet to accommodate one additional tie-down space at the Priest River Airport.

The construction of this taxilane will allow a space for hangar development of four additional conventional hangars and one t-hangar site with access out of the west. The airport is experiencing significant growth and all of the vacant hangar lots are leased for hangar development. Other benefits include adding one aircraft tie-down location by expanding the existing tie-down apron to the north.

I recommend accepting this grant.

**Legal Review:** \_\_\_\_\_X\_ (FAA Grant Offer) \_\_\_\_\_

**Auditing Review:** \_\_\_\_\_

**Distribution:** Original to BOCC Office; email copy to Airports – Dave Schuck; copy to Auditing

**A suggested motion would be:** Mr. Chairman based on the information before us I move that Bonner County accept this grant and that the Chair sign administratively.

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Idaho

Helena Airports District Office:  
FAA Bldg, 2725 Skyway Dr, Ste 2  
Helena, MT 59602-1205

August 16, 2024

The Honorable Luke Omodt, Commissioner  
Bonner County Commission  
1500 Highway 2  
Suite 208  
Sandpoint, ID 83864

Dear Commissioner Omodt,

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-16-0058-017-2024 at Priest River Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement.***

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 06, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

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

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

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

**FAA Contact Information.** Kevin Jagoda, (406) 449-5271, kevin.p.jagoda@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

  
Joe Nye (Aug 16, 2024 14:20 MDT)



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

Federal Award Offer Date August 16, 2024

Airport/Planning Area Priest River Municipal Airport

Airport Infrastructure Grant Number 3-16-0058-017-2024 (DOT-FA24NM-2074)

Unique Entity Identifier DZF9BKMN9KB9

TO: County of Bonner  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated February 20, 2024, for a grant of Federal funds for a project at or associated with the Priest River Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Priest River Municipal Airport (herein called the "Project") consisting of the following:

**Construct Taxilane (phase 2-construction) (about 22% of complete project), Expand Apron (phase 2-construction) (about 27% of complete project)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and

(c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$336,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$336,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 06, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**



- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

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

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

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

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



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

## 22. Trafficking in Persons.

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:

- a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
  - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 24. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
  - b. Investigation of Complaints.
    - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
    - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
25. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
26. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

## SPECIAL CONDITIONS

27. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
28. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
29. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
30. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
  - a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
    2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - i. Inspection date;
  - ii. Location;
  - iii. Distress types; and
  - iv. Maintenance scheduled or performed.
- 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**31. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  - 4. Qualifications of engineering supervision and construction inspection personnel;
  - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.




- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
32. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
  - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
  - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
34. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.
35. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
Joe Nye (Aug 16, 2024 14:20 MDT)  

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*(Signature)*

Joe Nye  

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*(Typed Name)*

Assistant Manager, Helena ADO  

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*(Title of FAA Official)*

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



**Part II - Acceptance**

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated August 16, 2024

County of Bonner

(Name of Sponsor)

Luke Omodt

Luke Omodt (Aug 16, 2024 13:47 PDT)

(Signature of Sponsor's Authorized Official)

**By:** Luke Omodt

(Typed Name of Sponsor's Authorized Official)

**Title:** Chairman-BOCC

(Title of Sponsor's Authorized Official)

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

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

*(Signature of Sponsor's Attorney)*

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

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

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

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

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

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

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

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

**C. Sponsor Certification.**

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

**1. General Federal Requirements**

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

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>

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

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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 Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### **FOOTNOTES TO ASSURANCE (C)(1)**

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

## **SPECIFIC ASSURANCES**

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

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

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

#### **b. Private Sponsor:**

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

### **3. Sponsor Fund Availability.**

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

### **4. Good Title.**

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

### **5. Preserving Rights and Powers.**

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



Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

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

#### **6. Consistency with Local Plans.**

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

#### **7. Consideration of Local Interest.**

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

#### **8. Consultation with Users.**

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



## 9. Public Hearings.

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

## 10. Metropolitan Planning Organization.

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

## 11. Pavement Preventive Maintenance.

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

## 12. Terminal Development Prerequisites.

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

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

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

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

#### **14. Minimum Wage Rates.**

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

#### **15. Veteran's Preference.**

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

#### **16. Conformity to Plans and Specifications.**

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

#### **17. Construction Inspection and Approval.**

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

#### **18. Planning Projects.**

In carrying out planning projects:

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

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

#### **19. Operation and Maintenance.**

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

#### **20. Hazard Removal and Mitigation.**

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

## 21. Compatible Land Use.

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

## 22. Economic Nondiscrimination.

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

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

### 23. Exclusive Rights.

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

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

### 24. Fee and Rental Structure.

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

### 25. Airport Revenues.

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



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

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

## 26. Reports and Inspections.

It will:

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

**27. Use by Government Aircraft.**

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

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

**28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

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

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



which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

### 30. Civil Rights.

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

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

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

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

### 31. Disposal of Land.

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

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

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

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

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

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

### **32. Engineering and Design Services.**

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

### **33. Foreign Market Restrictions.**

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

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of February 20, 2024.

### **35. Relocation and Real Property Acquisition.**

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

### **36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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

**39. Competitive Access.**

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



# AIRPORTS

Manager: Dave Schuck  
[Dave.Schuck@BonnerCountyID.gov](mailto:Dave.Schuck@BonnerCountyID.gov)  
208-255-9179

Airport Item  
#2

Meeting Date: August 27, 2024

## MEMORANDUM

To: Commissioners

Re: 2024 FAA AIP Grant 3-16-0058-018-2024 Offer for Airports Geographic Information Systems (AGIS) survey at Priest River Airport in support of updating the Airport Layout Plan (ALP)

**Description:** This grant offer is in the amount of \$194,607 and will allow us to conduct Phase 1 of the data collection needed to update the ALP which is needed prior to FAA funding for improving the runway.

The AGIS Survey will identify obstructions surrounding the airport and enable a threshold siting analysis based on obstructions. Updating the ALP will identify non-standard conditions to create a safer airport for the flying public.

The FAA AIP program is funded solely through airport user fees in the form of passenger fees on airline tickets and taxes on aviation fuels.

I recommend accepting this grant.

**Legal Review:** \_\_\_\_\_ **X** (FAA AIP Grant Offer) \_\_\_\_\_

**Auditing Review:** \_\_\_\_\_

**Distribution:** Original to BOCC Office; email copy to Airports – Dave Schuck; copy to Auditing

**A suggested motion would be:** Mr. Chairman based on the information before us I move that Bonner County accept this grant offer and that the Chair sign administratively.

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman





U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Idaho

Helena Airports District Office:  
FAA Bldg, 2725 Skyway Dr, Ste 2  
Helena, MT 59602-1205

August 15, 2024

Commissioner Luke Omodt  
Bonner County Commission  
1500 Highway 2  
Suite 208  
Sandpoint, ID 83864

Dear Commissioner Omodt,

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-16-0058-018-2024 at Priest River Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement.***

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 06, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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



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

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

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

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

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

**FAA Contact Information.** Kevin Jagoda, (406) 449-5271, kevin.p.jagoda@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

Joe Nye

Joe Nye (Aug 15, 2024 10:28 MDT)



U.S. Department  
of Transportation  
Federal Aviation  
Administration

# **FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2024 AIP**

## **GRANT AGREEMENT**

### **Part I - Offer**

Federal Award Offer Date August 15, 2024

Airport/Planning Area Priest River Municipal Airport

Airport Infrastructure Grant Number 3-16-0058-018-2024 (DOT-FA24NM-2075)

Unique Entity Identifier DZF9BKMN9KB9

TO: County of Bonner  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated February 20, 2024, for a grant of Federal funds for a project at or associated with the Priest River Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Priest River Municipal Airport (herein called the "Project") consisting of the following:

**Conduct/Update Miscellaneous Study, Update Airport Master Plan (Phase 1-Inventory Chapter and Forecast Chapter)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 28 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

#### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$194,607.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$194,607 for planning

\$0 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 06, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.



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

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

19. **Audits for Sponsors.**

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

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

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

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

**22. Trafficking in Persons.**

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



- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
  - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
  - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 24. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
  - b. Investigation of Complaints.
    - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
25. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
  26. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
  27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
  28. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law

requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### SPECIAL CONDITIONS

29. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
30. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
31. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
32. **Master Plan Coordination.** The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
33. **Airport Layout Plan (ALP) Coordination.** The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
34. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.
35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
36. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein.

In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

37. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

Joe Nye

Joe Nye (Aug 15, 2024 10:28 MDT)

(Signature)

Joe Nye

(Typed Name)

Assistant Manager, Helena ADO

(Title of FAA Official)

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

**Part II - Acceptance**

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated August 16, 2024

County of Bonner

(Name of Sponsor)

Luke Omodt

Luke Omodt (Aug 16, 2024 11:40 PDT)

(Signature of Sponsor's Authorized Official)

By: Luke Omodt

(Typed Name of Sponsor's Authorized Official)

Title: Chairman- BOCC

(Title of Sponsor's Authorized Official)

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



**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

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

(Signature of Sponsor's Attorney)

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

## ASSURANCES

### AIRPORT SPONSORS

#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

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

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

**C. Sponsor Certification.**

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

**1. General Federal Requirements**

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

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>

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

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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 Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### **FOOTNOTES TO ASSURANCE (C)(1)**

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

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

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## SPECIFIC ASSURANCES

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

### 2. Responsibility and Authority of the Sponsor.

#### a. Public Agency Sponsor:

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

#### b. Private Sponsor:

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

### 3. Sponsor Fund Availability.

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

### 4. Good Title.

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

### 5. Preserving Rights and Powers.

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

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

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

#### **6. Consistency with Local Plans.**

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

#### **7. Consideration of Local Interest.**

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

#### **8. Consultation with Users.**

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



## 9. Public Hearings.

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

## 10. Metropolitan Planning Organization.

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

## 11. Pavement Preventive Maintenance-Management.

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

## 12. Terminal Development Prerequisites.

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

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

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

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

#### **14. Minimum Wage Rates.**

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

#### **15. Veteran's Preference.**

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

#### **16. Conformity to Plans and Specifications.**

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

#### **17. Construction Inspection and Approval.**

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

#### **18. Planning Projects.**

In carrying out planning projects:

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

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

#### 19. Operation and Maintenance.

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

#### 20. Hazard Removal and Mitigation.

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

## 21. Compatible Land Use.

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

## 22. Economic Nondiscrimination.

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

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

### 23. Exclusive Rights.

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

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

### 24. Fee and Rental Structure.

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

### 25. Airport Revenues.

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



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

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

## 26. Reports and Inspections.

It will:

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

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

## **27. Use by Government Aircraft.**

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

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

## **28. Land for Federal Facilities.**

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

## **29. Airport Layout Plan.**

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

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities



which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

### 30. Civil Rights.

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

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

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

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

### 31. Disposal of Land.

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

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

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

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

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

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

### **32. Engineering and Design Services.**

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

### **33. Foreign Market Restrictions.**

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

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of February 20, 2024.

### **35. Relocation and Real Property Acquisition.**

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

### **36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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

**39. Competitive Access.**

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



# AIRPORTS

Manager: Dave Schuck  
[Dave.Schuck@BonnerCountyID.gov](mailto:Dave.Schuck@BonnerCountyID.gov)  
208-255-9179

Airport Item  
#3

**Meeting Date:** August 27, 2024

## MEMORANDUM

**To:** Commissioners

**Re:** 2024 FAA AIP Grant 3-16-0058-016-2024 Offer for Phase 2 of Taxilane and Apron Construction at Priest River Airport.

**Description:** This grant offer is in response to our application to the FAA for funds to construct an approximate 500-foot long by 25-foot wide hangar taxilane for aircraft storage. It will also expand an aircraft parking apron by 140-feet to accommodate one additional tie-down space at the Priest River Airport.

The construction of this taxilane will allow a space for hangar development of four additional conventional hangars and one t-hangar site with access out of the west. The airport is experiencing significant growth and all of the vacant hangar lots are leased for hangar development. Other benefits include adding one aircraft tie-down location by expanding the existing tie-down apron to the north.

I recommend accepting this grant.

**Legal Review:** \_\_\_\_\_X\_\_\_\_ (FAA Grant Offer)\_\_\_\_\_

**Auditing Review:** \_\_\_\_\_

**Distribution:** Original to BOCC Office; email copy to Airports – Dave Schuck; copy to Auditing

**A suggested motion would be:** Mr. Chairman based on the information before us I move that Bonner County accept this grant and that the Chair sign administratively.

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman



DRAFT

3-16-0058-016-2024



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Idaho

Helena Airports District Office:  
FAA Bldg, 2725 Skyway Dr, Ste 2  
Helena, MT 59602-1205

{{DateTime\_es\_:signer1.calc(now()):format(date," mmmm d, yyyy")}}

Commissioner Luke Omodt  
Bonner County Commission  
1500 Highway 2  
Suite 208  
Sandpoint, ID 83864

Dear Luke Omodt,

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-16-0058-016-2024 at Priest River Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement.***

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 06, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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



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

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

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

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

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

**FAA Contact Information.** Kevin Jagoda, (406) 449-5271, kevin.p.jagoda@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

{Sig\_es\_:signer1:                      signature}}

Steve Engebrecht  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

# FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

## GRANT AGREEMENT

### Part I - Offer

Federal Award Offer Date `{{DateTime_es_signer1:calc(now()):format(date," mmmm d, yyyy")}}`

Airport/Planning Area Priest River Municipal Airport

Airport Infrastructure Grant Number 3-16-0058-016-2024 (DOT-FA24NM-2073)

Unique Entity Identifier DZF9BKMN9KB9

TO: County of Bonner

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated February 20, 2024, amended August XX, 2024 for a grant of Federal funds for a project at or associated with the Priest River Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Priest River Municipal Airport (herein called the "Project") consisting of the following:

**Construct Taxilane (Phase 2-construction) (about 28% of complete project), Expand Apron (Phase 2-construction) (about 36% of complete project)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

#### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$444,271.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$444,271 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

##### a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

##### b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 06, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.



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

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

19. **Audits for Sponsors.**

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

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

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

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

22. **Trafficking in Persons.**

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



- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 24. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
  - b. Investigation of Complaints.
    - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
25. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
26. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
28. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law

requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### SPECIAL CONDITIONS

29. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
30. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
31. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
32. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
  - a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;

- iii. Type of pavement; and,
  - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
2. Inspection Schedule.
- i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
  - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
- i. Inspection date;
  - ii. Location;
  - iii. Distress types; and
  - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**33. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  - 4. Qualifications of engineering supervision and construction inspection personnel;



5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
  - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
34. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
  - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
  - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
36. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit



of development must be completed regardless of whether the Sponsor receives any additional federal funding.

37. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

`{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}`

*(Signature)*

`{{N_es_:signer1:fullname}}`

*(Typed Name)*

`{{N_es_:signer1:title}}`

*(Title of FAA Official)*

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

## Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated **{{DateTime\_es\_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

County of Bonner

(Name of Sponsor)

{{Sig\_es\_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N\_es\_:signer2:fullname}}** **}}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{\*Ttl\_es\_:signer2:title}}** **}}**

(Title of Sponsor's Authorized Official)

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, **{{N\_es :signer3:fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at **{{DateTime\_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig\_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

*(Signature of Sponsor's Attorney)*

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

## ASSURANCES

### AIRPORT SPONSORS

#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

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

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

**C. Sponsor Certification.**

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

**1. General Federal Requirements**

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

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>



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

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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 Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### **FOOTNOTES TO ASSURANCE (C)(1)**

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

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

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## SPECIFIC ASSURANCES

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

### 2. Responsibility and Authority of the Sponsor.

#### a. Public Agency Sponsor:

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

#### b. Private Sponsor:

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

### 3. Sponsor Fund Availability.

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

### 4. Good Title.

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

### 5. Preserving Rights and Powers.

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

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

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

#### **6. Consistency with Local Plans.**

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

#### **7. Consideration of Local Interest.**

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

#### **8. Consultation with Users.**

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

## 9. Public Hearings.

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

## 10. Metropolitan Planning Organization.

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

## 11. Pavement Preventive Maintenance-Management.

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

## 12. Terminal Development Prerequisites.

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

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

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



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

#### **14. Minimum Wage Rates.**

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

#### **15. Veteran's Preference.**

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

#### **16. Conformity to Plans and Specifications.**

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

#### **17. Construction Inspection and Approval.**

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

#### **18. Planning Projects.**

In carrying out planning projects:

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



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

#### **19. Operation and Maintenance.**

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

#### **20. Hazard Removal and Mitigation.**

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

## 21. Compatible Land Use.

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

## 22. Economic Nondiscrimination.

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

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

### **23. Exclusive Rights.**

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

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

### **24. Fee and Rental Structure.**

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

### **25. Airport Revenues.**

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

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

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

## 26. Reports and Inspections.

It will:

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



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

#### **27. Use by Government Aircraft.**

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

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

#### **28. Land for Federal Facilities.**

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

#### **29. Airport Layout Plan.**

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

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

### 30. Civil Rights.

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

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or



structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

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

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

### 31. Disposal of Land.

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

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

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

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

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

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

### **32. Engineering and Design Services.**

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

### **33. Foreign Market Restrictions.**

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

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of February 20, 2024.

### **35. Relocation and Real Property Acquisition.**

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

### **36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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

**39. Competitive Access.**

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



# BONNER COUNTY SOLID WASTE

1500 Highway 2, Suite 101 • Sandpoint, Idaho 83864-1303  
Phone (208) 255-5681 • Fax 844-965-9700 • [www.bonnercountyid.gov](http://www.bonnercountyid.gov)

## SOLID WASTE ITEM #1

### Memorandum

Date: August 27, 2024

To: Commissioners


From: Bob Howard, Solid Waste Director

Re: Colburn Improvements Project Change Order #7

On April 25, 2023 the BOCC awarded S & L Underground Inc. the contract for the Colburn Improvements project. The project total was \$6,521,148.51 including change orders 1-6. This final change order is for an increase in the amount of \$89,426.76 for a total construction cost of \$6,610,575.27. These are for the following changes: 1) Manual Transfer Switch (\$34,251.37); 2) Existing Armor Upgrades (\$30,064.87); 3) Existing Scale Upgrades (\$23,679.92); 4) Final Time and Material (\$3,652.97); and Final Quantity Reconciliation (-\$2,222.37). Approximate remaining funds for this project is \$85,000.00.

