



Bonner County
Board of Commissioners

Steve Bradshaw

Asia Williams

Ron Korn

January 21, 2025

CONSENT
AGENDA

MEMORANDUM

To: Bonner County Commissioners

Adopting the Order of the Agenda as Presented

A suggested Motion would be: Based on the information before us, I move to Adopt the Order of the Agenda as presented.

Consent Agenda

The Consent Agenda Includes:

- 1) Bonner County Commissioners' Minutes January 14, 2025
- 2) Liquor License(s): Marigold Bistro, Sandpoint
- 3) Plat(s) for Approval: MLD0037-24, Even-Steven First Addition; MLD0054-24, Conces Acres
- 4) Invoice(s) Over \$5k: Risk (2, Northwest Autobody); Technology (2, Confidential)

A suggested Motion would be: Based on the information before us, I move to approve the Consent Agenda as presented.

Recommendation Acceptance: ☐ Yes ☐ No

Asia Williams, Chair

Date



Bonner County

Board of Commissioners

Brian Domke

Asia Williams

Ron Korn

MINUTES FOR THE BONNER COUNTY BOARD OF COMMISSIONERS' MEETING

January 14, 2025 – 9:00 AM

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

On Tuesday, January 14, 2025, the Bonner County Commissioners met for their regularly scheduled meeting. Commissioners Domke, Williams, and Korn were present. Commissioner Williams called the meeting to order at 9:00 a.m. The Invocation was presented by Chris Bassett and the Pledge of Allegiance followed.

ADOPT THE ORDER OF AGENDA AS PRESENTED

Commissioner Korn made a motion to adopt the Order of the Agenda as presented. Commissioner Domke seconded the motion. Roll Call Vote: Commissioner Williams – Yes; Commissioner Korn – Yes; Commissioner Domke – Yes. The motion carries.

CONSENT AGENDA – Action Item

- 1) Bonner County Commissioners' Minutes January 7, 2025
- 2) Liquor License(s): Surf Shack, Blanchard
- 3) Catering Permits: The Falls Inn. Priest Lake (2)
- 4) Invoice(s) Over \$5k: Emergency Management (AED Purchase with a Grant); Solid Waste (2, Boss Plows (2), Mag Chloride); Sheriff (2, ILETs, Confidential)

Commissioner Domke made a motion to adopt the Consent Agenda as presented. Commissioner Korn seconded the motion. Roll Call Vote: Commissioner Korn – Yes; Commissioner Domke – Yes; Commissioner Williams – Yes. The motion carries.

CLERK – Jessica Stephany

- 1) Action Item: Discussion/Decision Regarding FY25 Claims Batch #15, **Totaling \$1,503,754.04**

Commissioner Korn made a motion to approve payment of the FY25 Claims in Batch #15, totaling \$1,503,754.04. Commissioner Domke seconded the motion.

PUBLIC COMMENT:

- Kevin Moore – Questions about Avista and the grader for R&B

Roll Call Vote: Commissioner Domke – Yes; Commissioner Williams – Yes; Commissioner Korn – Yes. The motion carries.

EMERGENCY MANAGEMENT – Cameron La Combe

- 1) Action Item: Discussion/Decision Regarding 2024 EMPG Award

Commissioner Domke made a motion to approve the 2024 EMPG award from the Idaho Office of Emergency Management award number 24EMPG017 in the amount of \$29,881.32 with a county

match of \$29,881.32 for Bonner County Emergency Management. Commissioner Korn seconded the motion.

PUBLIC COMMENT:

- Dian Welle – Commented on AEDs being placed in government buildings
- Wayne Martin – Where will these AEDs be placed; can the Edgemere Grange be on a list to receive an AED in the future
- Sandpoint Mayor Jeremy Grimm – In regard to Emergency Management, the City of Sandpoint provides water distribution outside of city limits, not the entity who provides occupancy for new structures, fire districts etc. need to ensure that occupancy is approved appropriately and based on emergency services
- Kevin Moore – How many AEDs and how much

Roll Call Vote: Commissioner Williams – Yes; Commissioner Korn – Yes; Commissioner Domke – Yes. The motion carries.

2) Action Item: Discussion/Decision Regarding 2024 EMPG Award; **Resolution**

Commissioner Korn made a motion to approve **Resolution #2025-03** to authorize the Director of Emergency Management to manage, prepare, sign, and submit reports for the 2024 Emergency Management Performance Grant, award number 24EMPG017 in the amount of \$29,881.32 with a county match of \$29,881.32. Commissioner Domke seconded the motion. Roll Call Vote: Commissioner Korn – Yes; Commissioner Domke – Yes; Commissioner Williams – Yes. The motion carries.

PARKS & WATERWAYS – Matt Zoeller

1) Action Item: Discussion/Decision Regarding Vehicle Transfer; **Resolution**

Commissioner Korn made a motion move that Bonner County approve **Resolution #2025-04** authorizing the transfer of a 1990 Ford F150 Pickup-Vin #1FTEF14N0LPA40946 and a 2007 Ford F150 Pickup – Vin #1FTRX14W27FB87739 from Bonner County Surplus to Bonner County Parks and Waterways. Commissioner Domke and seconded the motion to advance for discussion.

PUBLIC COMMENT:

- Jason Topp – The mechanic for P&W is very trained and if he says the vehicles are safe, they are safe
- Kevin Moore – Questioned the mechanics employed by the County; mentioned request to purchase a different vehicle
- Amy Lunsford – Wanted clarification on snowmobile sticker fees, these are necessary to maintain the County's side of the contract, do her paid fees stay in Bonner County
- Michael Williams – How many gallons of fuel will be transported
- Doug Paterson – How many miles are on these vehicles, with maintenance concerns the mileage should be available
- Dian Welle – It is pleasant to see a functioning board that is fiscally conservative and safety conscious
- Jennifer Cramer – How do vehicles currently get fueled, why are these trucks in surplus currently, it sounds like a good idea for these to go to MP

Roll Call Vote: Commissioner Domke – No; Commissioner Williams – No; Commissioner Korn – Yes. The motion fails.

Commissioner Williams stepped down from the chair and made a motion to table this until the next business meeting. There was no second, the motion fails.

JUSTICE SERVICES – Ron Stultz

1) Action Item: Discussion/Decision Regarding Records Destruction, **Resolution**

Commissioner Korn made a motion to approve: **Resolution #2025-04** ordering the destruction of Bonner County Juvenile Detention facility “temporary records”, as described above, held by the Bonner County Juvenile Detention Center, pursuant to Idaho Code Section 31-871(c), as approved by

legal. Commissioner Domke seconded the motion. Roll Call Vote: Commissioner Williams – Yes; Commissioner Korn – Yes; Commissioner Domke – Yes. The motion carries.

2) Action Item: Discussion/Decision Regarding Records Destruction, **Resolution**

Commissioner Domke made a motion to approve: **Resolution #2025-05** ordering the destruction of Bonner County Juvenile Detention facility “permanent records”, as described above, held by the Bonner County Juvenile Detention Center for the years 2011-2014, pursuant to Idaho Code Section 31-871(c), as approved by legal. Commissioner Korn seconded the motion. Roll Call Vote: Commissioner Korn – Yes; Commissioner Domke – Yes; Commissioner Williams – Yes. The motion carries.

3) Action Item: Discussion/Decision Regarding Records Destruction, **Resolution**

Commissioner Korn made a motion to approve **Resolution #2025-06** ordering the destruction of Bonner County Juvenile Detention facility “temporary records”, as described above, held by the Bonner County Juvenile Detention Center for the years 2020-2022, pursuant to Idaho Code Section 31-871(c), as approved by legal. Commissioner Domke seconded the motion.

PUBLIC COMMENT:

- Jim Leighty – Question on the grievance portion of this request

Roll Call Vote: Commissioner Domke – Yes; Commissioner Williams – Yes; Commissioner Korn – Yes. The motion carries.

AIRPORT – Dave Schuck

1) Action Item: Discussion/Decision Regarding Lease Assignment, Priest River

Commissioner Domke made a motion to approve this lease assignment for Lot 2 at Priest River Airport and that the Chairman sign administratively. Commissioner Korn seconded the motion. Roll Call Vote: Commissioner Williams – Yes; Commissioner Korn – Yes; Commissioner Domke – Yes. The motion carries.

ROAD & BRIDGE – Jason Topp

1) Action Item: Discussion/Decision Regarding 2025 Road Restrictions; **Resolution**

Commissioner Korn made a motion to approve **Resolution #2025-07** that authorizes the Road and Bridge Department to post Road Restrictions (size, weight and hauling limits) on County roads for 2025. Commissioner Domke seconded the motion.

PUBLIC COMMENT:

- Kevin Moore – Asked if the frost laws were state or county
- Fred Arn – Who enforces this

Roll Call Vote: Commissioner Korn – Yes; Commissioner Domke – Yes; Commissioner Williams – Yes. The motion carries.

PLANNING – Jake Gabell

1) Action Item: Discussion/Decision Regarding Time Extension Request, File S0006-22

Commissioner Domke made a motion to approve a time extension of Golden Tee Estates 12th, file S0006-22, to January 23, 2027. Commissioner Korn seconded the motion. Roll Call Vote: Commissioner Domke – Yes; Commissioner Williams – Yes; Commissioner Korn – Yes. The motion carries.

HUMAN RESOURCES WEEKLY REPORT *No report provided*

RISK MANAGEMENT MONTHLY INSURANCE UPDATE

- 1) Discussion Regarding Claims: Workers’ Compensation, Property, General Liability, and Auto
- 2) Discussion Regarding Tort Budget: Insurance Liability and Insurance Deductible
- 3) Discussion Regarding Insurance Renewals

PUBLIC COMMENT:

- Sandpoint Mayor, Jeremy Grimm – Discussed the City’s MOD rate decrease; active training with employees is critical, any collaboration with the City and County for training is welcome
- Kevin Moore – Discussed the number of claims, are these payments the \$91k total, hoping for a more general amount provided
- Dave Bowman – Commented about Northside Fire training with Sandpoint Fire

DISTRICT 2 COMMISSIONER DISTRICT DISCUSSION

- 1) Commissioner Chat Review: Summary of the completed chat with information on upcoming chat guests
- 2) Ongoing Issues/Concerns Updates
- 3) Litigation
- 4) Workshops Pending
- 5) Discussion Regarding Open Board/Commission Positions: Which boards have openings, also tracking of positions that will become open within 6 months’ time
- 6) Questions from the Public
 - Amy Lunsford – Starting the new EMS board, are they in charge of EMS employees, similar to the Fair Board; in the future would the fair employees be under the BOCC