Distribution: Original to BOCC  
Email copy to Bob Howard, Melissa Gault

**Suggested Motion:** Mr. Chairman based on the information before us I move that the County approve S&L Undergrounds Inc. Change Order #7 in the amount of \$89,426.76 for the manual transfer switch, existing armor upgrades, existing scale upgrades, final time and material and credit of final quantity reconciliation. I further authorize the Chairman to sign the Change Order

Auditing Review: 

Recommendation Acceptance: ☐ yes ☐ no

\_\_\_\_\_  
Luke Omodt, BOCC Chairman

Date: \_\_\_\_\_



# Change Order No. 7

Date of Issuance: August 16<sup>th</sup>, 2024

Effective Date: August 16<sup>th</sup>, 2024

Project:  
Colburn Site Improvements

Owner:  
Bonner County

Owner's Contract no.:  
SW023-2023

Contract:  
(same as project)

Date of Contract:  
May 10, 2023

Contractor:  
S&L Underground

Engineer's Project No.:  
4-21115

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

WCD #16 – Manual Transfer Switch

WCD #17 – Existing Armor Upgrades

WCD #19 – Existing Scale Upgrades

WCD #20 – Final T&M

Attachments: (List documents supporting change)

RFQ #16 – Manual Transfer Switch (\$34,251.37)

RFQ #17 – Existing Armor Upgrades (\$30,064.87)

RFQ #19 – Existing Scale Upgrades (\$23,679.92)

RFQ #20 – Final T&M (\$3,652.97)

Final Quantity Reconciliation – (-\$2,222.37)

## CHANGE IN CONTRACT PRICE:

## CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 6,285,393.00

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 360 days

Ready for final payment (days or date): 60 days

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 6:

\$ 235,755.51

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 6:

Substantial completion (days or date): 55

Ready for final payment (days or date): 0

Contract Price prior to this Change Order:

\$ 6,521,148.51

Contract Times prior to this Change Order:

Substantial completion (days or date): 415 days

Ready for final payment (days or date): 60 days

[Increase] [Decrease] of this Change Order:

\$ 89,426.76

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0 days

Ready for final payment (days or date): 0 days

Contract Price incorporating this Change Order:

\$ 6,610,575.27

Contract Times with all approved Change Orders:

Substantial completion (days or date): 415 days

Ready for final payment (days or date): 60 days

RECOMMENDED:

ACCEPTED:

By:

Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

ACCEPTED:

By:

Contractor (Authorized Signature)

Date: August 16<sup>th</sup>, 2024

Date:

Date: 8/19/24

Date:

Approved by Funding Agency (if applicable):



# Change Order Instructions

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## A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

## B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



## WORK CHANGE DIRECTIVE

TO CONTRACTOR: S&L Underground, Inc. WCD NO: 16

PROJECT: Bonner County Solid Waste Colburn Site Improvements PROJECT NO: 4-21115

OWNER: Bonner County

ENGINEER: Great West Engineering

The following additions, deletions, or revisions to the Work have been ordered and authorized:

### Description of Work:

Install 30' welding cables, three rated 300A/600V and a 3 AWG ground with lugs for the generator connection, and a 400A rated generator plug & receptacle to plug the generator into the transfer switch. The transfer switch should have the following: Heavy Duty Double-Throw Safety Switch (fusible), 400A rating, NEMA 3R Enclosure, 3-pole, 3-wire, 240 VAC, Eaton DT325FRK or equal.

### Reason for Change(s):

Due to budgetary restrictions, the County was unable to include full stationary generator in original scope, so accommodations for connecting new WTB power to mobile backup power generator must be made.

### Attachments (List Supporting Documents):

RFQ #16 – Manual Transfer Switch

It is understood that this Work Change Directive will not change the Contract Price or Times, but is evidence that the parties expect a proposal from the Contractor and Change Order to be subsequently issued reflecting any changes.

Ordered By:  Date: 6/24/24  
(OWNER)

Recommended By: Travis Pyle, PE/Great West Engineering Date: June 20<sup>th</sup>, 2024  
(ENGINEER)

Accepted By:  Date: 6/24/24  
(CONTRACTOR)

## REQUEST FOR QUOTATION



QUOTATION NO 16

TO: S&L Underground, Inc.

DATE: May 28<sup>th</sup>, 2024

FROM: Great West Engineering/Bonner County

PROJECT Bonner County Solid Waste Colburn Site Improvements

KEYWORD DESCRIPTION: Manual Transfer Switch

DATE QUOTATION REQUIRED June 11<sup>th</sup>, 2024

The following modification to the contract has been identified. Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described.

### To be completed by Initiator of Request:

#### 1. Scope of Work: (include list of attachments)

Please install 30' welding cables, three rated 300A/600V and a 3 AWG ground with lugs for the generator connection, and a 400A rated generator plug & receptacle to plug the generator into the transfer switch. The transfer switch should have the following: Heavy Duty Double-Throw Safety Switch (fusible), 400A rating, NEMA 3R Enclosure, 3-pole, 3-wire, 240 VAC, Eaton DT325FRK or equal.

2. Reason(s) for Modification: ☐ Owner ☐ Unforeseen Conditions (site, abnormal weather, etc) ☒ Other

A permanent on-site generator and its associated transfer switch were included in a schedule that was not selected in this contract due to budgetary restriction at the time of bid selection.

#### 3. Approval of Request:

Owner:

Bob Howard

Date:

5/29/24

Engineer

Travis Pyle, PE/Great West Engineering

Date

May 28<sup>th</sup>, 2024

### To be completed by Contractor:

4. Total cost of modification (attach detailed breakdown)

\$

34,251.57

5. Will a modification to the contract time be required?

☐ Yes

☒ No

If so, trade(s)

No. of personnel

Duration

(calendar days)

6. Attachment identification: (list)

Shannon Industrial quote

7. Quotation is in effect until (date)

8. Approval of Quotation

Contractor

Shannon Industrial

Date

5/29/24

# S & L Underground, Inc.

S & L Underground, Inc.  
66304 Hwy 2  
P.O. Box 1952  
Bonners Ferry, ID 83805  
208-267-7996 (Office)  
shem@slunder.com

Adam Raibley  
Great West Engineering  
3050 N Lake Harbor Lane Ste 201  
Boise, Idaho 83703  
208-874-4527

June 11, 2024

RE: Bonner County Solid Waste Colburn Facility Improvements- MTS RFQ #16

Hello Adam,

I am submitting a quote for RFQ #16- on the Bonner County Solid Waste Colburn Facility Improvements project.

Manual Transfer Switch - LS.....	\$31,067.00
5 % P/O	<u>\$ 1,553.35</u>
Sub Total	\$32,620.35
Bonds and Insurance	<u>\$ 1,631.02</u>
<b>TOTAL</b>	<b>\$34,251.37</b>

There is a 6-8 week lead-time for the receptacle. If this part of the project is not able to be finished by the end of the contract time, we will be requesting additional days to accommodate this lead-time. If you have any questions, please call me on my cell at (208) 699-1596.

Sincerely,  
Shem Johnson





## Shannon Industrial Contractors, Inc.

PO Box 3886 ♦ 131 E. Poplar Ave. ♦ Coeur d' Alene, ID 83816  
Phone: 208-765-2403 ♦ [Industrial@ShannonCompanies.net](mailto:Industrial@ShannonCompanies.net)

June 6, 2024

S&L Underground, Inc  
66304 Highway 2  
Bonner's Ferry, ID 3805

Dear Justin,

The cost to provide and install the items listed on RFQ #16 is as follows:

Materials	\$22,784.00
Labor 39 MH @ \$78	3,042.00
ID Tax	1,367.00
O&P 15%	<u>3,874.00</u>
Total	\$31,067.00

- \* Price contingent on using Northern Light Utility C.T. can as a pass through feed to main panel
- \* Price does not include any Northern Lights Utility fees
- \* There is 4 wk. lead-time on MTS
- \* There is 6-8 wk. lead-time on Receptacle

Please call if you have any questions  
Sincerely,



Chad Franks  
Project Manager



## WORK CHANGE DIRECTIVE

TO CONTRACTOR: S&L Underground, Inc. WCD NO: 17  
PROJECT: Bonner County Solid Waste Colburn Site Improvements PROJECT NO: 4-21115  
OWNER: Bonner County  
ENGINEER: Great West Engineering

The following additions, deletions, or revisions to the Work have been ordered and authorized:

### Description of Work:

Please provide the labor and materials required to furnish the Existing WTB with the armor upgrades described in RFQ 17.

### Reason for Change(s):

Adjustments to the armoring design are necessary due to an inability to analyze the structural integrity of certain members in the existing WTB until after partial demolition of the armoring had occurred.

EXISTING UNITE REIN STEEL "BOLLARDS" NOT  
STRUCTURALLY SOUND

### Attachments (List Supporting Documents):

RFQ #17 – Existing WTB Armor Improvements

It is understood that this Work Change Directive will not change the Contract Price or Times, but is evidence that the parties expect a proposal from the Contractor and Change Order to be subsequently issued reflecting any changes.

Ordered By

Bob Howard  
(OWNER)

7/17/24  
Date

Recommended By:

Travis Pyle, PE/Great West Engineering  
(ENGINEER)

July 15<sup>th</sup>, 2024

Date

Accepted By

Shane Lehn  
(CONTRACTOR)

8/18/24  
Date



## REQUEST FOR QUOTATION

PROJECT NO. 17

TO S&L Underground, Inc.

DATE June 24<sup>th</sup> 2024

FROM Great West Engineering/Bonner County

PROJECT Bonner County Solid Waste Colburn Site Improvements

KEYWORD DESCRIPTION Existing WTB Armor Improvements

DATE QUOTATION REQUIRED July 8<sup>th</sup> 2024

The following modification to the contract has been identified. Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described.

### To be completed by Initiator of Request:

#### 1. Scope of Work (include list of attachments)

Please provide quotation for the labor and materials required to furnish the Existing WTB with the armor upgrades described in the attachment.

#### 2. Reason(s) for Modification ☒ Owner ☐ Unforeseen Conditions (site, abnormal weather, etc) ☐ Other

Adjustments to the armoring design are necessary due to inability to analyze the structural integrity of certain members in the existing WTB until after partial demolition of the armoring had occurred.

#### 3. Approval of Request

Owner:

*S. L. Hancock*  
Travis Pyle, PE/Great West Engineering

Date:

*6/26/24*  
June 24<sup>th</sup> 2024

Engineer:

Date:

### To be completed by Contractor:

#### 4. Total cost of modification (attach detailed breakdown)

\$

*25,000.00*

#### 5. Will a modification to the contract time be required?

☐ Yes

☒ No

If so, trade(s)

No. of personnel

Duration

(calendar days)

#### 6. Attachment identification (list)

#### 7. Quotation is in effect until (date)

#### 8. Approval of Quotation

Contractor:

Date:

# S & L Underground, Inc.

S & L Underground, Inc.  
66304 Hwy 2  
P.O. Box 1952  
Bonners Ferry, ID 83805  
208-267-7996 (Office)  
shem@slunder.com

Adam Raibley  
Great West Engineering  
3050 N Lake Harbor Lane Ste 201  
Boise, Idaho 83703  
208-874-4527

July 10, 2024

RE: Bonner County Solid Waste Colburn Facility Improvements- Armor Plate Upgrades RFQ 17

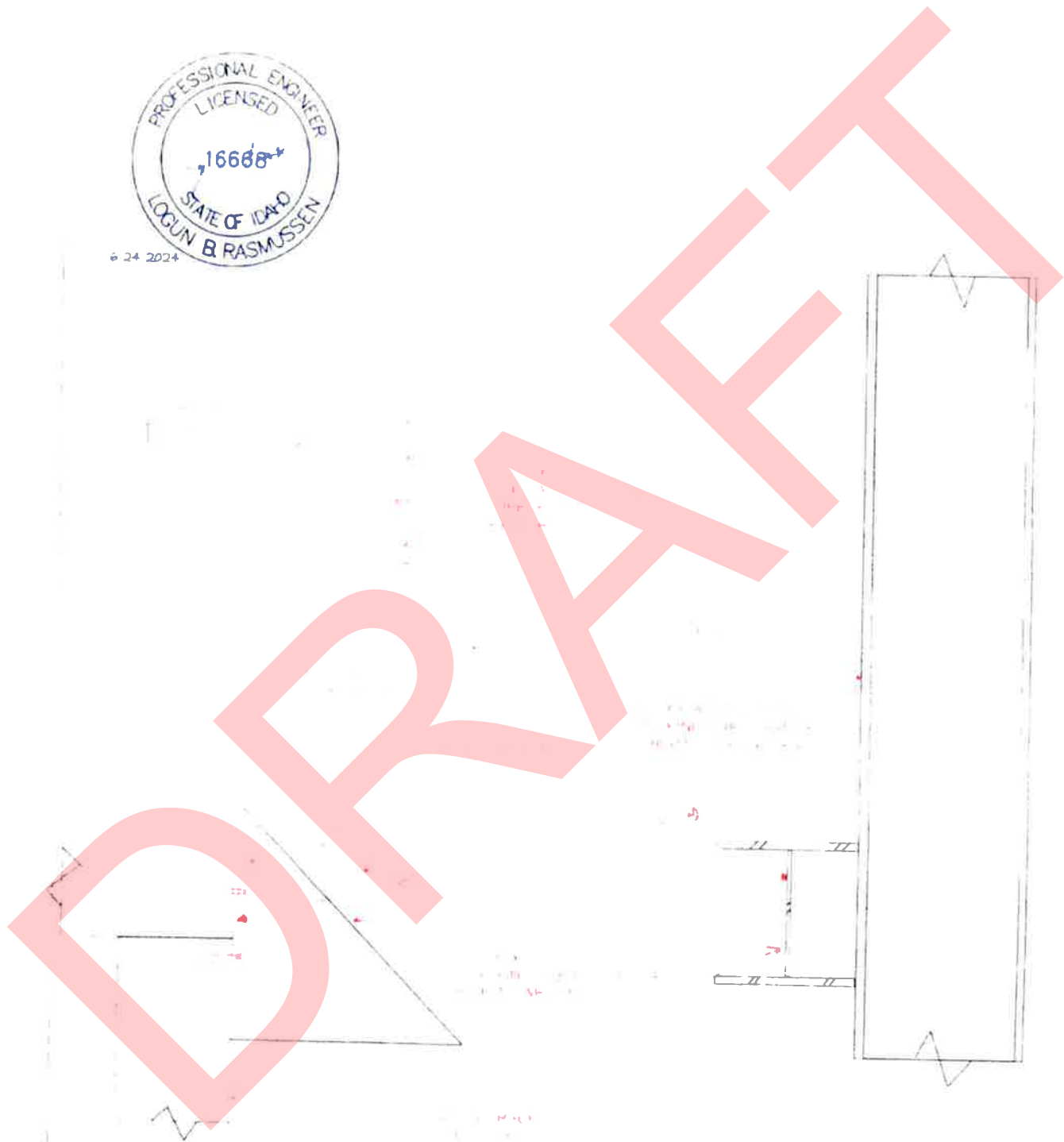
Hello Adam,

I am submitting a quote for RFQ #17 on the Bonner County Solid Waste Colburn Facility Improvements project.

Materials L.S.	\$ 7,048.45
5 Days 2 men 10 hours @ \$95 hr	\$ 9,500.00
5 Days 1 man baskets @ \$250 day	\$ 1,250.00
5 Days 2 welders and rod @ \$500.00 day	\$ 5,000.00
5 Days 1 Forklift @ \$350.00 day	\$ 1,750.00
Weld inspection	\$ 350.00
Sub Total	\$24,898.45
15%	\$ 3,734.76
Sub Total	\$28,633.21
Bonds and Insurance	\$ 1,431.66
<b>TOTAL</b>	<b>\$30,064.87</b>

If you have any questions, please call me on my cell at (208) 699-1596.

Sincerely,  
Shem Johnson



**GLR**  
ENGINEERS  
BOKEY  
LANE  
RASMUSSEN

1500 North  
State # 211  
Bokeh, ID 83406  
Phone: 208.333.1111

**BONNER COUNTY  
SOLID WASTE -  
COLBURN FACILITY  
IMPROVEMENTS**

**Existing WTF Armoring**

Project: 1500 North

Date:

Drawn by:

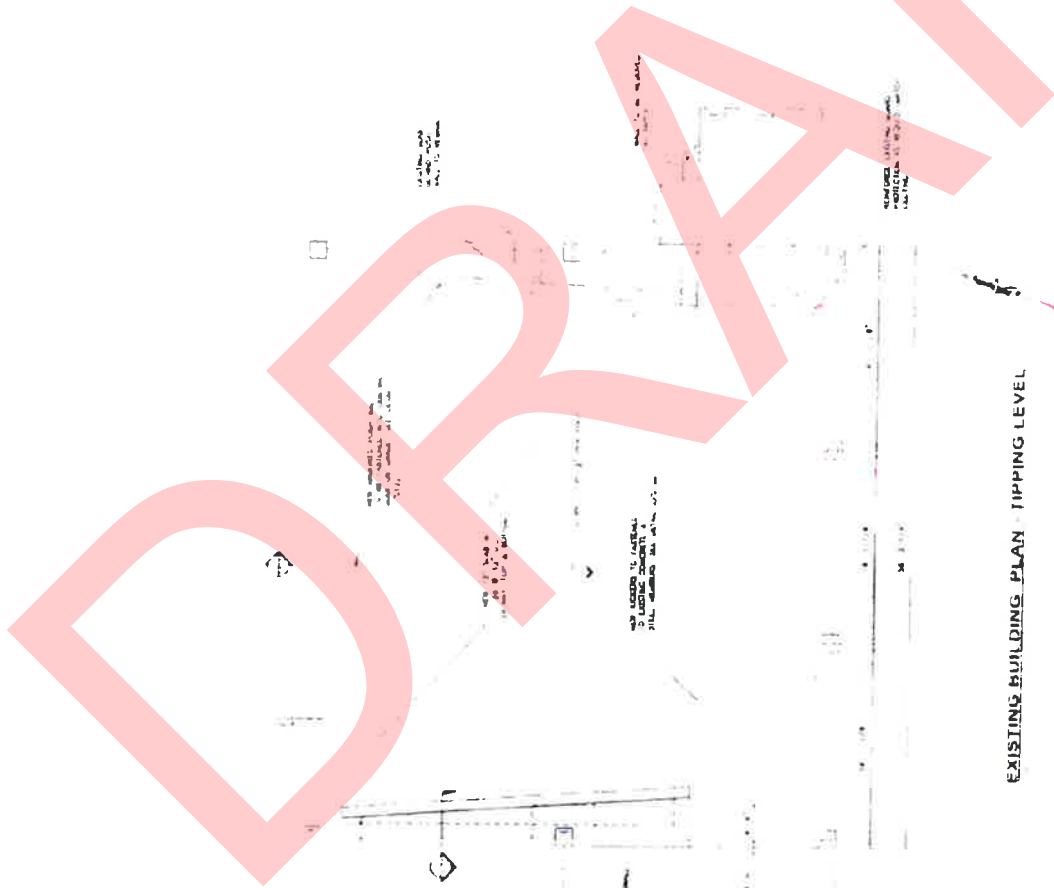
S23 035

06/24/2024

GBR

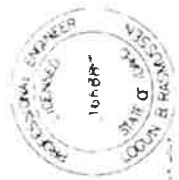
**SK 5**

NFS



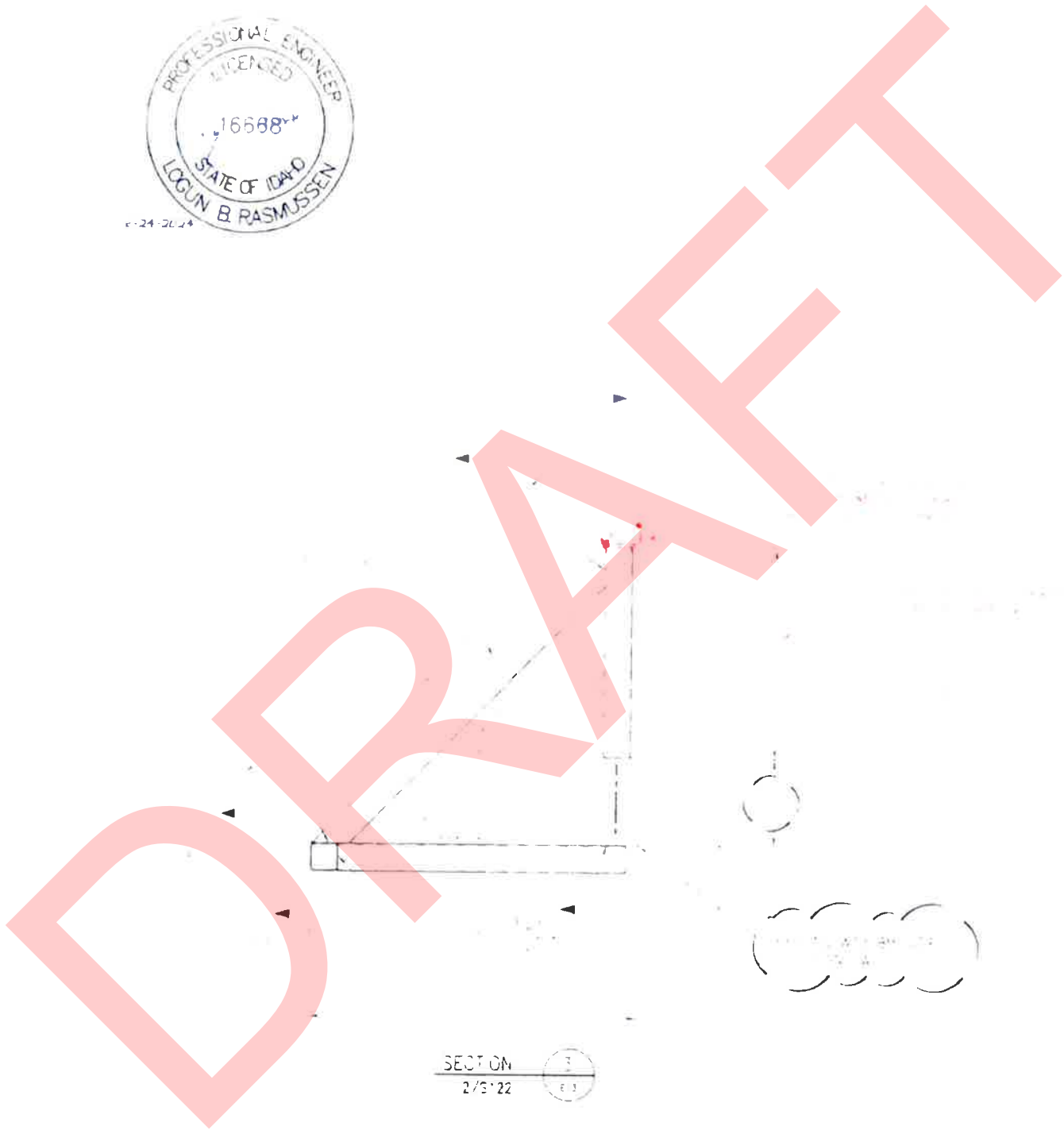
EXISTING BUILDING PLAN - TIPPING LEVEL

BONNER COUNTY SOLID WASTE  
COLBURN FACILITY IMPROVEMENTS  
S121



**GLR**  
GOKEY  
LANE  
RASMUSSEN  
ENGINEERS

BONNER COUNTY  
SOLID WASTE  
COLBURN FACILITY  
IMPROVEMENTS  
S121 Plan Revisions for 10/14/14  
SK-4



**GLR**  
ENGINEERS  
GOKEY  
LANE  
RASMUSSEN

19 S. 200th Street  
Suite #100  
Pocatello, ID 83431  
208.243.1100

BONNER COUNTY  
SOLID WASTE -  
COLBURN FACILITY  
IMPROVEMENTS

Existing WTF Armoring

Design Engineer  
Checker  
Draftsman  
Scale: 1/4" = 1'-0"

S23-105  
06-24-2024  
LBR

SK 6

SEE SHEET 5



DRAFT



BOKEY  
LANE  
RASMUSSEN

BONNER COUNTY  
SOLID WASTE -  
COLBURN FACILITY  
IMPROVEMENTS

Existing WTF Armoring

Project No. 2023-001

Page

Sheet No.

2023-001

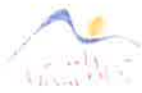
04-24-2024

444

SK 7

94%





## WORK CHANGE DIRECTIVE

TO CONTRACTOR: S&L Underground, Inc.

WCD NO: 19

PROJECT: Bonner County Solid Waste Colburn Site Improvements

PROJECT NO: 4-21115

OWNER: Bonner County

ENGINEER: Great West Engineering

The following additions, deletions, or revisions to the Work have been ordered and authorized:

### Description of Work:

Replace electronics on MSI Truck Scale Pads to match new scales. Furnish with JB8SP TuffSeal Signal Trim 8-Channel Junction Box, 920i Programmable HMI Indicator/Controller Digital Meter, Serial Port Dual Channel Full Duplex, 1 Epson Ticket Printer w/Power Supply, 1 25 Pin Printer Cable, and 3 LaserLight2 4-inch LED displays.

### Reason for Change(s):

The electronics were functional during the design stage of the project; however, long overdue for replacement. During the course of the project, these electronics failed and are discontinued. For this reason, the scaling and display units will need to be replaced with modern electronics. This was excluded from the original design due to prioritization of other items that demanded attention; however, now that the project is at an end and there is remaining money, it is an appropriate time to address this issue.

### Attachments (List Supporting Documents):

- RFQ 019

It is understood that this Work Change Directive will not change the Contract Price or Times, but is evidence that the parties expect a proposal from the Contractor and Change Order to be subsequently issued reflecting any changes.

Ordered By:

Bob Howard  
(OWNER)

8/16/24  
Date

Recommended By:

Travis Pyle, PE/Great West Engineering  
(ENGINEER)

8/15/2024  
Date

Accepted By

TH  
(CONTRACTOR)

8/16/24  
Date

# REQUEST FOR QUOTATION

TO S&L Underground, Inc.

QUOTATION NO. 1

DATE August 8, 2024

FROM Great West Engineering Bonner County

PROJECT Bonner County Solid Waste Colburn Site Improvements

KEYWORD DESCRIPTION Existing WTB Scale Electronics Improvements

DATE QUOTATION REQUIRED August 15, 2024

The following modification to the contract has been identified. Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described.

## To be completed by Initiator of Request:

### 1. Scope of Work (include list of attachments)

Please replace electronics on MSI Truck Scale Pads to match new scales. Furnish with JB8SP TuffSeal Signal Trm 8-Channel Junction Box, 920i Programmable HMI Indicator/Controller Digital Meter, Serial Port Dual Channel Full Duplex, 1 Epson Ticket Printer w/Power Supply, 1 25 Pin Printer Cable, and 3 LaserLight 2 4-inch LED displays.

### 2 Reason(s) for Modification ☐ Owner ☒ Unforeseen Conditions (site, abnormal weather, etc) ☐ Other

The electronics were functional during the design stage of the project, however, long overdue for replacement. During the course of the project, these electronics failed and are discontinued. For this reason, the scaling and display units will need to be replaced with modern electronics. This was excluded from the original design due to prioritization of other items that demanded attention, however, now that the project is at its end and there is remaining money, it is an appropriate time to address this issue.

### 3 Approval of Request

Owner

Travis Pyle, PE/Great West Engineering

Date

8/11/24

Engineer

Date

August 8<sup>th</sup> 2024

## To be completed by Contractor:

### 4 Total cost of modification (attach detailed breakdown)

\$ 2,222.22

### 5 Will a modification to the contract time be required? ☐ Yes ☒ No

If so, traders

No. of personnel

Duration

(calendar days)

### 6 Attachment identification (list)

### 7 Quotation is in effect until (date)

### 8 Approval of Quotation

Contractor

Date

# S & L Underground, Inc.

S & L Underground, Inc.  
66304 Hwy 2  
P.O. Box 1952  
Bonners Ferry, ID 83805  
208-267-7996 (Office)  
shem@slunder.com

Adam Raibley  
Great West Engineering  
3050 N Lake Harbor Lane Ste 201  
Boise, Idaho 83703  
208-874-4527

August 15, 2024

RE: Bonner County Solid Waste Colburn Facility Improvements- Existing WTB Scale Electronics  
Improvements RFQ 19

Hello Adam,

I am submitting a quote for RFQ #19 on the Bonner County Solid Waste Colburn Facility  
Improvements project.

Shannon Industrial materials L.S.	\$ 5,216.00
5%	\$ 260.80
Subtotal	\$ 5,476.80
Northwest Scales materials L.S.	\$15,430.00
5%	\$ 771.50
Subtotal	\$16,201.50
1 Day - 1 man - 8 hours @ \$95/hr	\$ 760.00
15%	\$ 114.00
Sub Total	\$ 874.00
Total	\$22,552.30
Bonds and Insurance	\$ 1,127.62
<b>TOTAL</b>	<b>\$23,679.92</b>

If you have any questions, please call me on my cell at (208) 699-1596.

Sincerely,  
Shem Johnson

66304 Hwy 2 P.O. Box 1952 Bonners Ferry, ID 83805 (208) 267-7996 Office admin@slunder.com

# **Shannon Industrial Contractors, Inc.**

PO Box 3888 ♦ 131 E. Poplar Ave. ♦ Coeur d'Alene, ID 83816  
Phone: 208-765-2403 ♦ Industrial@ShannonCompanies.net

August 14, 2024

S&L Underground, Inc  
66304 Highway 254  
Bonner's Ferry, ID 3805

Attn: Justin

RE: Scales

Dear Justin,

The cost to provide and install the electrical materials for the scales is as follows:

Materials	\$883.00
Labor 40MH @ \$68	2,720.00
Articulating Boom	<u>800.00</u>
Sub Total	\$4,403.00
ID Tax	101.00
O&P 15%	660.00
Insurance 1%	<u>52.00</u>
Total	\$5,216.00

Please call if you have any questions

Sincerely,

*Chad Franks*

Chad Franks  
Project Manager



Phone: 208-425-1111  
Fax: 208-425-1111  
Email: info@scscales.com

## Estimate

Name / Address	
S&I Underground, Inc PO Box 1952 66304 Highway 2 Bonners Ferry Idaho 83805	
Ph	Fax

Date	Estimate No.
8/5/2024	22688
Estimate valid for 20 Days	

We are proud to propose the following equipment/service for your consideration. It is not our intention that all possible charges and features be included herein. Typographic and mathematical errors contained herein are subject to correction. Alterations and/or deviations from these specifications may result in price changes. We reserve the right to make changes in materials based upon availability. Upon receipt of a signed proposal, a Sales Order Confirmation will be issued which specifies the final purchase agreement for equipment/services and costs. **THIS IS NOT VALID AS A SALES ORDER - only as a preliminary estimation and quotation for your consideration.**

Rep	Terms	FOB	Est. Lead Time	Project
Larry	Due On Receipt of Invoice	Open		
Qty	Description	Cost	Total	
	Old Tipping Floor Bonner County Replace electronics on MST Truck Scale. Parts to match new scales.			
2	IBSP FortSen Signal Trim 8 Channel Junction Box w/ Extension	465.00	930.00	
1	920i Programmable HMI Indicator Controller Digital Meter Dual Channel NEMA 4X IP66, Stainless Steel	3,050.00	3,050.00	
1	67604 1nd OPT, Serial Port Dual Channel Full Duplex RS232 and 4 Wire RS485 720i, 820i, 920i	350.00	350.00	
1	Epson TM-L 295 Ticker Printer 115 230 V AC w/ Power Supply	685.00	685.00	
1	25 Pin Printer Cable	60.00	60.00	
3	Display, LaserLight 2.4 inch LED, Painted Steel Enclosure with Flange Mount (includes PN 175305) **To be mounted and wired by others**	2,100.00	6,300.00	
300	Standard 6-Conductor Load Cell Cable, per foot	2.30	690.00	
200	Black 2-Conductor w/ Bare Ground Communications Cable, per foot	1.25	250.00	
20	Service Labor -- Estimated Hook up load cells, configure indicator, remote displays and printer, calibrate scales	125.00	2,500.00	
1	Zone 5 -- Test Truck	375.00	375.00	
1	Shipping	240.00	240.00	
	**As bid, Customer responsible for any necessary Permits, Cabinet for electronics, Electrical or Conduit work, Mounting of Remote Displays			

Sales tax will be added at your applicable tax rate. Shipping costs are estimates only.

**Total**

\$15,430.00

All OFFENSES OF PROPOSAL: Please re-submit your proposal if you are not satisfied with the estimate. We reserve the right to make changes in materials based upon availability. Upon receipt of a signed proposal, a Sales Order Confirmation will be issued which specifies the final purchase agreement for equipment/services and costs. **THIS IS NOT VALID AS A SALES ORDER - only as a preliminary estimation and quotation for your consideration.**

Date	Printed	Signature	Title
------	---------	-----------	-------



# 920

PROGRAMMABLE HMI  
INDICATOR/CONTROLLER



**RICE LAKE**  
WEIGHING SYSTEMS  
Commitment Beyond Measurement®

[www.ricelake.com](http://www.ricelake.com)



# Whatever you imagine...

**Simplicity, ultimate flexibility, infinite power.**

**i am different.**



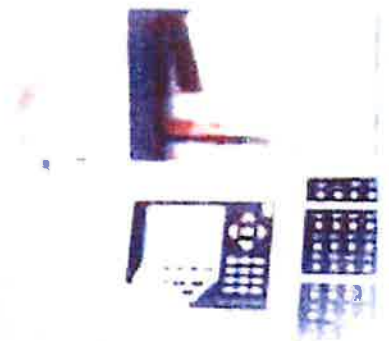
Yes, the revolutionary 920i is indeed different. Different, yet intuitively familiar for even the least experienced operators. The 920i is truly the first of its kind to blend revolutionary user interfaces, total flexibility and ultimate processing performance with the simplicity of a basic weight meter.

- We took several key features from weight instruments, PLCs, and computers, incorporated robust state-of-the-art electronics and wrapped them in virtually indestructible packaging, actions to deliver the most advanced programmable instrument the industry has ever seen.
- Adding an entirely new dimension in flexibility for solution providers and users alike, the 920i delivers simplified customization at a fraction of the cost of traditional process instrumentation. From tailored basic weighing to complex process automation, the 920i gives you exactly what you need, exactly the way you want it.

**i am intelligence.** While most programmable indicators/controllers can run complicated programs, operating them can be equally difficult. The 920i's intelligent design has changed all that. We've combined performance-driven circuitry, simplified architecture, and intuitive features to provide an instrument that offers virtually unlimited power, yet is remarkably easy to use.

**Customized soft keys put increased productivity at your fingertips.** Programmable keys provide instant access to frequently used functions such as selecting a formula, starting a batch, beginning a data collection sequence, or searching or sorting a file. They can be redefined throughout a program, providing a virtually unlimited number of soft keys. When your process changes, soft key functions can easily be modified in the field.

**Data acquisition and storage play a vital role in successful supply chain management.** From simple transaction and inventory records to complex data manipulation, the 920i will help you manage critical information in a way that best fits your process. Battery-backed memory allows you to customize database files to store information like ID numbers, transactions, formulas, label formats, and PLCs. With up to 14MB of optional memory, the 920i can house multiple database files or allow you to download information to a standard data management software program on your PC.



# Whatever you do...

**If you can imagine it, Z can do it.**

The 920i is built with best-in-class core features that allow you to control your process with unprecedented efficiency. From there, it's up to you. With a unique modular design and tools that simplify custom programming, the 920i can be and do exactly what your application requires.

wall mount  
panel mount  
deep universal  
universal

data management • in-motion checkweighing • batching • tank/hopper weighing



high speed • vehicle scale automation • custom process control • bulk process

**ZQUBE**



**Z am everywhere. All of the time.**

Add advanced diagnostics to the 920i with the optional ZQUBE digital diagnostic junction box. When the ZQUBE detects an unstable system, it automatically sends a signal to the indicator. The 920i alerts the operator to potential machine issues and will even email findings to you.





# i can do it easier, faster and smarter.

**i am speed.**

For high-speed checkweighing, batching and filling, the 920i is the fastest and most accurate. It's the only one that can handle up to 1000 items per second. And it's the only one that can handle up to 1000 items per second.

For high-speed checkweighing, batching and filling, the 920i is the fastest and most accurate. It's the only one that can handle up to 1000 items per second. And it's the only one that can handle up to 1000 items per second.

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For high-speed checkweighing, batching and filling, the 920i is the fastest and most accurate. It's the only one that can handle up to 1000 items per second. And it's the only one that can handle up to 1000 items per second.

**i am flexibility.**

The 920i is the most flexible. It can handle up to 1000 items per second. And it's the only one that can handle up to 1000 items per second.

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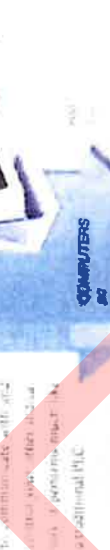
The 920i is the most flexible. It can handle up to 1000 items per second. And it's the only one that can handle up to 1000 items per second.

## Your window of opportunity to a new dimension in process efficiency.

Up to 10 different screens can be programmed to change with your process. Colours, fonts and messages show setpoint and fault information.

Up to 10 different screens can be programmed to change with your process. Colours, fonts and messages show setpoint and fault information.

Up to 10 different screens can be programmed to change with your process. Colours, fonts and messages show setpoint and fault information.





## What can the 920i<sup>®</sup> do for your operation?

Visit [www.ricelake.com](http://www.ricelake.com) to learn more about the 920i<sup>®</sup> and how our calibration and digital programming technology improves efficiency and safety for your operation.