DISTRICT 3 COMMISSIONER REPORT

- 1) Summarization of Meetings During the Week
- 2) Community Events Attended During the Week

PUBLIC COMMENT*

- Amy Lunsford – Asked about the Civil Defense group, wanted clarification on this group and an Emergency Management group, questions on funding
- Theresa Hiesener – Commented about PHD meeting regarding rain studies and funding, trying to ban geoengineering in Idaho; thinks that Commissioner Korn’s program is great but not the use of County employees/resources
- Sandpoint Mayor, Jeremy Grimm – Very supportive of Commissioner Korn’s group, working on something like this in the city, would love to coordinate with the County
- Kristina Nicholas Anderson – Welcomed Commissioner Domke; questions on the brochures Amy brought forward, is this a duplication of services, questioned use of county resources
- Assessor Dennis Engelhardt – Hears that this group is valuable, should come before the board and have a hold harmless agreement
- * * - Wanted to thank Ron for starting this program, not everything needs to be centralized
- Kristine Logue – Hopes this board goes well, welcomed Commissioner Domke; some of her concerns have been voiced by others, should be open to all areas, why not use community centers, are there answers on EMS
- Dan Welle – Doesn’t understand how people don’t understand the liability of this group
- Jennifer Cramer – Hopes for a great term for Commissioner Domke; commented on the group started by Commissioner Korn if it is going to be an employee group and the liability
- Jim Leighty – There is confusion between these groups, who is in charge and are both active
- Dave Bowman – Commented on Mayor Grimm’s earlier comments and Northside Fire
- Kevin Moore – Commented on the group Commissioner Korn is working on and the time it takes for emergency response to arrive and his concerns about people abusing their authority
- Mike Williams – Commented on issues caused by MLDs, especially for fire departments
- Dian Welle – In favor of the training proposed by Ron’s group but against it without the legalities and risk, this is nothing like Asia’s chats
- Merlin Glass – Encourage the board to familiarize themselves with the upcoming levies for the May ballot, they need to be advocates for these, commented on water and fire suppression

- Sandpoint Mayor, Jeremy Grimm –
 - Some others may have taken his comments out of context
 - City Council will be meeting tomorrow regarding an appeal of a denial of water permits; denied due to how this would affect fire suppression flow
 - Discussed the peak flow/deficiency of fire flow during fire season
 - It has become apparent that the city is not issuing occupancy permits outside of city limits and the deficiencies in the current system need to be looked at before signing off on occupancy permits
 - Water outside of the city limits being provided is going to be evaluated, especially in light of the situation in CA currently
 - Not obligated to provide water outside of city limits
 - This is going to be priority this year for the city
- Discussion followed regarding the potential impact of this and the growth of the county including discussion on the city's jurisdiction and future time extension requests for planning files

Adjourned at 11:47 a.m.

Clerk: *Alisa Schoeffel*

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 January 7, 2025 – January 13, 2025. Copies of the complete meeting minutes are available upon request.

On Wednesday, January 8, 2024, Tax Cancellations were held pursuant to Idaho Code § 74-204(2).

On Wednesday, January 8, 2024, a Planning Hearing was held pursuant to Idaho Code § 74-204(2).

On Thursday, January 9, 2025, a Planning Update was held pursuant to Idaho Code § 74-204(2).

On Monday, January 13, 2025, newly elected officials were Sworn into Office

On Monday, January 13, 2025, an Elected Officials & Department Heads Meeting was held pursuant to Idaho Code § 74-204(2).

ATTEST: Michael W. Rosedale

By _____
Commissioner Asia Williams, Chair

By: _____
Deputy Clerk

Date

2025

BONNER COUNTY
STATE OF IDAHO

No. 2025-149

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT NW RESTAURANT VENTURES LLC
doing business as MARIGOLD BISTRO
at 414 CHURCH ST, SANDPOINT, ID 83864
a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of
said County, on file in the office of the Clerk of the Board at the Bonner County Courthouse, Sandpoint, Idaho.

Dated: 01/10/2025

Bottled/canned beer, Consumed off premise	\$0.00
Bottled/canned beer, Consumed on premise	\$0.00
Draft beer, Includes draft, bottled, and/or canned	\$100.00
Wine by the glass	\$100.00
Wine by the bottle	\$25.00
Liquor	\$0.00
Application Fee	\$5.00
Total	\$230.00

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 12/31/2025.
Witness my hand and seal this 21st of January, 2025.

Chairman

Commissioner

Commissioner

(SEAL)

Bry: Bridgette Centorbi
Clerk of the Board of County Commissioners



Bonner County Recorder
Michael W. Rosedale - County Clerk
1500 Highway 2
Suite 335
Sandpoint, ID 83864
Phone: (208) 265-1490
Fax: (208) 255-7849

FOR OFFICE USE ONLY

Premise No. 7B-43120
State Lic No. 43120
Issue Date: 01/10/2025
County No. 2025-148 149
Total Fees: \$230.00
Deputy Initials: bcentorbi

Retail Alcohol Beverage License Application

You must provide a copy of your newly issued State of Idaho Retail Alcohol Beverage License

1. Application Type

- ☐ Renewal
☐ Seasonal (month open _____.)
☒ New (complete page 2)
☐ Transfer (complete page 2)
(include transfer fee of \$20.00)

2. Type of Business

- ☐ Individual
☐ Partnership
☐ Corporation
☒ LLC
☐ LLP

3. Location of Facility

- ☐ Inside city limits
☐ Outside city limits

4. License Type

- ☐ Bottled/canned beer (retail only)
☐ Bottled/canned beer
☒ Draft beer
☒ Wine by the glass
☒ Wine by the bottle
☐ Liquor
☒ Application Fee
Total Fees

Consumed off premise
Consumed on or off premise
Includes draft, bottled, and/or canned

County Fee

\$ 0.00
\$ 0.00
\$ 100.00
\$ 100.00
\$ 25.00
\$ 0.00
\$ 5.00
\$ \$230.00

**FOR OFFICE
USE ONLY**

Prorated Fee

(If applicable)

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

5. Applicant Information

Doing Business As: MARIGOLD BISTRO
Business Phone Number: (208) 263-9514
Business Physical Address: 414 CHURCH ST
City: SANDPOINT State: ID Zip Code: 83864

6. Business Information

Business Name: NW RESTAURANT VENTURES LLC
Primary Contact Name: CASSANDRA CAYSON
Primary Contact Phone Number: (212) 920-4457
Mailing Address: 1708 OAK ST
City: SANDPOINT State: ID Zip Code: 83864
Email Address: _____

Please indicate address to send future correspondence: ☐ Business Physical Address ☒ Mailing Address ☐ Email

APPLICANT'S SIGNATURE:

Signer must be authorized to sign for documents pertaining to the Alcohol Beverage Control.

APPROVED: _____ DATE: _____
Board of County Commissioners

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@bonnercountyid.gov - Web site: www.bonnercountyid.gov



Board of County Commissioners Memorandum

January 9th, 2025

To: Board of County Commissioners

From: Kyle Snider, Bonner County Planner

Subject: Final plat, MLD0037-24 – Even-Steven First Addition

The above referenced plat is a minor land division dividing one (1) 0.136-acre lot and one 0.149-acre lot to create one (1) 0.12-acre lot, one (1) 0.05-acre lot, one (1) 0.04-acre lot and one (1) 0.06-acre lot. The property is zoned Alpine Village (AV) and meets the requirements of that zone. The property is served by Schweitzer Utility Company for water and sewer services and Avista Utilities. The property is accessed off Basin Express Court, an Independent Highway District owned and maintained road. The parcel is located in a portion of Section 20, Township 58 North, Range 02 West, Boise Meridian, Idaho. The plat was approved by Bonner County on August 20th, 2024.

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

Distribution: Jake Gabell
Janna Brown
Kyle Snider

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

Consent Agenda

Recommendation Acceptance: ☐ Yes ☐ No

Commissioner Asia Williams, Chairwoman

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@bonnercountyid.gov - Web site: www.bonnercountyid.gov



Board of County Commissioners Memorandum

January 13, 2025

To: Board of County Commissioners

From: Kyle Snider, Bonner County Planner

Subject: Final plat, MLD0054-24 – Conces Acres

The above referenced plat is a minor land division dividing one (1) 10.96-acre parcel into one (1) 5.00-acre lot and one (1) 3.615-acre lot. The property is zoned Rural 5 (R-5) and meets the requirements of that zone. The property is served by individual septic systems, individual wells, and Northern Lights, Inc. The property is accessed off Homestead Road, a Bonner County owned public right-of-way, and Berry Patch Loop, a privately owned road; both privately maintained. The parcel is located in a portion of Section 32, Township 54 North, Range 03 West, Boise Meridian, Idaho. The plat was approved by Bonner County on November 18th, 2024.

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

Distribution: Jake Gabell
Janna Brown
Kyle Snider

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

Consent Agenda

Recommendation Acceptance: ☐ Yes ☐ No

Commissioner Asia Williams, Chairwoman

Date: _____



Risk Management Bonner County

January 21, 2025

RISK Management
Consent Agenda Item
1

MEMORANDUM


To: Commissioners

From: Risk Management

Re: Pay invoices over \$5000: Northwest Autobody repair bill for \$9096.93 for claim 202412040884, BCSO vs tree.

Description:

Request for approval to pay repair bill to Northwest Autobody for claim # 202412040884.

Auditing Review: 

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review:

The Sheriff office complied with the Bonner County Risk Policy, so 100% reimbursement is recommended by Risk.

Legal Review:

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: Original to Risk
Copy to Auditing

A suggested motion would be: **Based on the information before us I move to approve payment to Northwest Autobody for claim 202412040884, invoice #RO 9677**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Asia Williams, Chairwoman

NORTHWEST AUTO BODY PONDERAY

"Committed to Excellence"

1202 Triangle Drive, PONDERAY, ID 83852

Phone: (208) 265-9999

Workfile ID: 948e20e5

PartsShare: 8hflm7

Federal ID: 82-0508218

Final Bill**RO Number: 9677**

Customer:
Bonner County Sheriff
4001 N. Boyer
Sandpoint, ID 83864
(208) 946-6715

Insurance:

Adjuster:

Estimator:

Eric Donenfeld

Phone:

Create Date:

12/5/2024

Claim:

Loss Date:

Deductible:

2023 CHEV Silverado 1500 LT Crew Cab 147" WB 4WD w/1LT Pkg 4D SHORT 8-5.3L Gasoline Direct Injection

VIN: 3GCUDD7PG140884

Interior Color:

Mileage In:

Vehicle Out: 1/6/2025

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT BUMPER						
2	E01	Remove/Install	R&I bumper assy				0.0	Body	
3	E01	Remove/Install	Bumper cover				1.4	Body	
4	E01	Remove/Install	Push bar				4.0	Body	
5	S01	Remove/Replace	RT Guide	1	20.45	OEM	0.2	Body	
6	E01		GRILLE						
7	E01	Remove/Install	Grille gold bowtie				0.4	Body	
8	E01		FRONT LAMPS						
9	E01	Remove/Install	RT Headlamp assy				0.5	Body	
10	E01	Remove/Replace	Aim headlamps			OEM	0.5	Body	
11	E01		FENDER						
12	E01	Repair	RT Fender w/o ZR2				3.0	Body	2.2
13	E01		Add for Clear Coat						0.9
14	E01	Remove/Install	RT Fender liner Redesign w/o ZR2				0.0	Body	
15	E01	Remove/Replace	RT Nameplate "Z71" chrome	1	62.88	OEM	0.2	Body	
16	E01	Remove/Install	RT Mud guard OEM				0.2	Body	
17	S01		WHEELS						
18	S01	Remove/Install	Spare Spare wheel steel code: 00A				0.2	Body	
19	E01		CAB						
20	E01	Repair	RT Uniside assy				7.0	Body	6.8
21	E01		Overlap Major Non-Adj. Panel						(0.2)
22	E01		Add for Clear Coat						1.3
23	S01	Remove/Replace	RT Roof molding	1	19.30	OEM	0.3	Body	
24	S01	Remove/Install	Spoiler assy paint to match				0.8	Body	
25	S01	Remove/Install	R&I headliner partial				1.0	Body	
26	S01		SEATS & TRACKS						
27	S01	Remove/Install	R&I rear seat				1.0	Body	
28	E01		FRONT DOOR						

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

1/7/2025 8:37:45 AM

Page 1

Final Bill

RO Number: 9677

2023 CHEV Silverado 1500 LT Crew Cab 147" WB 4WD w/1LT Pkg 4D SHORT 8-5.3L Gasoline Direct Injection

29	E01	Remove/Install	RT R&I trim panel				0.4	Body	
30	E01	Repair	RT Door shell Redesign w/o High Country (ALU)				2.0	Body	2.4
31	E01		Overlap Major Adj. Panel						(0.4)
32	E01		Add for Clear Coat						0.4
33	E01	Remove/Install	RT Belt molding black				0.3	Body	
34	E01	Remove/Install	RT Upper molding w/o high gloss w/o LTZ, High Cntry				0.3	Body	
35	E01	Remove/Install	RT Applique w/o LTZ, High Country				0.2	Body	
36	S01	Remove/Replace	RT Mirror assy w/o power folding w/o blind spot	1	277.17	OEM	0.4	Body	
37	E01	Remove/Install	RT Upper trim				0.2	Body	
38	E01	Remove/Install	RT Water deflector				0.2	Body	
39	S01	Remove/Replace	RT Applique clip	11	105.60	OEM			
40	S01	Remove/Replace	RT Upper molding rivet	4	29.20	OEM			
41	E01		REAR DOOR						
42	E01	Remove/Replace	RT Door shell Redesign w/o High Country (ALU)	1	1,075.00	OEM	5.1	Body	3.4
43	E01		Overlap Major Adj. Panel						(0.4)
44	E01		Add for Clear Coat						0.6
45	S01		Add for Stone Guard						
46	E01	Remove/Replace	RT Door w'strip	1	108.60	OEM	0.0	Body	
47	E01	Remove/Install	RT Belt molding black				0.0	Body	
48	E01	Remove/Install	RT Applique front w/o LTZ, High Country				0.0	Body	
49	E01	Remove/Install	RT Applique rear w/o LTZ, High Country				0.0	Body	
50	E01	Remove/Install	RT Upper molding				0.2	Body	
51	E01	Remove/Replace	RT Handle, outside w/o passive entry body color	1	46.70	OEM	0.0	Body	0.5
52	E01		Overlap Minor Panel						(0.2)
53	E01		Add for Clear Coat						0.1
54	E01	Remove/Replace	Dis/reassmble to refn				0.2	Body	
55	E01		PICK UP BOX						
56	S01	Repair	RT Outer panel				5.0	Body	3.6
57	E01		Overlap Major Adj. Panel						(0.4)
58	E01		Add for Clear Coat						0.6
59	S01		Add for Stone Guard						0.3
60	E01	Remove/Replace	RT Protector front	1	9.00	OEM	0.2	Body	
61	S01	Remove/Replace	RT Deflector	1	31.50	OEM	0.2	Body	
62	E01	Remove/Replace	RT Protector rear	1	18.77	OEM	0.2	Body	
63	E01	Remove/Install	RT Wheelhouse liner				0.3	Body	
64	S01	Remove/Install	R&I box assy				2.5	Body	
65	S01		Bed too box				2.0	Body	
66	S01	Remove/Install	Tonneau cover				1.0	Body	
67	S01	Remove/Install	LT Wheelhouse liner				0.3	Body	
68	S01		TAIL GATE						
69	S01	Remove/Install	R&I tailgate assy				0.4	Body	