# 920i<sup>i</sup> PROGRAMMABLE HMI INDICATOR/CONTROLLER

## Standard Features

- Large 4.6" W x 3.4" H, 320 x 240 pixel backlit LCD graphical display
- Selectable character sizes from 25" to 1.2"
- Display up to four scale channels with required legal-for-trade information per screen
- Five displayed soft keys with 10 user-defined and 14 preset functions per screen
- Selectable A/D measurement rate up to 960/second
- Power for (16) 3500 load cells per A/D option card
- Peak hold, rate of change
- Audit Trail Tracking and Adb storage
- Multiple range/alternating weighing
- Four bidirectional communication ports
- Operator prompts/256 widgets
- Multiple screens (program control)
- Eight onboard data bases
- Four onboard digital I/O
- 100 configurable setpoints
- Two onboard option card slots
- 1,000+D truck registers for input weighing
- Programmable ticket formats, 20 auxiliary print formats
- ESP event-driven processing
- User programmable 512 K flash memory
- GPRS connectivity
- 32 individual scale accumulations
- Front panel or serial configuration/calibration
- NEMA 4X IP65 stainless steel enclosure

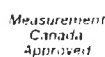
## Options/Accessories

- Digital I/O, 24 channel
- A/D dual or single channel
- 0-4 kHz pulse input
- Analog output selectable (0-10V, 0-20mA)
- Analog input (-/+ 5VDC, 0-10V, 0-20mA)
- Thermocouple (E, J, K, N, T)
- Memory, 1 MB
- Two channel serial (RS-232, RS-485 and 20mA)
- Two- and six-card expansion boards

## Communication protocol cards

- DeviceNet<sup>™</sup>
- Allen-Bradley<sup>®</sup> Remote I/O
- EtherNet/IP<sup>™</sup>
- Profibus<sup>®</sup> DP
- Ethernet TCP/IP 10/100 Base T

## Approvals



## Enclosure Options

### Universal Mount

#### Common Applications

- General purpose indoor/outdoor
- Confined space
- Data entry

#### Model-Specific Features

- 360° mounting configuration
- Accommodates two option cards internally (up to 14 total)



A=11.8" B=14.5" C=10.4"

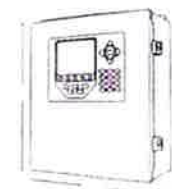
### Wall Mount

#### Common Applications

- Control systems
- Industrial indoor/outdoor
- Material handling

#### Model-Specific Features

- Space for manual overrides
- Accommodates eight option cards internally (up to 14 total)
- Accommodates internal relays



A=11.8" B=14.5" C=10.4"

### Deep Universal Mount

#### Common Applications

- General purpose indoor/outdoor
- Four option cards

#### Model-Specific Features

- Ergonomically efficient
- Accommodates four option cards internally (up to 14 total)



A=11.8" B=14.5" C=10.4"

### Panel Mount

#### Common Applications

- Process control
- Retrofit existing panels
- Custom consoles

#### Model-Specific Features

- Optimizes panel space
- Accommodates four option cards internally (up to 14 total)



A=11.8" B=14.5" C=10.4"



Commitment Beyond Measurement

1812 W. 100th Street • New Cass, WI 53063 • USA  
(262) 781-1100 • FAX (262) 781-1101 • [www.ricelake.com](http://www.ricelake.com)

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# **LASERLIGHT 2**

REMOTE DISPLAY



*Shown with flange mount  
and radio option*

**RICE LAKE**  
WEIGHING SYSTEMS



# LASERLIGHT2

REMOTE DISPLAY

## Bright and Vivid Display, Even in Direct Sunlight

Prominently display weight, numeric data and messages with the LaserLight2 remote display. A super-bright LED display with non-glare lens provides sharp seven-segment, six-digit characters that are easy to read. Never lose visibility in dark conditions or experience wash-out in direct sunlight. Simply power up a LaserLight2 remote display in your application and the benefits are clearly visible.



A redesigned enclosure provides easy access to internal components. The front panel swings open for convenient setup and service, yet is securely held in place. The weather-tight, IP66-rated enclosure provides superior protection for worry-free daily use. The external keypad makes navigating configuration options safe and easy with up, down, left and right arrow keys as well as Enter, Setup, Mode, Set and Learn buttons.

Available in four-inch or six-inch character sizes, LaserLight2 remote displays include annunciators for gross, net, pounds, and kilograms. For added convenience, time and date is also included.

To simplify installation and make retrofitting an attractive option, Auto Learn mode identifies communication formats and data rates used by existing weight indicators. Use LaserLight2 with virtually any weight indicator and you'll experience a seamless installation every time.

Mounting options include a flange tab which accommodates 1/4-inch hardware for vertical surface or pole mounting, or VESA mounting bracket for increased versatility. With the VESA mount, a wide variety of readily available mounting options are compatible with the LaserLight2.

The LaserLight2 remote display—providing crisp, accurate weight readings in any condition to ensure your process is always in clear view.



### Standard Features

- Six high-intensity red digits (double-row discrete LED)
- Auto Learn mode of communication protocols
- Hold displayed weight (demand input)
- Software selectable standstill mode for no updates while in motion
- Mirror (reverse image) feature, auto mode
- Durable weather-tight IP66 enclosure
- Adjustable daylight/night intensity
- Non-glare contrast filtered lens
- RS-232, 20 mA, and RS-485 communications
- Auto sensing 115/230 VAC power supply
- REMs locations accommodate flange or VESA mounting brackets
- Polyethylene breather vent inhibits internal moisture buildup
- Red, green and arrow lights in Stop/Go model

### Options

- Pole mount bracket
- Fiber-optic interface
- Radio interface
- dSL versions available
- Stainless steel enclosure
- Display visor

### Specifications

<b>Display:</b>	6 digit, 7 segment discrete oval projection optical performance red LED lamps Contrast enhanced optical filtering lens 1 or 2 place decimal or comma indication 4 annunciators for GR, NT, lb, kg 4 inch red, green ball/arrow in Stop/Go model
<b>Maximum Viewing Distance:</b>	4 inch: 200 ft (60 m) 6 inch: 300 ft (100 m)
<b>Input Interface:</b>	RS-232, RS-485, 20 mA current loop (active or passive, switch selectable)
<b>Output Interface:</b>	Independently configurable echo out port, RS-232
<b>Input Data Format:</b>	Baud Rate: 1200, 2400, 4800, 9600 and 19,200 self learning or software selectable
<b>Character Format:</b>	7 or 8 data bits; even, odd, or no parity, 1 or 2 stop bits, self learning or software selectable
<b>Update:</b>	Continuous or out of motion only, software selectable
<b>Power Consumption:</b>	4 inch: 21 watt 6 inch: 27 watt
<b>Time:</b>	Software enable/disable 12 or 24 hour format
<b>Date:</b>	Software enable/disable US or ISO format
<b>Rating/Material:</b>	IP66 Weather tight, mild steel, black powder coated
<b>Dimensions:</b>	4 inch (L x H): 22.28 in x 9.8 in 6 inch (L x H): 30.63 in x 12.77 in Stop/Go (L x H): 30.63 in x 12.77 in (flanges add 3.16 inches in width)
<b>Weight:</b>	4 inch: 20 lb (9 kg) 6 inch and Stop/Go: 25 lb (11 kg)
<b>Operating Temperature Range:</b>	-40°F to 120°F (-40°C to 49°C)
<b>Warranty:</b>	Five year limited warranty

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**RICE LAKE**  
WEIGHING SYSTEMS

Web: [www.ricelake.com](http://www.ricelake.com) • Fax: [www.ricelake.com](http://www.ricelake.com) • 1-800-368-4463 • [www.ricelake.com](http://www.ricelake.com)

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# **LASERLIGHT 2**

REMOTE DISPLAY



*Shown with flange mount  
and radio option*

**RICE LAKE**  
WEIGHING SYSTEMS

# LASERLIGHT 2

REMOTE DISPLAY

## Bright and Vivid Display, Even in Direct Sunlight

Prominently display weight, numeric data and messages with the LaserLight2 remote display. A super-bright LED display with non-glare lens provides sharp seven-segment, six-digit characters that are easy to read. Never lose visibility in dark conditions or experience wash-out in direct sunlight. Simply power up a LaserLight2 remote display in your application and the benefits are clearly visible.



A redesigned enclosure provides easy access to internal components. The front panel swings open for convenient setup and service, yet is securely held in place. The weather-tight, IP66-rated enclosure provides superior protection for worry-free daily use. The external keypad makes navigating configuration options safe and easy with up, down, left and right arrow keys as well as Enter, Setup, Mode, Set and Learn buttons.

Available in four-inch or six-inch character sizes, LaserLight2 remote displays include annunciators for gross, net, pounds, and kilograms. For added convenience, time and date is also included.

To simplify installation and make retrofitting an attractive option, Auto Learn mode identifies communication formats and data rates used by existing weight indicators. Use LaserLight2 with virtually any weight indicator and you'll experience a seamless installation every time.

Mounting options include a flange tab which accommodates 1.4-inch hardware for vertical surface or pole mounting, or VESA mounting bracket for increased versatility. With the VESA mount, a wide variety of readily available mounting options are compatible with the LaserLight2.

The LaserLight2 remote display—providing crisp, accurate weight readings in any condition to ensure your process is always in clear view.



### Standard Features

- Six high-intensity red digits (double-row, discrete LED)
- Auto Learn mode of communication protocols
- Hold displayed weight (demand input)
- Software selectable standstill mode for no updates while in motion
- Mirror (reverse image) feature, auto mode
- Durable weather-tight IP66 enclosure
- Adjustable daylight/night intensity
- Non-glare, contrast-filtered lens
- RS-232, 20 mA, and RS-485 communications
- Auto sensing 115-230 VAC power supply
- PEMs locations accommodate flange or VESA mounting brackets
- Polyethylene breather vent inhibits internal moisture buildup
- Red, green and arrow lights in Stop/Go model

### Options

- Pole mount bracket
- Fiber-optic interface
- Radio interface
- IUL versions available
- Stainless steel enclosure
- Display visor

### Specifications

Display:	4 digit, 7-segment, discrete dual precision optical performance red LED lamps Contrast-enhanced optical filtering lens 1- or 2-place decimal or communication annunciators for GR, NT, lb, kg 4-inch red/green ball arrow in Stop/Go model
Maximum Viewing Distance:	4-inch: 200 ft (60 m) 6-inch: 300 ft (100 m)
Input Interface:	RS-232, RS-485, 20 mA current loop (active or passive, switch selectable)
Output Interface:	Independently configurable echo out port, RS-232
Input Data Format:	Baud Rate: 1200, 2400, 4800, 9600 and 19,200 Self-learning or software selectable
Character Format:	7 or 8 data bits, even, odd, or no parity, 1 or 2 stop bits Self-learning or software selectable
Update:	Continuous or out of motion only, software selectable
Power Consumption:	4-inch: 21 watt 6-inch: 27 watt
Time:	Software enable/disable, 12- or 24-hour format
Date:	Software enable/disable, US or ISO format
Rating/Material:	IP66 Weather-tight, mild steel, black powder coated
Dimensions:	4-inch (L x H): 22.28 in x 9.8 in 6-inch (L x H): 30.63 in x 12.77 in Stop/Go (L x H): 30.63 in x 12.77 in (flanges add 3.16 inches in width)
Weight:	4-inch: 20 lb (9 kg) 6-inch and Stop/Go: 25 lb (11 kg)
Operating Temperature Range:	-10°F to 120°F (-40°C to 49°C)
Warranty:	Two-year limited warranty

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**RICE LAKE**  
WEIGHING SYSTEMS

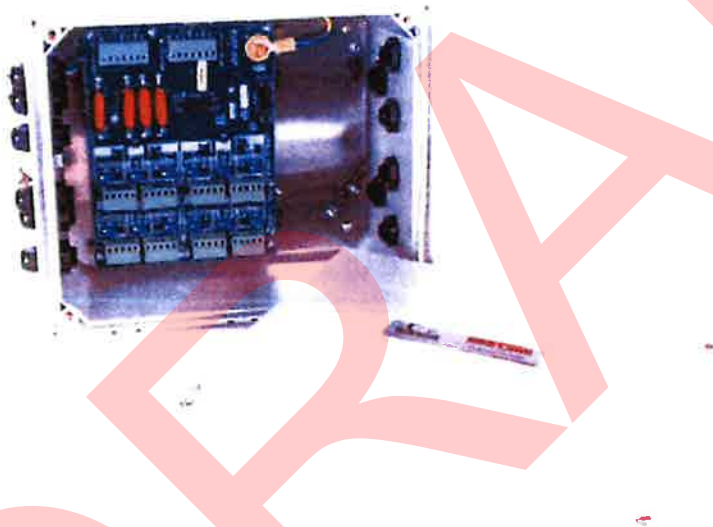
For more information, contact your local sales office or visit our website at [www.ricelake.com](http://www.ricelake.com)

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# JB8SP TuffSeal™ Signal Trim Junction Box

**RICE LAKE**  
WEIGHING SYSTEMS

As of: Tuesday, August 6,  
2024



## Standard Features

- Polycarbonate, NEMA Type 4X enclosure
- PreVent™ breather vent
- Conformal coated circuit board
- Removable load cell connectors
- Section and individual cell trim capability
- Number of cells: two, four, six or eight single load cells (even number of cells only)
- Expansion port

## Applications

- Truck, livestock and railroad scales

## Approvals





**WARNING:**  
**Cancer**  
**and**  
**Reproductive**  
**Harm**  
**California**  
**Proposition**  
**65**

DRAFT

Ideal for use with truck, livestock and railroad scales, the JB8SP TuffSeal® signal trim junction box effectively seals in sensitive circuitry and resists potentially damaging elements. Conjoining up to eight load cells in one unit, the JB8SP TuffSeal junction box also includes an expansion port if needed. For convenience, this junction box has both section and individual cell signal trim capability.

## JB8SP TuffSeal Signal Trim Junction Box Specifications

**Cable Fittings:**

(9) 3/8 In NPT 0.157 to 0.314 in  
(2) 1/2 In NPT 0.272 to 0.472 in

**Rating/Material:**

NEMA Type 4X  
Polycarbonate with overlapping  
solid cover, stainless steel screws

**Connectors:**

Pluggable screw type, 12 to 28  
AWG

**Trimming:**

Individual cell, range trim

**Temperature Range:**

Operating:  
0 °F to 122 °F (-18 °C to 50 °C)

**Potentiometers:**

100,000 ohm, 25 turn cermet

**Circuit Board:**

5.7 × 7.2 in with conformal coating

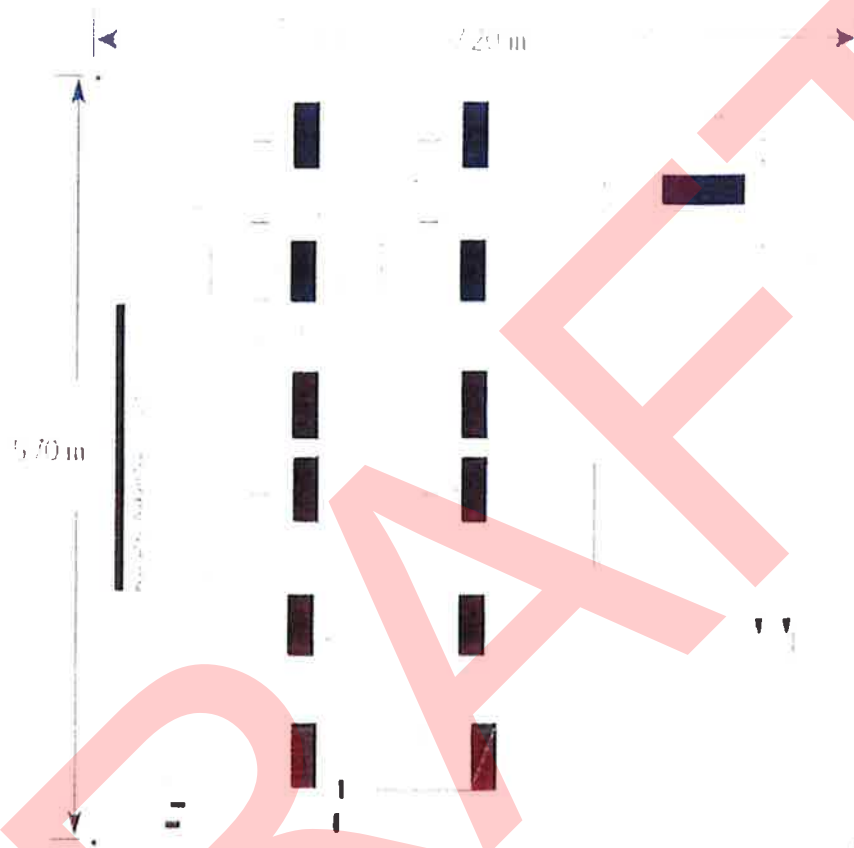
**Warranty:**

One-year limited

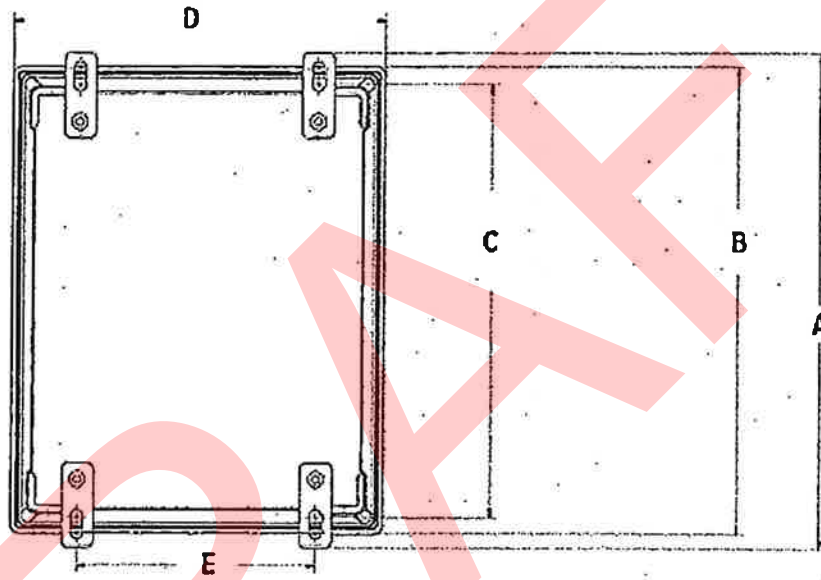
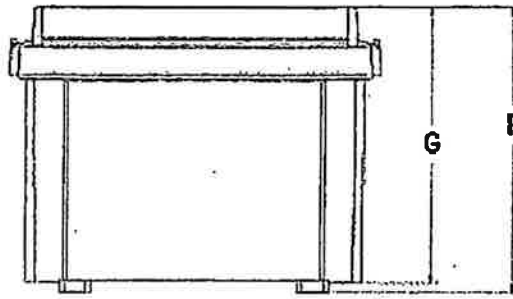
**Approvals:**

cFMus

## JB8SP TuffSeal Signal Trim Junction Box Dimensions







Enclosure			
A	12.13 in	E	9.32 in
B	11.45 in	F	5.98 in
C	11.38 in	G	6.95 in
D	10.59 in		