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

RO Number: 9677

2023 CHEV Silverado 1500 LT Crew Cab 147" WB 4WD w/1LT Pkg 4D SHORT 8-5.3L Gasoline Direct Injection

70	E01		REAR LAMPS					
71	E01	Remove/Install	RT Tail lamp			0.3	Body	
72	E01		REAR BUMPER					
73	E01	Remove/Install	Bumper assy single exhaust, w/o park assist chrome			1.1	Body	
74	E01		VEHICLE DIAGNOSTICS					
75	E01	Repair	Pre-repair scan			0.5	Mech	
76	E01	Repair	Post-repair scan			0.5	Mech	
77	E01		MISCELLANEOUS OPERATIONS					
78	E01	Remove/Replace	Cover car/bag		OEM	0.2	Body	
79	E01		Color tint					0.5
80	E01	Remove/Replace	Corrosion protection primer/Block					2.5
81	E01	Remove/Replace	Cavity wax	1	12.00 A/M	0.8	Body	
82	E01		Rope glass	1	12.00 A/M			0.5
83	E01		Precision mask cab q			0.5	Body	
84	E01		R and I(float) roof light			1.0	Body	
85	E01		Mask bed cap(lift tape)					0.3
86	E01		Cover car for primer	1	6.00 A/M	0.2	Body	
87	E01	Remove/Replace	Adhesive remover/Remove old two-sided tape	1	10.00 A/M	2.0	Body	
88	S01	Remove/Replace	Replace stripes	1	411.76 Other			
89	S01		Test card to match OEM stone guard					0.5
90	S01		Add for extra wiring on rear bumper and bed			1.0	Body	

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					2,255.93
Labor, Body			72.00	49.4	3,556.80
Labor, Refinish			72.00	25.8	1,857.60
Labor, Mechanical			85.00	1.0	85.00
Material, Paint					1,341.60
Subtotal					9,096.93
Sales Tax					0.00
Grand Total					9,096.93
Net Total					9,096.93

Estimate Version	Total \$
Original	7,999.35
Supplement S01	1,097.58

Insurance Total \$:	0.00
Received from Insurance \$:	0.00
Balance due from Insurance \$:	0.00
Customer Total \$:	9,096.93

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

RO Number: 9677

2023 CHEV Silverado 1500 LT Crew Cab 147" WB 4WD w/1LT Pkg 4D SHORT 8-5.3L Gasoline Direct Injection

Received from Customer \$:	0.00
Balance due from Customer \$:	9,096.93

DRAFT

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, UKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

1/7/2025 8:37:45 AM



Risk Management Bonner County

January 21, 2025

RISK Management
Consent Agenda Item
2

MEMORANDUM

To: Commissioners

From: Risk Management

Re: Pay invoices over \$5000: Northwest Autobody repair bill for \$5002.51 for claim 202412099950, BCSO vs deer.

Description:

Request for approval to pay repair bill to Northwest Autobody for claim # 202412099950.

Auditing Review:

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review:

The Sheriff office complied with the Bonner County Risk Policy, so 100% reimbursement is recommended by Risk.

Legal Review:

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: Original to Risk
Copy to Auditing

A suggested motion would be: **Based on the information before us I move to approve payment to Northwest Autobody for claim 202412099950, invoice #RO 18236**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Commissioner Asia Williams, Chairwoman

NORTHWEST AUTOBODY & TOWING

"Committed to Excellence"

1305 Michigan St., SANDPOINT, ID 83864

Phone: (208) 263-6931

FAX: (208) 263-1915

Workfile ID: 3752ad86

PartsShare: 8hzVxV

Federal ID: 82-0508218

Final Bill**RO Number: 18236**

Customer:
Bonner County Sheriff
4001 N. Boyer
Sandpoint, ID 83864
(208) 263-6872

Insurance:

Adjuster:

Estimator:

Cory Donenfeld

Phone:

Create Date:

12/10/2024

Claim:

Loss Date:

Deductible:

2018 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection

VIN: 1GNSKDEC9JR319950

Interior Color:

Mileage In:

Vehicle Out: 1/3/2025

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT BUMPER						
2	E01	Remove/Install	R&I bumper cover				1.2	Body	
3	S01	Remove/Replace	RT Bumper cover guide	1	24.00	A/M	0.1	Body	
4	S01	Remove/Replace	LT Bumper cover guide	1	24.00	A/M	0.1	Body	
5	S01	Repair	Bumper cover w/park asst				1.0	Body	
6	S01	Remove/Replace	RT Filler panel	1	41.00	A/M	0.1	Body	
7	S01	Remove/Replace	LT Filler panel	1	41.00	A/M	0.1	Body	
8	E01		GRILLE						
9	S01	Remove/Replace	Grille assy Z71 pkg	1	806.97	OEM	0.2	Body	
10	S01		Trim Grille for push guard						
11	E01		FRONT LAMPS						
12	E01	Remove/Replace	LT Headlamp assy w/o HID lamps w/o RST pkg	1	1,121.00	A/M	0.5	Body	
13	E01	Remove/Replace	Aim headlamps				0.5	Body	
14	E01		HOOD						
15	E01	Remove/Install	R&I hood assy				0.5	Body	
16	E01		FENDER						
17	S01	Remove/Replace	LT Fender Tahoe	1	1,100.00	A/M	3.6	Body	2.2
18	E01		Add for Clear Coat						0.9
19	E01	Remove/Replace	Add for dual battery				0.3	Body	
20	E01		Add for Edging						0.5
21	E01		Add for Clear Coat						0.1
22	E01		Add for Inside						1.0
23	E01		Add for Clear Coat						0.2
24	E01	Remove/Install	LT Fender liner Tahoe w/o Z71 pkg				0.0	Body	
25	E01	Remove/Install	LT Rear insulator				0.1	Body	
26	E01	Remove/Install	LT Fender upper bracket				0.1	Body	

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1/3/2025 2:47:11 PM

Final Bill

RO Number: 18236

2018 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection

27	S01	Remove/Install	LT Fender brace				0.1	Body
28	E01	Remove/Install	LT Fender reinforcement				0.1	Body
29	E01	Remove/Install	Lt mud guard				0.2	Body
30	S01	Remove/Replace	LT Fender liner nut	13	95.94	OEM		
31	E01		ELECTRICAL					
32	E01	Remove/Install	Battery tray				0.2	Body
33	E01	Remove/Install	Junction block				0.5	Body
34	E01	Remove/Install	Wiring				0.2	Body
35	E01		COWL					
36	E01	Remove/Install	Cowl grille Tahoe				0.5	Body
37	E01		PILLARS, ROCKER & FLOOR					
38	E01	Remove/Install	LT Running board				1.0	Body
39	E01		Color tint					1.0
40	E01	Sublet	Hazardous waste removal	1	5.00	Other		
41	E01		Nib and buff	1	3.00	Other	0.3	Body
42	S01	Remove/Install	Push bar and wiring				2.0	Body
43	E01		In house clips, rivets, etc.	1	8.00	A/M		
44	S01		Glue on bumper	1	25.00	Other		
45	S01		Freight	1	2.00	Other		
46	S01		Freight	1	2.00	Other		

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					3,289.91
Labor, Body			72.00	13.5	972.00
Labor, Refinish			72.00	5.9	424.80
Material, Paint					306.80
Miscellaneous					9.00
Subtotal					5,002.51
Sales Tax					0.00
Grand Total					5,002.51
Net Total					5,002.51

Estimate Version	Total \$
Original	4,599.77
Supplement S01	402.74

Insurance Total \$:	0.00
Received from Insurance \$:	0.00
Balance due from Insurance \$:	0.00
Customer Total \$:	5,002.51
Received from Customer \$:	0.00
Balance due from Customer \$:	5,002.51

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural



Bonner County

Board of Commissioners

Steve Bradshaw

Asia Williams

Ron Korn

January 14th, 2024

Technology
Item #2

Consent Agenda Memorandum

To: Commissioners

From: Technology

Re: Moon Security – Multi-Use Facility Access Control Upgrade

Technology has upgraded the access control system at the Sagle Multi-Use Facility, and is required to pay for services rendered by Moon Security. The access control system is now remotely manageable, and integrated into the main system here at the Administration building, and the EMS 521 location. The total due is \$5,312.47 and has been budgeted.

Auditing Review: ☒ **APPROVED**

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review: ☒ **APPROVED**

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review: ☒ **APPROVED**

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: ☐ Original to
☐ Copy to

A suggested motion would be: **Based on the information before us I move to approve \$5,312.47 for services rendered by Moon Security.**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Asia Williams, Chairwoman



Moon Security
1120 N. Mullan #202
Spokane Valley, WA 99206

Invoice Overview

Customer: Bonner County Facilities
Customer Number: MO-39461
Invoice Number: 5779436
Invoice Date: 1/13/2025
PO Number:
PAYMENTS APPLIED THRU: 1/13/2025

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>Bonner County Facilities - Multi Use Facility, 465838 Hwy 95, Sagle, ID</i>			
1	Electrical Permit	\$136.39	\$136.39
1	Install - Access Control	\$5,176.08	\$5,176.08
	Sales Tax		\$0.00
	Payments/Credits Applied		\$0.00
Invoice Balance Due:			\$5,312.47

IMPORTANT MESSAGES

Installation complete; invoiced in full.

Page 1

Pay for free with a credit card or bank account online at myaccount.moonsecurity.com or by calling us at .

Please detach and return this portion with your payment to ensure proper credit.



Moon Security
1120 N. Mullan #202
Spokane Valley, WA 99206

REMITTANCE INFORMATION

Customer: Bonner County Facilities
Customer Number: MO-39461
Invoice Number: 5779436
Invoice Date: 1/13/2025
Invoice Amount: \$5,312.47
DUE DATE: Due On Receipt
BALANCE DUE: \$5,312.47

Amount Enclosed: \$

Bonner County Facilities
1500 Hwy 2, Ste 101
Sandpoint, ID 83864-1709

REMIT TO:

Moon Security Service
PO Drawer B
Accounts Receivables
Pasco, WA 99302



Bonner County
Board of Commissioners

Brian Domke

Asia Williams

Ron Korn

January 21, 2025

CLERK
Item #1

MEMORANDUM

To: Bonner County Commissioners

Re: FY25 Claims in Batch #16

The Auditor's Office presented the FY25 Claims Batch, #16, **Totaling \$319,642.12**

A suggested Motion would be: Based on the information before us, I move to approve payment of the FY25 Claims in Batch #16, totaling \$319,642.12.