## Replacement Junction Boxes, Boards or Components Table

Model	Complete J-Box Replacement	Replacement Board Only	Replacement Cord Grips	Replacement Pressure & Condensation Vent	Desiccant Packs
JB4SS	88956	88958	58983-PG7 59001-PG11	88733 PreVent™ breather (vent) 88734 (vent nut)	92240
JB4ES	91779	89446	58983-PG7 59001-PG11	88733 PreVent™ breather (vent) 88734 (vent nut)	92240
JB4SP JB4SPT	91780 92762	88958 89894	58983-PG7 59001-PG11	88733 PreVent™ breather (vent) 88734 (vent nut)	16039
JB4EP JB4EPT	91781 92763	89446 89894	58983-PG7 59001-PG11	88733 PreVent™ breather (vent) 88734 (vent nut)	16039
EL204	73428	88958	N/A	N/A	N/A
JB8SP	91782 173807 - FM Approved	89889 172415 - FM Approved	15655 (cord grip) 15656 (nut)-3/8" NPT 15628 (cord grip) 15630 (nut)-1/2" SPT	88733 PreVent™ breather (vent) 88734 (vent nut)	16039
JB8SPT	91783	89889 (load cell) 89894 (transient protection)	15655 (cord grip) 15656 (nut)-3/8" NPT 15628 (cord grip) 15630 (nut)-1/2" SPT	88733 PreVent™ breather (vent) 88734 (vent nut)	16039
EL304A	21169	21301	N/A	N/A	N/A

JB1010	36231	36351	N/A	N/A	N/A
JB1010ST	68813	68811	N/A	N/A	N/A
EL210	91781, JB4EP*	92472	58983=PG7 59001=PG11	N/A	N/A
EL211A	91780, JB4SP* (The board does not have section trim capabilities)	92473 (The board does not have section trim capabilities)	58983=PG7 59001=PG11	N/A	N/A
EL604-AL	88956, JB4SS*	88958	58983=PG7 59001=PG11	N/A	N/A
EL604STA	88956, JB4SS*	88958	58983=PG7 59001=PG11	N/A	N/A
EL604ETA	91779, JB4ES*	89446	58983=PG7 59001=PG11	N/A	N/A
EL504	21165	21296	N/A	N/A	N/A
JB808S	91782, JB8SP*	92471	15655 (cord grip) 15656 (nut)=3/8" NPT 15628 (cord grip) 15630 (nut)=1/2" SPT	N/A	N/A
JB818ST	91783, JB8SPT*	Need (1) 77445, (1) 89889, (1) 89894	15655 (cord grip) 15656 (nut)=3/8" NPT 15628 (cord grip) 15630 (nut)=1/2" SPT	N/A	N/A

\*See catalog page for enclosure dimensions

## Parts

---

Part #	Description
91782	J-Box,JB8SP 8 Channel Signal Trim with Expansion, Polycarbonate Nema 4 FM
173807	J-Box,JB8SP-FM 8 Channel Signal Trim with Expansion FM Approved Polycarbonate Nema 4
89889	Board,8 Channel ST Signal Trim And Section Trim w/Expansion
172415	Board only, JB8SP-FM 8 Channel Signal and Sectional Trim with Expansion FM Approved
165273	Enclosure,JB8SP/SPT Only JB8SP/SPT Junction Box Enclosure W/O Cord Grips and filter. Incl Back plate, cover and gasket.

## Options

---

Part #	Description
92734	Assembly,Coupling & Cap Bonded, 1/2 in NPT Grip Cap To 92574 Coupling
92735	Assembly,Coupling & Cap Bonded, 3/8in NPT Cap To Coupling 92575
215178	Mounting Feet, New Style Mounting feet for new style JB4SP,JB4SPT,JB4EP,JB4EPT,JB8SP JB8SPT AND IQUBE enclosures. Set of 4 and includes 10-32 screws

## Replacement Parts

Part #	Description
89889	Board,8 Channel ST Signal Trim And Section Trim w/Expansion
89894	Board ASSY,Transient GDT Summing Box transient protection board
15655	Cord Grip,3/8 NPT Use Nut Pn 15656... Seal Ring Pn 178464
15656	Locknut,3/8 NPT Use Cord Grip Pn 15655... Seal Ring Pn 178464
15628	Cord Grip,1/2 NPT Black Clamping Range = 197 - 472
15630	Locknut,1/2 NPT Black
88733	Vent,Breather Sealed Goretex Membrane in black molded plastic chassis Gore IP69K rated
88734	Nut,Breather Vent molded plastic for PN-88733
16039	Desiccant,20g 1 Unit PKG Clay Tyvek Package Protects 42 Cu Ft
87961	Connector, 5 position Female w/screw terminals, polarized, iQUBE and JB8SP/JB8SPT load cell connector
23165	Terminal Block,7 Position FEM Pluggable Phoenix W Gold Plated Contacts

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# Slip Printer

- Full HTML rendering with CSS, JavaScript, etc.
- Operates in headless mode
- Supports all major browsers for layout rendering
- Page mode feature allows printing in whole or the fragment
- Compatible with binary, HTML5, JSON, etc. interactive formats
- Integrates with OpenJS PDF rendering command line interface
- Built-in support for PDF generation

To save even more counter space, pair the TM-U295 with one of Epson's Surell Trans transaction terminals. This combination not only offers a much smaller footprint than standard POS systems, it also lets you choose from a much broader range of business applications. You can leverage your existing investment in the software you currently own. Either way, you're assured that this printer will work for you today as well as tomorrow.

When you choose Epson's TM-U295, you can be sure you'll get unsurpassed performance and dependability. Because, like all Epson point-of-sale products, the TM-U295 meets Epson's world-renowned standards for quality and reliability.



# Epson TM-U295 Slip Printer

## Printer Specifications

<b>General</b>	Print method	7 pin, shuttle impact dot matrix
	Print font	
	Font	5 x 7/7 x 7
	Column capacity	35/42 columns
	Character size	1.6 x 2.9mm (W x H)/1.3 x 2.9mm (W x H), [0.063 x 0.114"/0.051 x 0.114"]
	Character set	95 Alphanumeric, 32 International, 128 x 3 Graphic
	Characters per inch	13.5 cpi/16.2 cpi

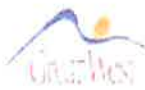
<b>Printer</b>	Interface	RS-232C, Bi-directional parallel
	Data buffer	512 bytes or 35 bytes
	Print speed	2.1 lps
	Paper dimensions	Slip: 80 to 182 x 69 to 257mm (W x L) (3.15 to 7.17 x 2.72 to 10.12")
	Paper thickness	0.09 to 0.35mm (0.0035 to 0.0137")
	Copy capability	One original and two copies
	Inked ribbon	ERC 27 (purple)
	Ribbon life	1,500,000 characters
	Power	2.4 VDC $\pm$ 10%
	Power consumption	Approx. 600mA (at 2.4 VDC)
	D & D function	2 drivers
	Reliability	
	MTBF	180,000 hours
	MCBF	7,000,000 lines
	Overall dimensions	180 x 190.5 x 101.5mm (W x D x H) (7.1" x 7.5" x 4.0")
	Mass	Approx. 1.6 kg (3.5 lbs)

<b>Control Board</b>	EMI standards	VCCI class A, FCC class A, CE marking
	Safety standards	UL/CSA C22.2 No. 950

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**EPSON**



## WORK CHANGE DIRECTIVE

TO CONTRACTOR: S&L Underground, Inc. WCD NO: 20

PROJECT: Bonner County Solid Waste Colburn Site Improvements PROJECT NO: 4-21115

OWNER: Bonner County

ENGINEER: Great West Engineering

The following additions, deletions, or revisions to the Work have been ordered and authorized:

### Description of Work:

Time and materials (T&M) associated with the ancillary work requested by the County. Namely, the installation of the large 8'x4' sign outside of the project area and the armoring of the electrical conduit that was damaged in the new WTB tunnel area.

### Reason for Change(s):

The County requested that the Contractor complete small tasks not originally included in the scope of the project.

### Attachments (List Supporting Documents):

- RFQ 020

It is understood that this Work Change Directive will not change the Contract Price or Times, but is evidence that the parties expect a proposal from the Contractor and Change Order to be subsequently issued reflecting any changes.

Ordered By:

Bob Howard  
(OWNER)

8/16/24  
Date

Recommended By: Travis Pyle, PE/Great West Engineering  
(ENGINEER)

8/15/2024  
Date

Accepted By:

[Signature]  
(CONTRACTOR)

8/15/24  
Date

## REQUEST FOR QUOTATION



QUOTATION NO. 20

TO S&L Underground, Inc.

DATE August 12<sup>th</sup>, 2024

FROM Great West Engineering/Bonner County

PROJECT Bonner County Solid Waste Colburn Site Improvements

KEYWORD DESCRIPTION Final Outstanding T&M

DATE QUOTATION REQUIRED August 19<sup>th</sup>, 2024

The following modification to the contract has been identified. Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described.

### To be completed by Initiator of Request:

#### 1. Scope of Work: (include list of attachments)

Please provide a quote for the time and materials (T&M) associated with the ancillary work requested by the County. Namely, the installation of the large 8 x 4 sign outside of the project area and the armoring of the electrical conduit that was damaged in the new WTB tunnel area.

#### 2. Reason(s) for Modification: ☒ Owner ☐ Unforeseen Conditions (site, abnormal weather, etc) ☐ Other

The County requested that the Contractor complete small tasks not originally included in the scope of the project.

#### 3. Approval of Request:

Owner

Travis Pyle

Date

8/12/24

Engineer

Travis Pyle, PE/Great West Engineering

Date

August 12<sup>th</sup>, 2024

### To be completed by Contractor:

4. Total cost of modification (attach detailed breakdown)

\$

3,000.00

5. Will a modification to the contract time be required?

☐ Yes

☒ No

If so, trade(s)

No. of personnel

Duration

(calendar days)

6. Attachment identification (list)

Final

7. Quotation is in effect until (date)

8. Approval of Quotation

Contractor

Date

# S & L Underground, Inc.

S & L Underground, Inc.  
66304 Hwy 2  
P.O. Box 1952  
Bonners Ferry, ID 83805  
208-267-7996 (Office)  
shem@slunder.com

Adam Raibley  
Great West Engineering  
3050 N Lake Harbor Lane Ste 201  
Boise, Idaho 83703  
208-874-4527

August 14, 2024

RE: Bonner County Solid Waste Colburn Facility Improvements- Sign Installation, Armoring Electrical Conduit in new Tunnel Area RFQ 20

Hello Adam,

I am submitting a quote for RFQ #20 on the Bonner County Solid Waste Colburn Facility Improvements project.

Mobilization.....	\$ 800.00
6x6 treated posts- 2 posts @ \$129.63 ea.....	\$ 259.26
2x4x16 treated posts - 3 posts @ 13.45/ea.....	\$ 40.35
4x8 plywood sheets - 2 sheets @ 36.40/ea.....	\$ 72.80
4000 psi concrete - 1 yd @ \$154.00/yd.....	\$ 154.00
3x4 angle - 12' angle @ \$75.00/ft.....	\$ 75.00
Vac Truck - 1 hour @ \$256.00/hr.....	\$ 256.00
Man basket - 1 day @ \$250.00/day.....	\$ 250.00
2 men - 3 hrs @ \$95.00/hr.....	\$ 570.00
Sub Total	\$2,477.41
15%	\$ 371.61
	\$2,849.02

Shannon Industrial Materials L.S.....	\$ 600.00
(armor electrical conduit that was damaged in the new WTB tunnel area) 5%	\$ 30.00
Sub Total	\$ 630.00

Sub Total	\$3,479.02
Bonds and Insurance	\$ 173.95
<b>TOTAL</b>	<b>\$3,652.97</b>

If you have any questions, please call me on my cell at (208) 699-1596.

Sincerely,  
Shem Johnson



## Bonner County Planning Department

*"Protecting property rights and enhancing property value"*

1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

Phone (208) 265-1458 - Fax (208) 265-1463

Email: [planning@bonnercountyid.gov](mailto:planning@bonnercountyid.gov) - Web site: [www.bonnercountyid.gov](http://www.bonnercountyid.gov)

August 20, 2024

# Memorandum

To: Board of County Commissioners

From: Jake Gabell, Bonner County Planning Director

Re: FY2023-2024 B Budget Fund Budget Adjustment

Idaho Code 31-1605 provides that the Board of County Commissioners may adjust the budget as adopted to reflect the receipt of unscheduled revenue, grants, or donations from federal, state or local governments or private sources, provided that there shall be no increase in anticipated property taxes.

The Planning Department has received unanticipated revenue in excess of the budget for FY2024 of \$31,800 for Vacation Rental Fee (00123-4423) and requests that additional funds in the amount of \$29,000 be added to the FY2024 budget. These funds will be used to pay for the short term rental software renewal cost of \$29,000. (See attached for object code details.)

Legal Review: n/a

Auditor's Review: \_\_\_\_\_

Distribution: Jake Gabell  
Jeannie Welter

(Recommendation)

Staff recommends the Board approve the request for additional fund to the FY2024 B budget in the amount of \$29,000.

**Suggested Motion:** I motion to approve this request for additional funds to the Planning Department FY2024 B Budget in the amount of \$29,000.

Recommendation Acceptance: ☐ Yes ☐ No

\_\_\_\_\_  
Commissioner Luke Omodt, Chairman

Date: \_\_\_\_\_

**RESOLUTION NO. 2024 - \_\_\_\_\_**  
**Planning Department**  
**Budget Adjustment - Unanticipated Revenues**

**WHEREAS**, Idaho Code Section 31-1605 provides that the Board of County Commissioners may adjust the budget as adopted to reflect the receipt of unscheduled revenue, grants, or donations from federal, state or local governments or private sources, provided that there shall be no increase in anticipated property taxes; and

**WHEREAS**, Bonner County Planning Department receives fees for building location permits; and

**WHEREAS**, the Planning Department has received unexpected additional revenue in the amount of \$31,800.00 from Vacation Rental Fee; and

**WHEREAS**, the Planning Department requests the additional revenue be placed in Planning Department FY2023 Budget B, \$29,000.00;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Bonner County, Idaho hereby orders the Clerk to schedule revenue in the Planning Department FY2024 Budget B \$29,000.00; this adjustment is due to the receipt of unanticipated Vacation Rental Fee revenue.

**Adopted** as a Resolution of the Board of Commissioners of Bonner County, Idaho the 27<sup>th</sup> day of August, 2024.

**BOARD OF BONNER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Luke Omodt, Chairman

\_\_\_\_\_  
Asia Williams, Commissioner

\_\_\_\_\_  
Steven Bradshaw, Commissioner

ATTEST: Michael W. Rosedale

By \_\_\_\_\_  
Deputy Clerk



Budget B  
Miscellaneous Expense  
00123-7860

29000

Total

29000

DRAFT



# BONNER COUNTY EMERGENCY MANAGEMENT

1500 Highway 2 Suite 101, Sandpoint, Idaho 83864  
Phone (208) 265-8867 Fax (208) 263-9084

August 27, 2024

## MEMORANDUM

Emergency  
Management  
Item #1

**To:** Commissioners

**From:** Bob Howard  
Director Emergency Management

**Re:** Contract for Hazardous Fuels Treatment

**Description:** The attached contract is between Bonner County and INW Land Management LLC to provide project work for the treatment and/or removal of hazardous wildland fuels at locations in compliance with specifications for the BONFire program.

There will be no County match as this contract will be funded from an (IDL) Idaho Department of Lands Grant.

I would recommend the Board of Commissioners accept and sign the Contract for Professional Services between Bonner County and INW Land Management LLC.

**Distribution:** Original to BOCC  
Copy to Bob Howard & Nick Zahler  
Copy to Auditor's Office

A suggested motion would be: **Based on the information before us I move to approve and sign the Contract for Hazardous Fuels Treatment between Bonner County and INW Land Management LLC for project work on the BONFire program funded by an Idaho Department of Lands Grant with no County match.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman

**CONTRACT FOR SERVICES**  
**Independent Contractor, Hazardous Fuels Treatment**

THIS CONTRACT is made by and between BONNER COUNTY (hereinafter referred to as "COUNTY") and INW Land Management, LLC (hereinafter referred to as "CONTRACTOR").

The Parties mutually agree as follows:

1. **REQUIRED SERVICES**

- A. CONTRACTOR shall perform the services specified in the Statement of Work contained in any particular Prescription as they are drafted by the Project Manager. CONTRACTOR shall bid for Prescriptions as they become available. If selected by the COUNTY to perform the services specified in a Prescription, that Prescription, with its attendant Statement of Work, shall be incorporated by reference into this CONTRACT.
- B. CONTRACTOR shall furnish all transportation, labor, tools, supplies, materials, supervision, and incidentals to perform the contract work as set forth in each Prescription. CONTRACTOR shall provide sufficient skill and experience to properly perform the work assigned to them. CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and local laws, codes, and regulations applicable to the performance of the work.
- C. Site maps and specific locations will be included in each Prescription. The Work Area objectives are to treat and/or remove hazardous wildland fuels to a level which will result in fires producing flame lengths of four feet or less. On private property, where structures exist, treatment will meet or exceed Forest Management and Health Guidance. On vacant lots, fuels will be treated by thinning, pruning, ladder fuel reduction, chipping, mowing, grinding, or slash will be utilized for firewood, chipped as potential hog fuel, or piled and burned as environmental and site conditions allow. Site specific standards will be identified by the Project Manager. A site-specific project description will be provided to the selected vendor for each project.

2. **OTHER PROVISIONS**

- A. **DAMAGE TO PHYSICAL IMPROVEMENTS.** CONTRACTOR shall exercise extreme care to prevent damage to all physical improvements (roads, fences, ditches, structures, etc.) on the contract area. As determined by the Project Manager, CONTRACTOR shall be held responsible for immediate repairs to damaged physical improvements. CONTRACTOR shall restore to the original condition, all water bars and

road barriers on skid trails and roads that have been damaged by Contractor's operations.

**B. INSPECTION OF SERVICES.** "Services" includes services performed, workmanship, and material furnished or utilized in the performance of services. The Project Manager shall provide and maintain an inspection system acceptable to the COUNTY covering the services under this contract. Complete records of all inspection work performed by the Project Manager shall be provided to the COUNTY. The COUNTY has the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The COUNTY shall perform inspections and in a manner that will not unduly delay the work. The COUNTY'S inspection(s) shall not relieve CONTRACTOR of responsibility for the proper performance of the work or for conditions, damages or injuries that arise from the work. If the original verification inspection results are unacceptable to the Contractor, a re-inspection may be requested. Requests for re-inspection must be made in writing within five days after receipt of initial inspection results.

**C. WET WEATHER AND WINTER OPERATIONS.** No vehicles will be permitted to operate off existing roads without prior approval of the landowner. During wet weather and/or winter operations, to protect soils from displacement and the spread of noxious weeds, all mechanized operations will occur on either frozen ground or in a manner to minimize soil erosion, rutting or displacement. On-site inspections by the Project Manager will establish specific standards for mechanized operations. During wet weather events, mechanized operations will be curtailed or halted and can only commence after the Project Manager approval. During periods of high fire danger, operation times may be curtailed or mitigation provided as per the Idaho Department of Lands fire prevention requirements.

3. **COMPENSATION FOR SERVICES.** The COUNTY, in full consideration of the services to be performed pursuant to any particular Prescription, agrees to pay CONTRACTOR the amount stated in said Prescription after the Project Manager has inspected and approved the work contained therein. In no event shall payment to CONTRACTOR exceed \$50,000.00 per Prescription regardless of applicable grant funding.

The Project Manager shall authorize CONTRACTOR to submit an invoice. When requesting payment, the invoice shall be numbered and dated and shall state the project order, landowner name, the name and address to which payment shall be made, the activities completed, and the dates of completion.

This CONTRACT is contingent upon the COUNTY receiving the necessary funding, including but not limited to grant funding and grant match funds, to cover the obligations of the COUNTY. In the event that such funding is

not received or appropriated, the COUNTY's obligation under the CONTRACT shall cease, and each party shall be released from further performance under the CONTRACT without any liability to the other party.

4. **CONFLICT OF INTEREST.** CONTRACTOR covenants that it has no interest and shall not acquire an interest directly or indirectly which will, in the determination of the COUNTY, conflict in any manner or degree with the performance of its services hereunder.
5. **NOTICES.** For the purposes of this agreement, including, without any limitation, all notices required or authorized herein shall be as follows:

For the COUNTY:  
Bonner County Board of County  
Commissioners 1500 Highway 2 STE 308  
Sandpoint, ID 83864  
Phone: (208) 265-1438  
Fax: (208) 265-1460

And

Bob Howard, Director  
Bonner County Emergency  
Management 1500 Highway 2 STE  
101  
Sandpoint, ID 83864  
Phone: (208) 265-8867  
E-mail:

em@bonnercountyid.gov

For the CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: Craig Williams  
ADDRESS: 25917 W Long Lake Rd, Ford WA 99013  
PHONE: 208-786-4149  
EMAIL CraigWilliams@INWLandManagement.net  
BUSINESS NAME: INW Land Management, LLC

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY from and against any damage, cost or liability,

including reasonable attorney's fees, arising from any or all injuries to persons or property or claims for money damages arising from acts or omissions of CONTRACTOR, CONTRACTOR's employees, agents and/or sub-consultants, however caused.

7. **INSURANCE.** CONTRACTOR agrees to obtain and keep in force during its acts under this CONTRACT a comprehensive general liability insurance policy in the minimum amount of one million dollars (\$1,000,000.00), which shall name and protect CONTRACTOR, all of CONTRACTOR's employees, the COUNTY, and the COUNTY's officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR's acts. If CONTRACTOR is excluded with regard to property damage due to fire, CONTRACTOR shall be required to purchase additional LOGGER's BROADFORM coverage, in which case the Certificate of Liability Insurance must contain a statement that it is "LOGGER'S BROADFORM" insurance or that "property damage due to fire is included in the current coverage." CONTRACTOR shall provide proof of liability coverage as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
8. **WORKERS' COMPENSATION.** CONTRACTOR shall maintain in full force and effect workers' compensation for any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such workers' compensation insurance is not required under the circumstances. CONTRACTOR shall provide proof of workers' compensation coverage, or proof that workers' compensation insurance is not required, as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
9. **INDEPENDENT CONTRACTOR.** The parties agree that CONTRACTOR is an independent contractor of the COUNTY and is in no way an employee or agent of the COUNTY and is not entitled to workers' compensation or any benefit of employment with the COUNTY. The COUNTY shall have no control over the performance of this CONTRACT by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The COUNTY shall have no responsibility for security or protection of CONTRACTOR's supplies or equipment.
10. **LIABILITY FOR TAXES AND MANDATORY INSURANCE CONTRIBUTIONS.** CONTRACTOR agrees to pay and be responsible for all federal, state and local taxes or contributions required under unemployment insurance, social security, workers compensation, or income tax laws with respect to CONTRACTOR's employees engaged in the performance of this CONTRACT. CONTRACTOR further agrees to indemnify and hold the COUNTY harmless from any liability or



responsibility for payment of any of the above- referenced taxes or contributions which may be owed to any governmental entity or insurance program.

11. **ATTORNEY FEES.** Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this CONTRACT or to interpret or enforce any rights under this CONTRACT.
12. **CIVIL RIGHTS ACT OF 1964.** CONTRACTOR shall abide by the provisions of Title VI of the Civil Rights Act of 1964, which states that no person may, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
13. **NONDISCRIMINATION.** CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap, or national origin.
14. **COMPLIANCE WITH LAWS.** At all times during the term of this CONTRACT, CONTRACTOR shall comply with all federal, state and local laws, rules, ordinances and regulations. CONTRACTOR will not be disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. **NON-ASSIGNABLE.** The parties mutually agree that the COUNTY has entered into this CONTRACT to secure the personal services of CONTRACTOR and, as such, this CONTRACT is not subject to transfer, assignment, or conveyance without the consent of the COUNTY. Consent must be obtained for each project and must be clearly illustrated on the Bid Evaluation.
15. **TERMINATION.** This CONTRACT may be terminated in whole or in part for the convenience of the COUNTY at the COUNTY's sole option. The COUNTY shall provide fair and reasonable payment for work completed.
16. **FAILURE TO PERFORM.** Upon any substantial failure to perform this CONTRACT by either party, or any other material breach of the terms of this CONTRACT, the non-breaching party shall be entitled to the following remedy:
  - A. Stop performing or accepting performance of the CONTRACT until the matter is resolved.
  - B. Where appropriate, obtain completion of the performance of the remaining balance of the CONTRACT from the breaching party. Upon discovery of the

alleged breach, the non-breaching party shall send to the breaching party, via mail, facsimile, e-mail, or other mutually acceptable delivery method, a written description of the alleged breach, and:

1. If the alleged breach can be cured, demand specific remedial action within a specified reasonable time; or
  2. If the alleged breach cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a specific time within which the alternative performance would be required; or
  3. If the alleged breach cannot be cured and no alternative performance is acceptable, notify the breaching party in writing of the termination of the CONTRACT as of a certain date, which shall be no less than thirty (30) days after the date of the notice, and state in the notification whether an action for breach of contract will be brought.
- C. If the defect is not corrected or alternative performance completed within the time specified, the non-breaching party may pursue any available legal remedy.
17. **CHOICE OF LAW, JURISDICTION AND VENUE.** This CONTRACT shall be governed by and interpreted under the laws of the State of Idaho. Jurisdiction and venue for any dispute arising under this CONTRACT shall be in the District Court of the First Judicial District, Bonner County, Idaho.
18. **SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, or phrase of this CONTRACT should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this CONTRACT, which shall remain in full force and effect; and to this end the provisions of this CONTRACT are hereby declared to be severable.

**IN WITNESS WHEREOF**, the COUNTY and the CONTRACTOR have executed this CONTRACT, effective as of the date of last signature below.

**BONNER COUNTY  
BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Luke Omodt, Chairman

By: \_\_\_\_\_  
Steven Bradshaw, Commissioner

By: \_\_\_\_\_  
Asia Williams, Commissioner

**ATTEST:**  
MIKE ROSEDALE, CLERK

By: \_\_\_\_\_  
Deputy Clerk

DATE: \_\_\_\_\_, 2024

**CONTRACTOR**

By: \_\_\_\_\_  
Craig Williams, Owner/Operator

Printed Name

DATE: <sup>4 June</sup>\_\_\_\_\_, 2024



## BONNER COUNTY EMERGENCY MANAGEMENT

1500 Highway 2 Suite 101, Sandpoint, Idaho 83864  
Phone (208) 265-8867 Fax (208) 263-9084

August 27, 2024

### MEMORANDUM

Emergency  
Management  
Item #2

**To:** Commissioners

**From:** Bob Howard  
Director Emergency Management

**Re:** Contract for Hazardous Fuels Treatment

**Description:** The attached contract is between Bonner County and Boundary Mulching and Excavation Inc. to provide project work for the treatment and/or removal of hazardous wildland fuels at locations in compliance with specifications for the BONFire program.

There will be no County match as this contract will be funded from an (IDL) Idaho Department of Lands Grant.

I would recommend the Board of Commissioners accept and sign the Contract for Professional Services between Bonner County and Boundary Mulching and Excavation Inc.

**Distribution:** Original to BOCC  
Copy to Bob Howard & Nick Zahler  
Copy to Auditor's Office

A suggested motion would be: **Based on the information before us I move to approve and sign the Contract for Hazardous Fuels Treatment between Bonner County and Boundary Mulching and Excavation Inc. for project work on the BONFire program funded by an Idaho Department of Lands Grant with no County match.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman

**CONTRACT FOR SERVICES**  
**Independent Contractor, Hazardous Fuels Treatment**

THIS CONTRACT is made by and between BONNER COUNTY (hereinafter referred to as "COUNTY") and Boundary Mulching & Excavation inc (hereinafter referred to as "CONTRACTOR").

The Parties mutually agree as follows:

**1. REQUIRED SERVICES**

- A. CONTRACTOR shall perform the services specified in the Statement of Work contained in any particular Prescription as they are drafted by the Project Manager. CONTRACTOR shall bid for Prescriptions as they become available. If selected by the COUNTY to perform the services specified in a Prescription, that Prescription, with its attendant Statement of Work, shall be incorporated by reference into this CONTRACT.
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**2. OTHER PROVISIONS**

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road barriers on skid trails and roads that have been damaged by Contractor's operations.

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This CONTRACT is contingent upon the COUNTY receiving the necessary funding, including but not limited to grant funding and grant match funds, to cover the obligations of the COUNTY. In the event that such funding is



not received or appropriated, the COUNTY's obligation under the CONTRACT shall cease, and each party shall be released from further performance under the CONTRACT without any liability to the other party.

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For the COUNTY:  
Bonner County Board of County  
Commissioners 1500 Highway 2 STE 308  
Sandpoint, ID 83864  
Phone: (208) 265-1438  
Fax: (208) 265-1460

And

Bob Howard, Director  
Bonner County Emergency  
Management 1500 Highway 2 STE  
101  
Sandpoint, ID 83864  
Phone: (208) 265-8867  
E-mail:

em@bonnercountyid.gov

For the CONTRACTOR:

Matt Quillin  
791 Deer Park rd Bonners Ferry ID 83805  
208-920-0274  
quillmatt19@yahoo.com  
Boundary Matching & Excavation Inc  
NAME:  
ADDRESS:  
PHONE:  
EMAIL  
BUSINESS NAME:

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY from and against any damage, cost or liability,

including reasonable attorney's fees, arising from any or all injuries to persons or property or claims for money damages arising from acts or omissions of CONTRACTOR, CONTRACTOR's employees, agents and/or sub-consultants, however caused.

7. **INSURANCE.** CONTRACTOR agrees to obtain and keep in force during its acts under this CONTRACT a comprehensive general liability insurance policy in the minimum amount of one million dollars (\$1,000,000.00), which shall name and protect CONTRACTOR, all of CONTRACTOR's employees, the COUNTY, and the COUNTY's officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR's acts. If CONTRACTOR is excluded with regard to property damage due to fire, CONTRACTOR shall be required to purchase additional LOGGER'S BROADFORM coverage, in which case the Certificate of Liability Insurance must contain a statement that it is "LOGGER'S BROADFORM" insurance or that "property damage due to fire is included in the current coverage." CONTRACTOR shall provide proof of liability coverage as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
8. **WORKERS' COMPENSATION.** CONTRACTOR shall maintain in full force and effect workers' compensation for any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such workers' compensation insurance is not required under the circumstances. CONTRACTOR shall provide proof of workers' compensation coverage, or proof that workers' compensation insurance is not required, as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
9. **INDEPENDENT CONTRACTOR.** The parties agree that CONTRACTOR is an independent contractor of the COUNTY and is in no way an employee or agent of the COUNTY and is not entitled to workers' compensation or any benefit of employment with the COUNTY. The COUNTY shall have no control over the performance of this CONTRACT by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The COUNTY shall have no responsibility for security or protection of CONTRACTOR's supplies or equipment.
10. **LIABILITY FOR TAXES AND MANDATORY INSURANCE CONTRIBUTIONS.** CONTRACTOR agrees to pay and be responsible for all federal, state and local taxes or contributions required under unemployment insurance, social security, workers compensation, or income tax laws with respect to CONTRACTOR's employees engaged in the performance of this CONTRACT. CONTRACTOR further agrees to indemnify and hold the COUNTY harmless from any liability or

responsibility for payment of any of the above- referenced taxes or contributions which may be owed to any governmental entity or insurance program.

11. **ATTORNEY FEES.** Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this CONTRACT or to interpret or enforce any rights under this CONTRACT.
12. **CIVIL RIGHTS ACT OF 1964.** CONTRACTOR shall abide by the provisions of Title VI of the Civil Rights Act of 1964, which states that no person may, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
13. **NONDISCRIMINATION.** CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap, or national origin.
14. **COMPLIANCE WITH LAWS.** At all times during the term of this CONTRACT, CONTRACTOR shall comply with all federal, state and local laws, rules, ordinances and regulations. CONTRACTOR will not be disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. **NON-ASSIGNABLE.** The parties mutually agree that the COUNTY has entered into this CONTRACT to secure the personal services of CONTRACTOR and, as such, this CONTRACT is not subject to transfer, assignment, or conveyance without the consent of the COUNTY. Consent must be obtained for each project and must be clearly illustrated on the Bid Evaluation.
15. **TERMINATION.** This CONTRACT may be terminated in whole or in part for the convenience of the COUNTY at the COUNTY's sole option. The COUNTY shall provide fair and reasonable payment for work completed.
16. **FAILURE TO PERFORM.** Upon any substantial failure to perform this CONTRACT by either party, or any other material breach of the terms of this CONTRACT, the non-breaching party shall be entitled to the following remedy:
  - A. Stop performing or accepting performance of the CONTRACT until the matter is resolved.
  - B. Where appropriate, obtain completion of the performance of the remaining balance of the CONTRACT from the breaching party. Upon discovery of the



alleged breach, the non-breaching party shall send to the breaching party, via mail, facsimile, e-mail, or other mutually acceptable delivery method, a written description of the alleged breach, and:

1. If the alleged breach can be cured, demand specific remedial action within a specified reasonable time; or
  2. If the alleged breach cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a specific time within which the alternative performance would be required; or
  3. If the alleged breach cannot be cured and no alternative performance is acceptable, notify the breaching party in writing of the termination of the CONTRACT as of a certain date, which shall be no less than thirty (30) days after the date of the notice, and state in the notification whether an action for breach of contract will be brought.
- C. If the defect is not corrected or alternative performance completed within the time specified, the non-breaching party may pursue any available legal remedy.
17. **CHOICE OF LAW, JURISDICTION AND VENUE.** This CONTRACT shall be governed by and interpreted under the laws of the State of Idaho. Jurisdiction and venue for any dispute arising under this CONTRACT shall be in the District Court of the First Judicial District, Bonner County, Idaho.
18. **SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, or phrase of this CONTRACT should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this CONTRACT, which shall remain in full force and effect; and to this end the provisions of this CONTRACT are hereby declared to be severable.

**IN WITNESS WHEREOF**, the COUNTY and the CONTRACTOR have executed this CONTRACT, effective as of the date of last signature below.

**BONNER COUNTY  
BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Luke Omodt, Chairman

By: \_\_\_\_\_  
Steven Bradshaw, Commissioner

By: \_\_\_\_\_  
Asia Williams, Commissioner

**ATTEST:**  
**MIKE ROSEDALE, CLERK**

By: \_\_\_\_\_  
Deputy Clerk

DATE: \_\_\_\_\_, 2024

**CONTRACTOR**

By: ~~Matt~~ \_\_\_\_\_

Boundary Mulching & Excavation inc

Printed Name Matt Quillin

DATE: 7 - 10, 2024



## BONNER COUNTY EMERGENCY MANAGEMENT

1500 Highway 2 Suite 101, Sandpoint, Idaho 83864  
Phone (208) 265-8867 Fax (208) 263-9084

August 27, 2024

### MEMORANDUM

Emergency  
Management  
Item #3

**To:** Commissioners

**From:** Bob Howard  
Director Emergency Management

**Re:** Contract for Hazardous Fuels Treatment

**Description:** The attached contract is between Bonner County and Grant's Trucking LLC to provide project work for the treatment and/or removal of hazardous wildland fuels at locations in compliance with specifications for the BONFire program.

There will be no County match as this contract will be funded from an (IDL) Idaho Department of Lands Grant.

I would recommend the Board of Commissioners accept and sign the Contract for Professional Services between Bonner County and Grant's Trucking LLC.

**Distribution:** Original to BOCC  
Copy to Bob Howard & Nick Zahler  
Copy to Auditor's Office

A suggested motion would be: **Based on the information before us I move to approve and sign the Contract for Hazardous Fuels Treatment between Bonner County and Grant's Trucking LLC for project work on the BONFire program funded by an Idaho Department of Lands Grant with no County match.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman



**CONTRACT FOR SERVICES**  
**Independent Contractor, Hazardous Fuels Treatment**

THIS CONTRACT is made by and between BONNER COUNTY (hereinafter referred to as "COUNTY") and Grant Timothy Ahlers / Grant's Trucking LLC (hereinafter referred to as "CONTRACTOR").

The Parties mutually agree as follows:

**1. REQUIRED SERVICES**

- A. CONTRACTOR shall perform the services specified in the Statement of Work contained in any particular Prescription as they are drafted by the Project Manager. CONTRACTOR shall bid for Prescriptions as they become available. If selected by the COUNTY to perform the services specified in a Prescription, that Prescription, with its attendant Statement of Work, shall be incorporated by reference into this CONTRACT.
- B. CONTRACTOR shall furnish all transportation, labor, tools, supplies, materials, supervision, and incidentals to perform the contract work as set forth in each Prescription. CONTRACTOR shall provide sufficient skill and experience to properly perform the work assigned to them. CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and local laws, codes, and regulations applicable to the performance of the work.
- C. Site maps and specific locations will be included in each Prescription. The Work Area objectives are to treat and/or remove hazardous wildland fuels to a level which will result in fires producing flame lengths of four feet or less. On private property, where structures exist, treatment will meet or exceed Forest Management and Health Guidance. On vacant lots, fuels will be treated by thinning, pruning, ladder fuel reduction, chipping, mowing, grinding, or slash will be utilized for firewood, chipped as potential hog fuel, or piled and burned as environmental and site conditions allow. Site specific standards will be identified by the Project Manager. A site-specific project description will be provided to the selected vendor for each project.

**2. OTHER PROVISIONS**

- A. **DAMAGE TO PHYSICAL IMPROVEMENTS.** CONTRACTOR shall exercise extreme care to prevent damage to all physical improvements (roads, fences, ditches, structures, etc.) on the contract area. As determined by the Project Manager, CONTRACTOR shall be held responsible for immediate repairs to damaged physical improvements. CONTRACTOR shall restore to the original condition, all water bars and

road barriers on skid trails and roads that have been damaged by Contractor's operations.

**B. INSPECTION OF SERVICES.** "Services" includes services performed, workmanship, and material furnished or utilized in the performance of services. The Project Manager shall provide and maintain an inspection system acceptable to the COUNTY covering the services under this contract. Complete records of all inspection work performed by the Project Manager shall be provided to the COUNTY. The COUNTY has the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The COUNTY shall perform inspections and in a manner that will not unduly delay the work. The COUNTY'S inspection(s) shall not relieve CONTRACTOR of responsibility for the proper performance of the work or for conditions, damages or injuries that arise from the work. If the original verification inspection results are unacceptable to the Contractor, a re-inspection may be requested. Requests for re-inspection must be made in writing within five days after receipt of initial inspection results.

**C. WET WEATHER AND WINTER OPERATIONS.** No vehicles will be permitted to operate off existing roads without prior approval of the landowner. During wet weather and/or winter operations, to protect soils from displacement and the spread of noxious weeds, all mechanized operations will occur on either frozen ground or in a manner to minimize soil erosion, rutting or displacement. On-site inspections by the Project Manager will establish specific standards for mechanized operations. During wet weather events, mechanized operations will be curtailed or halted and can only commence after the Project Manager approval. During periods of high fire danger, operation times may be curtailed or mitigation provided as per the Idaho Department of Lands fire prevention requirements.

3. **COMPENSATION FOR SERVICES.** The COUNTY, in full consideration of the services to be performed pursuant to any particular Prescription, agrees to pay CONTRACTOR the amount stated in said Prescription after the Project Manager has inspected and approved the work contained therein. In no event shall payment to CONTRACTOR exceed \$50,000.00 per Prescription regardless of applicable grant funding.

The Project Manager shall authorize CONTRACTOR to submit an invoice. When requesting payment, the invoice shall be numbered and dated and shall state the project order, landowner name, the name and address to which payment shall be made, the activities completed, and the dates of completion.

This CONTRACT is contingent upon the COUNTY receiving the necessary funding, including but not limited to grant funding and grant match funds, to cover the obligations of the COUNTY. In the event that such funding is

not received or appropriated, the COUNTY's obligation under the CONTRACT shall cease, and each party shall be released from further performance under the CONTRACT without any liability to the other party.

4. **CONFLICT OF INTEREST.** CONTRACTOR covenants that it has no interest and shall not acquire an interest directly or indirectly which will, in the determination of the COUNTY, conflict in any manner or degree with the performance of its services hereunder.
5. **NOTICES.** For the purposes of this agreement, including, without any limitation, all notices required or authorized herein shall be as follows:

For the COUNTY:  
Bonner County Board of County  
Commissioners 1500 Highway 2 STE 308  
Sandpoint, ID 83864  
Phone: (208) 265-1438  
Fax: (208) 265-1460

And

Bob Howard, Director  
Bonner County Emergency  
Management 1500 Highway 2 STE  
101  
Sandpoint, ID 83864  
Phone: (208) 265-8867  
E-mail:

em@bonnercountyid.gov

For the CONTRACTOR:

Grant Timothy Ahlers  
246 Ahlers Rd. Priest River, Idaho, 83856  
208-290-7482  
grantahlers437@gmail.com  
Grant's Trucking LLC.

NAME:

ADDRESS:

PHONE:

EMAIL

BUSINESS NAME:

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY from and against any damage, cost or liability,

including reasonable attorney's fees, arising from any or all injuries to persons or property or claims for money damages arising from acts or omissions of CONTRACTOR, CONTRACTOR's employees, agents and/or sub-consultants, however caused.

7. **INSURANCE.** CONTRACTOR agrees to obtain and keep in force during its acts under this CONTRACT a comprehensive general liability insurance policy in the minimum amount of one million dollars (\$1,000,000.00), which shall name and protect CONTRACTOR, all of CONTRACTOR's employees, the COUNTY, and the COUNTY's officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR's acts. If CONTRACTOR is excluded with regard to property damage due to fire, CONTRACTOR shall be required to purchase additional LOGGER's BROADFORM coverage, in which case the Certificate of Liability Insurance must contain a statement that it is "LOGGER'S BROADFORM" insurance or that "property damage due to fire is included in the current coverage." CONTRACTOR shall provide proof of liability coverage as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
8. **WORKERS' COMPENSATION.** CONTRACTOR shall maintain in full force and effect workers' compensation for any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such workers' compensation insurance is not required under the circumstances. CONTRACTOR shall provide proof of workers' compensation coverage, or proof that workers' compensation insurance is not required, as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
9. **INDEPENDENT CONTRACTOR.** The parties agree that CONTRACTOR is an independent contractor of the COUNTY and is in no way an employee or agent of the COUNTY and is not entitled to workers' compensation or any benefit of employment with the COUNTY. The COUNTY shall have no control over the performance of this CONTRACT by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The COUNTY shall have no responsibility for security or protection of CONTRACTOR's supplies or equipment.
10. **LIABILITY FOR TAXES AND MANDATORY INSURANCE CONTRIBUTIONS.** CONTRACTOR agrees to pay and be responsible for all federal, state and local taxes or contributions required under unemployment insurance, social security, workers compensation, or income tax laws with respect to CONTRACTOR's employees engaged in the performance of this CONTRACT. CONTRACTOR further agrees to indemnify and hold the COUNTY harmless from any liability or

responsibility for payment of any of the above- referenced taxes or contributions which may be owed to any governmental entity or insurance program.

11. **ATTORNEY FEES.** Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this CONTRACT or to interpret or enforce any rights under this CONTRACT.
12. **CIVIL RIGHTS ACT OF 1964.** CONTRACTOR shall abide by the provisions of Title VI of the Civil Rights Act of 1964, which states that no person may, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
13. **NONDISCRIMINATION.** CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap, or national origin.
14. **COMPLIANCE WITH LAWS.** At all times during the term of this CONTRACT, CONTRACTOR shall comply with all federal, state and local laws, rules, ordinances and regulations. CONTRACTOR will not be disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. **NON-ASSIGNABLE.** The parties mutually agree that the COUNTY has entered into this CONTRACT to secure the personal services of CONTRACTOR and, as such, this CONTRACT is not subject to transfer, assignment, or conveyance without the consent of the COUNTY. Consent must be obtained for each project and must be clearly illustrated on the Bid Evaluation.
15. **TERMINATION.** This CONTRACT may be terminated in whole or in part for the convenience of the COUNTY at the COUNTY's sole option. The COUNTY shall provide fair and reasonable payment for work completed.
16. **FAILURE TO PERFORM.** Upon any substantial failure to perform this CONTRACT by either party, or any other material breach of the terms of this CONTRACT, the non-breaching party shall be entitled to the following remedy:
  - A. Stop performing or accepting performance of the CONTRACT until the matter is resolved.
  - B. Where appropriate, obtain completion of the performance of the remaining balance of the CONTRACT from the breaching party. Upon discovery of the



alleged breach, the non-breaching party shall send to the breaching party, via mail, facsimile, e-mail, or other mutually acceptable delivery method, a written description of the alleged breach, and:

1. If the alleged breach can be cured, demand specific remedial action within a specified reasonable time; or
2. If the alleged breach cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a specific time within which the alternative performance would be required; or
3. If the alleged breach cannot be cured and no alternative performance is acceptable, notify the breaching party in writing of the termination of the CONTRACT as of a certain date, which shall be no less than thirty (30) days after the date of the notice, and state in the notification whether an action for breach of contract will be brought.

C. If the defect is not corrected or alternative performance completed within the time specified, the non-breaching party may pursue any available legal remedy.

17. **CHOICE OF LAW, JURISDICTION AND VENUE.** This CONTRACT shall be governed by and interpreted under the laws of the State of Idaho. Jurisdiction and venue for any dispute arising under this CONTRACT shall be in the District Court of the First Judicial District, Bonner County, Idaho.

18. **SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, or phrase of this CONTRACT should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this CONTRACT, which shall remain in full force and effect; and to this end the provisions of this CONTRACT are hereby declared to be severable.



**IN WITNESS WHEREOF**, the COUNTY and the CONTRACTOR have executed this CONTRACT, effective as of the date of last signature below.

**BONNER COUNTY  
BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Luke Omodt, Chairman

By: \_\_\_\_\_  
Steven Bradshaw, Commissioner

By: \_\_\_\_\_  
Asia Williams, Commissioner

**ATTEST:**  
MIKE ROSEDALE, CLERK

By: \_\_\_\_\_  
Deputy Clerk

DATE: \_\_\_\_\_, 2024

**CONTRACTOR**

By: Grant Ahlers  
Grant's Trucking LLC.

Printed Name Grant Timothy Ahlers

DATE: August 4<sup>th</sup>, 2024



# BONNER COUNTY EMERGENCY MANAGEMENT

1500 Highway 2 Suite 101, Sandpoint, Idaho 83864  
Phone (208) 265-8867 Fax (208) 263-9084

August 27, 2024

## MEMORANDUM

Emergency  
Management  
Item #4

**To:** Commissioners

**From:** Bob Howard  
Director Emergency Management

**Re:** Contract for Hazardous Fuels Treatment

**Description:** The attached contract is between Bonner County and Vig's LLC to provide project work for the treatment and/or removal of hazardous wildland fuels at locations in compliance with specifications for the BONFire program.

There will be no County match as this contract will be funded from an (IDL) Idaho Department of Lands Grant.

I would recommend the Board of Commissioners accept and sign the Contract for Professional Services between Bonner County and Vig's LLC.

**Distribution:** Original to BOCC  
Copy to Bob Howard & Nick Zahler  
Copy to Auditor's Office

A suggested motion would be: **Based on the information before us I move to approve and sign the Contract for Hazardous Fuels Treatment between Bonner County and Vig's LLC for project work on the BONFire program funded by an Idaho Department of Lands Grant with no County match.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman

**CONTRACT FOR SERVICES**  
**Independent Contractor, Hazardous Fuels Treatment**

THIS CONTRACT is made by and between BONNER COUNTY (hereinafter referred to as "COUNTY") and Larry Vig, Vigs LLC (hereinafter referred to as "CONTRACTOR").

The Parties mutually agree as follows:

1. **REQUIRED SERVICES**

- A. CONTRACTOR shall perform the services specified in the Statement of Work contained in any particular Prescription as they are drafted by the Project Manager. CONTRACTOR shall bid for Prescriptions as they become available. If selected by the COUNTY to perform the services specified in a Prescription, that Prescription, with its attendant Statement of Work, shall be incorporated by reference into this CONTRACT.
- B. CONTRACTOR shall furnish all transportation, labor, tools, supplies, materials, supervision, and incidentals to perform the contract work as set forth in each Prescription. CONTRACTOR shall provide sufficient skill and experience to properly perform the work assigned to them. CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and local laws, codes, and regulations applicable to the performance of the work.
- C. Site maps and specific locations will be included in each Prescription. The Work Area objectives are to treat and/or remove hazardous wildland fuels to a level which will result in fires producing flame lengths of four feet or less. On private property, where structures exist, treatment will meet or exceed Forest Management and Health Guidance. On vacant lots, fuels will be treated by thinning, pruning, ladder fuel reduction, chipping, mowing, grinding, or slash will be utilized for firewood, chipped as potential hog fuel, or piled and burned as environmental and site conditions allow. Site specific standards will be identified by the Project Manager. A site-specific project description will be provided to the selected vendor for each project.

2. **OTHER PROVISIONS**

- A. **DAMAGE TO PHYSICAL IMPROVEMENTS.** CONTRACTOR shall exercise extreme care to prevent damage to all physical improvements (roads, fences, ditches, structures, etc.) on the contract area. As determined by the Project Manager, CONTRACTOR shall be held responsible for immediate repairs to damaged physical improvements. CONTRACTOR shall restore to the original condition, all water bars and

road barriers on skid trails and roads that have been damaged by Contractor's operations.

**B. INSPECTION OF SERVICES.** "Services" includes services performed, workmanship, and material furnished or utilized in the performance of services. The Project Manager shall provide and maintain an inspection system acceptable to the COUNTY covering the services under this contract. Complete records of all inspection work performed by the Project Manager shall be provided to the COUNTY. The COUNTY has the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The COUNTY shall perform inspections and in a manner that will not unduly delay the work. The COUNTY'S inspection(s) shall not relieve CONTRACTOR of responsibility for the proper performance of the work or for conditions, damages or injuries that arise from the work. If the original verification inspection results are unacceptable to the Contractor, a re-inspection may be requested. Requests for re-inspection must be made in writing within five days after receipt of initial inspection results.

**C. WET WEATHER AND WINTER OPERATIONS.** No vehicles will be permitted to operate off existing roads without prior approval of the landowner. During wet weather and/or winter operations, to protect soils from displacement and the spread of noxious weeds, all mechanized operations will occur on either frozen ground or in a manner to minimize soil erosion, rutting or displacement. On-site inspections by the Project Manager will establish specific standards for mechanized operations. During wet weather events, mechanized operations will be curtailed or halted and can only commence after the Project Manager approval. During periods of high fire danger, operation times may be curtailed or mitigation provided as per the Idaho Department of Lands fire prevention requirements.

3. **COMPENSATION FOR SERVICES.** The COUNTY, in full consideration of the services to be performed pursuant to any particular Prescription, agrees to pay CONTRACTOR the amount stated in said Prescription after the Project Manager has inspected and approved the work contained therein. In no event shall payment to CONTRACTOR exceed \$50,000.00 per Prescription regardless of applicable grant funding.

The Project Manager shall authorize CONTRACTOR to submit an invoice. When requesting payment, the invoice shall be numbered and dated and shall state the project order, landowner name, the name and address to which payment shall be made, the activities completed, and the dates of completion.

This CONTRACT is contingent upon the COUNTY receiving the necessary funding, including but not limited to grant funding and grant match funds, to cover the obligations of the COUNTY. In the event that such funding is

not received or appropriated, the COUNTY's obligation under the CONTRACT shall cease, and each party shall be released from further performance under the CONTRACT without any liability to the other party.

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5. **NOTICES.** For the purposes of this agreement, including, without any limitation, all notices required or authorized herein shall be as follows:

For the COUNTY:  
Bonner County Board of County  
Commissioners 1500 Highway 2 STE 308  
Sandpoint, ID 83864  
Phone: (208) 265-1438  
Fax: (208) 265-1460

And

Bob Howard, Director  
Bonner County Emergency  
Management 1500 Highway 2 STE  
101  
Sandpoint, ID 83864  
Phone: (208) 265-8867  
E-mail:

em@bonnercountyid.gov

For the CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: Larry Vig  
ADDRESS: 8827 Newcastle Ln, Hayden, ID 83835  
PHONE: 208-660-6160  
EMAIL vigslc@gmail.com  
BUSINESS NAME: Vigs LLC

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY from and against any damage, cost or liability,

including reasonable attorney's fees, arising from any or all injuries to persons or property or claims for money damages arising from acts or omissions of CONTRACTOR, CONTRACTOR's employees, agents and/or sub-consultants, however caused.

7. **INSURANCE.** CONTRACTOR agrees to obtain and keep in force during its acts under this CONTRACT a comprehensive general liability insurance policy in the minimum amount of one million dollars (\$1,000,000.00), which shall name and protect CONTRACTOR, all of CONTRACTOR's employees, the COUNTY, and the COUNTY's officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR's acts. If CONTRACTOR is excluded with regard to property damage due to fire, CONTRACTOR shall be required to purchase additional LOGGER's BROADFORM coverage, in which case the Certificate of Liability Insurance must contain a statement that it is "LOGGER'S BROADFORM" insurance or that "property damage due to fire is included in the current coverage." CONTRACTOR shall provide proof of liability coverage as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
8. **WORKERS' COMPENSATION.** CONTRACTOR shall maintain in full force and effect workers' compensation for any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such workers' compensation insurance is not required under the circumstances. CONTRACTOR shall provide proof of workers' compensation coverage, or proof that workers' compensation insurance is not required, as set forth above to the COUNTY prior to commencing its performance as herein provided and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
9. **INDEPENDENT CONTRACTOR.** The parties agree that CONTRACTOR is an independent contractor of the COUNTY and is in no way an employee or agent of the COUNTY and is not entitled to workers' compensation or any benefit of employment with the COUNTY. The COUNTY shall have no control over the performance of this CONTRACT by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The COUNTY shall have no responsibility for security or protection of CONTRACTOR's supplies or equipment.
10. **LIABILITY FOR TAXES AND MANDATORY INSURANCE CONTRIBUTIONS.** CONTRACTOR agrees to pay and be responsible for all federal, state and local taxes or contributions required under unemployment insurance, social security, workers compensation, or income tax laws with respect to CONTRACTOR's employees engaged in the performance of this CONTRACT. CONTRACTOR further agrees to indemnify and hold the COUNTY harmless from any liability or



responsibility for payment of any of the above- referenced taxes or contributions which may be owed to any governmental entity or insurance program.

11. **ATTORNEY FEES.** Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this CONTRACT or to interpret or enforce any rights under this CONTRACT.
12. **CIVIL RIGHTS ACT OF 1964.** CONTRACTOR shall abide by the provisions of Title VI of the Civil Rights Act of 1964, which states that no person may, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
13. **NONDISCRIMINATION.** CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap, or national origin.
14. **COMPLIANCE WITH LAWS.** At all times during the term of this CONTRACT, CONTRACTOR shall comply with all federal, state and local laws, rules, ordinances and regulations. CONTRACTOR will not be disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. **NON-ASSIGNABLE.** The parties mutually agree that the COUNTY has entered into this CONTRACT to secure the personal services of CONTRACTOR and, as such, this CONTRACT is not subject to transfer, assignment, or conveyance without the consent of the COUNTY. Consent must be obtained for each project and must be clearly illustrated on the Bid Evaluation.
15. **TERMINATION.** This CONTRACT may be terminated in whole or in part for the convenience of the COUNTY at the COUNTY's sole option. The COUNTY shall provide fair and reasonable payment for work completed.
16. **FAILURE TO PERFORM.** Upon any substantial failure to perform this CONTRACT by either party, or any other material breach of the terms of this CONTRACT, the non-breaching party shall be entitled to the following remedy:
  - A. Stop performing or accepting performance of the CONTRACT until the matter is resolved.
  - B. Where appropriate, obtain completion of the performance of the remaining balance of the CONTRACT from the breaching party. Upon discovery of the

alleged breach, the non-breaching party shall send to the breaching party, via mail, facsimile, e-mail, or other mutually acceptable delivery method, a written description of the alleged breach, and:

1. If the alleged breach can be cured, demand specific remedial action within a specified reasonable time; or
  2. If the alleged breach cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a specific time within which the alternative performance would be required; or
  3. If the alleged breach cannot be cured and no alternative performance is acceptable, notify the breaching party in writing of the termination of the CONTRACT as of a certain date, which shall be no less than thirty (30) days after the date of the notice, and state in the notification whether an action for breach of contract will be brought.
- C. If the defect is not corrected or alternative performance completed within the time specified, the non-breaching party may pursue any available legal remedy.
17. **CHOICE OF LAW, JURISDICTION AND VENUE.** This CONTRACT shall be governed by and interpreted under the laws of the State of Idaho. Jurisdiction and venue for any dispute arising under this CONTRACT shall be in the District Court of the First Judicial District, Bonner County, Idaho.
18. **SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, or phrase of this CONTRACT should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this CONTRACT, which shall remain in full force and effect; and to this end the provisions of this CONTRACT are hereby declared to be severable.

**IN WITNESS WHEREOF**, the COUNTY and the CONTRACTOR have executed this CONTRACT, effective as of the date of last signature below.

**BONNER COUNTY  
BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Luke Omodt, Chairman

By: \_\_\_\_\_  
Steven Bradshaw, Commissioner

By: \_\_\_\_\_  
Asia Williams, Commissioner

**ATTEST:**  
MIKE ROSEDALE, CLERK

By: \_\_\_\_\_  
Deputy Clerk

DATE: \_\_\_\_\_, 2024

**CONTRACTOR**

By: \_\_\_\_\_  
Cassandra Rzepa, c/o Larry Vig

Digitally signed by  
RZEPA.CASSANDRA  
A.KIM.1152438083  
Date: 2024.06.04 13:17:05 -07'00'

Printed Name

DATE: 4 June, 2024



# Bonner County Sheriff's Office

4001 N Boyer Road • Sandpoint, ID 83864 • Phone: (208) 263-8417

August 27, 2024

## Memorandum

To: Commissioners

From: Sheriff Daryl Wheeler

Re: Kootenai Tribe of Idaho Inmate Housing Agreement

The Kootenai Tribe of Idaho is entering into an agreement with Bonner County Sheriff's Office to house their male and female inmates at the Bonner County detention facility in accordance with Idaho Code Title 20 and rules and regulations of the Idaho Jail Standards. The Tribe will reimburse Bonner County ninety (\$90) dollars per day for each inmate housed in the detention facility. This agreement will be in effect from the date of execution of all parties until November 30, 2025, and may be terminated by either party with at least thirty (30) days' notice.

This has been approved by:  
Legal [Signature]

Distribution: Original to be sent to the Sheriff's Office  
Copy to Prosecutor's Office

A suggested motion would be: **Mr. Chairman, based on the information before us, I move to approve the Adult Detention Agreement between the Kootenai Tribe of Idaho and Bonner County to house male and female inmates at the Bonner County detention facility. The Tribe will reimburse Bonner County \$90 per day per inmate with the agreement being effective from date of execution until November 30, 2025.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman

**ADULT DETENTION AGREEMENT BETWEEN THE KOOTENAI  
TRIBE OF IDAHO AND BONNER COUNTY, IDAHO**

This Agreement is hereby made and executed, by and between Bonner County (hereinafter "County"), a political subdivision of the State of Idaho, whose current address is 1500 Highway 2, Suite 308, Sandpoint, Idaho 83864, and the Kootenai Tribe of Idaho (hereinafter "Tribe"), a federally recognized Indian Tribal government whose current address is P.O. Box 1269, Bonners Ferry, Idaho 83805, as follows:

WHEREAS, County is authorized by law to provide adult detention services and accommodations for adults pursuant to the provisions of Title 20, Chapter 6, of the Idaho Code; and

WHEREAS, the Tribe carries out provisions of a Self-Governance Compact between the Tribe and the Bureau of Indian Affairs, including law enforcement functions, services, programs and activities;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, it is hereby agreed:

1. County will allow male and female adult offenders (hereinafter "Inmates"), under the jurisdiction or control of the Tribe to be housed at the Facility, and will treat all such inmates in the same manner as the other inmates housed at the Facility and in accordance with Idaho Code Title 20 and the rules and regulations of the Idaho Jail Standards.
2. Prior notification shall be made by the Tribe by contacting Facility they are in route with an Inmate. No Inmates transported to the Facility will be admitted without a Pre-Booking Sheet being properly completed.
3. Inmates who are in custody, and require temporary detention, may be housed at Facility pending a hearing. The Tribe will be responsible for assuming custody of and transporting the Inmate to and from the Facility for any and all hearings or court dates.
4. The Tribe will be responsible for providing all needed information requested by the Facility's administrative staff. The Tribe (including the Bureau of Indian Affairs and Indian Health Service as required by federal law) will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the Facility or its staff, such as, but not limited to, medical care or testing for conditions not directly related to the inmate's detention at the Facility. It is expressly understood that all inmates shall be delivered to the Facility at the Tribe's expense and that the Tribe assumes all responsibility for the inmates under its jurisdiction and control until said inmates are detained within the confines of the Facility and that all inmates shall be delivered by the Tribe to the doors of the Facility.
5. The Tribe agrees to pay County the sum of ninety United States dollars (US \$90.00) per day for each inmate housed in the Facility under this Agreement. A "day" will be

defined as any period of time during which an inmate eats one or more regularly scheduled meals or occupies a bed or holding cell for any portion of a twenty-four-hour period.

6. County reserves the right to refuse admittance of any inmate under the jurisdiction of the Tribe when such admittance would unduly burden the Facility or create disadvantage for inmates under the jurisdiction of County. The Administrator of the Facility may also refuse admission, or at any time order the removal of, any inmate whose presence, or continued presence, would be unduly detrimental to the welfare of such inmates or of any inmates in the Facility, or the general operation of the Facility. Said right of refusal shall include, but not be limited to, situations involving Tribal inmates:
  - a. Who are not accompanied by complete and proper documentation to the Facility; or
  - b. Who have medical conditions or injuries requiring immediate medical needs; or
  - c. Who are in such an emotional or distraught state as to be a risk to themselves, other inmates at the Facility, or to County employees at the Facility.
7. All Tribal inmates will be assessed using intake criteria. If the inmate does not meet the criteria for intake into the Facility, County reserves the right to refuse admittance of any inmate.
8. County agrees to certify to the Tribe at the end of each calendar month the name of each inmate placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. The Tribe shall submit payment to the County within thirty (30) days of receipt of such certification. For this purpose, County agrees to maintain a current registry of inmates which shall be open to inspection by authorized representatives of the Tribe or its attorney at all reasonable times.
9. Neither County nor the Tribe shall discriminate as to inmates placed or cared for because of race, color, creed, or national origin.
10. Either party may terminate this Agreement by giving the other party written notice, postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.
11. The Tribe agrees to hold harmless and indemnify County from any and all liability, loss or damage, excluding that arising from gross negligence or intentional acts of County employees that County may suffer arising out of or in connection with the detention of any inmates pursuant to the Agreement. To the extent not covered by the Federal Tort Claims Act, the Tribe further agrees to defend against any claims, demands, action or suits brought against County arising out of or in connection with the detention of any inmates pursuant to the Agreement, excluding those claims that are agreed by the parties



or proven in a court of law, to have been caused by the gross negligence or intentional acts of County employees or the general conditions of the Facility.

12. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, as well as any county, state and federal regulations pertaining to inmates' records made as a result of said Inmates' detention under this Agreement.
13. Effective Date hereof shall mean the period immediately following execution of this Agreement by all parties.
14. This Agreement shall be effective from the Effective Date until November 30, 2025. In the event that this Agreement is not timely renewed and Tribal Inmates are currently incarcerated, its terms and provisions shall continue and services shall continue to be provided until the Tribe or the County provides notice of its cancellation. It is agreed that the County shall be reimbursed at the original Agreement rate until such time as a new Agreement has been executed. At that time, the Tribe shall retroactively reimburse County at the new rate, if a higher rate has taken effect.
15. If either party is required to enforce a breach of this Agreement, with or without suit, the non-breaching party shall be entitled to recover against the breaching party all reasonable attorneys' fees and costs so incurred.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Kootenai Tribe of Idaho

\_\_\_\_\_  
Jennifer Porter, Tribal Chair

Attest:

\_\_\_\_\_

BONNER COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
LUKE OMODT, Chairman

\_\_\_\_\_  
STEVE BRADSHAW, Commissioner

\_\_\_\_\_  
ASIA WILLIAMS, Commissioner

ATTEST:

MICHAEL ROSEDALE, CLERK

By: \_\_\_\_\_  
DEPUTY CLERK

BONNER COUNTY SHERIFF

\_\_\_\_\_  
DARYL WHEELER, Sheriff



## BONNER COUNTY FACILITIES DEPARTMENT

1500 Highway 2, Suite 101 • Sandpoint, Idaho 83864-1303  
Phone (208) 255-5681 • Fax 844-965-9700 • [www.bonnercountyid.gov](http://www.bonnercountyid.gov)

August 21, 2024

Facilities  
Item #1

### Memorandum

To: Commissioners

From: Teddi Lupton, Director of Public Works

Re: Western States Skid steer and snowblower attachment

The Facilities Department is seeking approval for the purchase of a 2024 262D3 Skid Steer and 2023 85" SR321 Snow Blower attachment from Western States. The cost of the 2024 Skid Steer is \$67,997.50 and the 2023 snow blower attachment is \$11,750.00. Both items, which total \$79,747.50 will be paid out of 00118-9480 (capitol construction). This equipment is necessary for the removal of snow at the EMS Station 1/Office Complex. These funds were budgeted for construction of the DMV in suite 101 of the Administration building.

Auditor Review                       
Legal Review                     

Distribution: Original to BOCC  
Email copy to Teddi Lupton

**A suggested motion would be:** Mr. Chairman, based on the information before us I move to approve the purchase of the 2024 262D3 Skid Steer and the 2023 85" Snow Blower for Western States for the amount of \$79,747.50.

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman



Hayden  
10780 N Highway 95 Hayden, ID 83835  
208.762.6690

**SOLD TO:**  
Bonner County - Road & Bridge  
1500 Highway 2  
Ste 101 Attn: Claire  
Sandpoint, ID 83864-1794

**SHIP TO:**  
Office  
1500 Highway 2  
Ste 101 Attn: Claire  
Sandpoint, ID 83864-1794

**SALES AGREEMENT**  
AGREEMENT: Q000363274-1  
AGREEMENT DATE: 4/16/2024  
AGREEMENT EXPIRES: 5/15/2024  
WAREHOUSE: Hayden Machine Sales  
CUSTOMER NO.: 1048230  
CUSTOMER PO:  
SALESMAN: James D Jordan  
  
James.Jordan@wseco.com

ITEM DESCRIPTION	PRICE
2024 Caterpillar 262D3 S/N: TBD ID:E0140435	\$67,997.50
<ul style="list-style-type: none"><li>● Caterpillar 80" GP BKT .62CYD SSL S/N: A4242BK22253 ID: E0141676</li><li>● Delivery Freight</li><li>● EMS Basic</li><li>● New Warranty - 24 mo 2,000 hrs - PREMIER</li></ul>	

Notes	Before Tax Balance	\$67,997.50
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$67,997.50

<b>Western States Equipment</b>	<b>Bonner County - Road &amp; Bridge</b>
Order Received by _____	Approved and Accepted by _____
Title Salesman _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

*Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.*  
*Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.*



## SALES AGREEMENT

NO.: Q000363274-1

### EQUIPMENT DETAILS

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262D3 262D3

5889091 CAB PACKAGE, ULTRA

3566082 REAR LIGHTS

6411758 PRODUCT LINK, CELLULAR PL243

5123741 INSTRUCTIONS, ANSI, USA

3455148 COUNTERWEIGHT,MACHINE,EXTERNAL

2520346 TIRES, 12X16.5 CAT 14PR XD

5565899 RIDE CONTROL

4218926 SERIALIZED TECHNICAL MEDIA KIT

0P2266 SHIPPING/STORAGE PROTECTION

0P0096 SKID STEER LOADER WORK TOOLS

5124262 262D3 SKID STEER LOADER

5685603 BATTERY,EXTRA HEAVY DUTY, DISC

5426995 SEAT BELT, 3"

5631163 CERTIFICATION ARR, P65

3453556 HEATER, ENGINE COOLANT, 120V

4359238 FILM, SELF LEVEL, ANSI

5398060 DOOR, CAB, GLASS

4223445 FILM, RIDE CONTROL, ANSI

0P9003 LANE 3 ORDER

0P0226 PACKING, ROLL ON - ROLL OFF

2795377 BUCKET-GP, 80", BOCE



Hayden  
10780 N Highway 95 Hayden, ID 83835  
208.762.6690

**SOLD TO:**  
Bonner County - Road & Bridge  
1500 Highway 2  
Ste 101 Attn: Claire  
Sandpoint, ID 83864-1794

**SHIP TO:**  
Office  
1500 Highway 2  
Ste 101 Attn: Claire  
Sandpoint, ID 83864-1794

**SALES AGREEMENT**

AGREEMENT: Q000363425-1  
AGREEMENT DATE: 4/16/2024  
AGREEMENT EXPIRES: 5/16/2024  
WAREHOUSE: Hayden Machine Sales  
CUSTOMER NO.: 1048230  
CUSTOMER PO:  
SALESMAN: James D Jordan

James.Jordan@wseco.com

ITEM DESCRIPTION	PRICE
Caterpillar SNOW BLOWER SR321, 85" HF SSL S/N: KZB00681 YEAR: 2023 ID: E0137044	\$11,750.00
Caterpillar 48" P Forks SSL S/N: A423ACC20699 YEAR: 2023 ID: E0137502	<del>\$1,175.00</del>

Notes	Before Tax Balance	\$12,925.00
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	<del>\$12,925.00</del>

Western States Equipment	Bonner County - Road & Bridge
Order Received by _____	Approved and Accepted by _____
Title Salesman _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

**Trade Ins:** All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
**Warranty:** By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.





## SALES AGREEMENT

NO.: Q000363425-1

### EQUIPMENT DETAILS

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WT-SSL WT-SSL  
5464504 SNOW BLOWER, SR321,  
3531697 CARRIAGE, 46", FORKS, 48", SSL

0P0096  
0P0096 SKID STEER LOADER WORK TOOLS

DRAFT



## BONNER COUNTY FACILITIES DEPARTMENT

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Phone (208) 255-5681 • Fax 844-965-9700 • [www.bonnercountyd.gov](http://www.bonnercountyd.gov)

August 27, 2024

Facilities  
Item #1

### Memorandum

To: Commissioners

From: Teddi Lupton, Director of Public Works

Re: Western States Skid steer Lease/own option

The Facilities Department is seeking approval to proceed with the lease/buy option of a 2024 262D3 Skid Steer from Western States. The lease agreement would be an annual payment of \$15,587.32 for 5 years with a payment of \$1.00 in the sixth year for ownership. With this option the cost of the Skid Steer would be \$77,937.60, \$9,540.10 of that amount would be finance charges. This lease does not include the purchase of the 2023 snow blower attachment that would be needed additionally.

Auditor Review \_\_\_\_\_

Distribution: Original to BOCC  
Email copy to Teddi Lupton

**A suggested motion would be:** Mr. Chairman, based on the information before us I move to approve the lease to own of the 2024 262D3 Skid Steer for 5 annual payments of \$15,587.32 And the final payment of \$1.00 for ownership.

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Luke Omodt, Chairman

# Amortization Schedule

*Handwritten signature*

Quote Number  
Customer  
Model  
Serial Number

4734452  
BONNER COUNTY-ROAD & BRIDGE  
262D3 Skid Steer Loader  
TP402997

Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest	Interest Rate	Principal	Ending Balance
1	68,397.50	68,397.50 0.00	15,587.32	0.00	0.00	6.99%	15,587.32	52,810.18
total		68,397.50	15,587.32	0.00	0.00		15,587.32	
2	52,810.18	0.00	15,587.32	0.00	3,691.43	6.99%	11,895.89	40,914.29
total		0.00	15,587.32	0.00	3,691.43		11,895.89	
3	40,914.29	0.00	15,587.32	0.00	2,859.91	6.99%	12,727.41	28,186.88
total		0.00	15,587.32	0.00	2,859.91		12,727.41	
4	28,186.88	0.00	15,587.32	0.00	1,970.26	6.99%	13,617.06	14,569.82
total		0.00	15,587.32	0.00	1,970.26		13,617.06	
5	14,569.82	0.00	15,587.32	0.00	1,018.43	6.99%	14,568.89	0.93
total		0.00	15,587.32	0.00	1,018.43		14,568.89	
6	0.93	0.00	1.00	0.00	0.07	6.99%	0.93	0.00
total		0.00	1.00	0.00	0.07		0.93	
total		68,397.50	77,937.60	0.00	9,540.10		68,397.50	

Ending Balance not equal to early buy out amount.

## Finance Proposal

Name: BONNER COUNTY-ROAD &amp; BRIDGE

CUSTOMER

Address

City

State

Good if:

Acknowledged by

Funded by

Sep-4-2024

Sep-4-2024

WESTERN STATES EQUIPMENT COMPANY H510

DEALER

Sales person

Jordan H510, James

Dealer contact

Telephone

Quote number

Fax Number

4734452

Quote Date

05-Aug-24

Quote Time

04:37:35 PM

## FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type

Governmental Lease

Number of Payments

6 Annual

Payments

in Advance

Quoted By

Jennifer Krasselt H510

Report Created By

Jennifer Krasselt H510

	<u>Model</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Sale Price</u>	<u>Amount Financed</u>	<u>Payment</u>	<u>Balloon</u>	<u>Fixed Rate</u>
New	262D3	500	1	67,997.50	68,397.50	See Amort. Schedule	1.00	6.9900%

Special Conditions:  
262D3

Serial Number - TP402997, Model Year - 2024, Standard Environment;  
Major Attachments-Air Conditioning, Cab, Tires; Blades/Buckets/Rippers-General Purpose Bucket;  
Manual Configuration and Work Tools;

Payment Structure - Asset

5 Annual payment(s) 15,587.32

1 Stub payment(s) 1.00

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	262D3	1,329.77	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

## CONDITIONS

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
2120 West End Avenue, Nashville, TN 37203  
(615)-341-1000

provide you a proposal for this transaction.

Proposed by:

Caterpillar Financial Services Corporation

Acknowledged by:

BONNER COUNTY ROAD & BRIDGE

Date

DRAFT