Recommendation Acceptance: ☐ Yes ☐ No

Asia Williams, Chair

Date

ACCOUNTS PAYABLE WARRANT REPORT

DATE: 01/15/2025 WARRANT: BOC1625 AMOUNT: \$ 319,642.12

COMMISSIONER'S APPROVAL REPORT

DRAFT

DETAIL INVOICE LIST

CASH ACCOUNT: 000 1002 TREASURER ACCT/WARRANT ACCT WARRANT: BOC1625 01/15/2025 DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
16 ABSOLUTE DRUG TESTING	00001	INV	01/07/2025	10552		168170		
1 010 7110	CT INTERL	OTHER		540.00				
	Invoice Net			540.00				
		CHECK TOTAL		540.00				-----
4960 ACCESS	00001	INV	01/07/2025	11340410		168134		
1 006 7110	DISTCT	OTHER		1,214.31				
	Invoice Net			1,214.31				
4960 ACCESS	00001	INV	01/14/2025	11340425		168471		
1 00118 7860	GENEXP	MISCEXPENS		60.00				
2 006 7860	DISTCT	MISCEXPENS		150.00				
	Invoice Net			210.00				
		CHECK TOTAL		1,424.31				-----
3934 ACI NORTHWEST INC	00001	INV	01/15/2025	50137		168625		
1 03475 7420	JUSTJUVDCT	REPEQUIP		875.00				
	Invoice Net			875.00				
		CHECK TOTAL		875.00				-----
34 AFCC	00001	INV	01/07/2025	259978		168172		
1 006 7290	DISTCT	COURTASSIS		160.00				
	Invoice Net			160.00				
		CHECK TOTAL		160.00				-----
80 ALPINE FIRE PROTECTION	00001	INV	01/14/2025	7374		168492		
1 03461 7110	JAILDETENT	OTHER		242.00				
	Invoice Net			242.00				
		CHECK TOTAL		242.00				-----
1817 ALSCO	00001	INV	01/07/2025	LSP02801786		168171		
1 006 7430	DISTCT	REPBLDGS		203.35				
	Invoice Net			203.35				
1817 ALSCO	00001	INV	01/07/2025	LSP02798034		168202		
1 006 7430	DISTCT	REPBLDGS		203.35				
	Invoice Net			203.35				
		CHECK TOTAL		406.70				-----
5698 ALTIS COUNSELING ASSOC	00001	INV	01/09/2025	43022		168366		
1 00661 7900	PROBSVCS	CIG TAXC/O		500.00				
	Invoice Net			500.00				
		CHECK TOTAL		500.00				-----
5698 ALTIS COUNSELING ASSOC	00001	INV	01/09/2025	43021		168368		
1 00661 7900	PROBSVCS	CIG TAXC/O		500.00				
	Invoice Net			500.00				
		CHECK TOTAL		500.00				-----

DETAIL INVOICE LIST

CASH ACCOUNT: 000 1002

TREASURER ACCT/WARRANT ACCT

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
5698	ALTIS COUNSELING ASSOC 1 00661 7900	00001 PROBSVCS Invoice Net		INV CIG TAXC/O	01/09/2025	42977 125.00 125.00 CHECK TOTAL 125.00	168369	-----
4700	AMAZON CAPITAL SERVICE 1 03457 7040	00001 SHERAUTO Invoice Net		INV REPAIR	01/09/2025	1V7V-H4RG-FY96 48.50 48.50	168344	
4700	AMAZON CAPITAL SERVICE 1 03451 6530	00001 SHERCLCREC Invoice Net		INV OFFICE	01/09/2025	1YV9-6J3V-FDXP 55.62 55.62	168346	
4700	AMAZON CAPITAL SERVICE 1 01130 6530	00001 EXTOFFICE Invoice Net		INV OFFICE	02/01/2025	171Q-D6KP-G1H6 80.10 80.10	168350	
4700	AMAZON CAPITAL SERVICE 1 006 6530	00001 DISTCT Invoice Net		INV OFFICE	01/07/2025	1146-HJDG-FGCX 738.10 738.10	168379	
4700	AMAZON CAPITAL SERVICE 1 03479 8590	00001 MARINE PTR Invoice Net		INV EQUIPMENT	01/14/2025	1CWW-1F7D-R7P3 37.98 37.98	168466	
4700	AMAZON CAPITAL SERVICE 1 03479 7040	00001 MARINE PTR Invoice Net		INV REPAIR	01/14/2025	1XC9-HH3L-LMT7 44.49 44.49	168487	
4700	AMAZON CAPITAL SERVICE 1 03451 6530	00001 SHERCLCREC Invoice Net		INV OFFICE	01/14/2025	1HW3-6T1Q-WT1H 6.76 6.76	168489	
4700	AMAZON CAPITAL SERVICE 1 03451 6530	00001 SHERCLCREC Invoice Net		INV OFFICE	01/14/2025	1HDL-9DV3-WX46 9.98 9.98	168517	
4700	AMAZON CAPITAL SERVICE 1 03454 8590	00001 SHERSEARCH Invoice Net		INV EQUIPMENT	01/14/2025	11JD-DVN9-KVRJ 859.80 859.80	168518	
4700	AMAZON CAPITAL SERVICE 1 03450 7430	00001 SHERADMIN Invoice Net		INV REPBLDGS	01/15/2025	1YQV-7QWY-RDGG 8.99 8.99	168604	
4700	AMAZON CAPITAL SERVICE 1 03450 7430	00001 SHERADMIN Invoice Net		INV REPBLDGS	01/15/2025	177R-N6J7-RP6T 59.76 59.76 CHECK TOTAL 1,950.08	168605	-----
6355	JULIE PITRE 1 00661 7110	00001 PROBSVCS Invoice Net		INV OTHER	01/15/2025	360 125.00 125.00 CHECK TOTAL 125.00	168627	-----
1888	AUDIOLOGY RESEARCH ASS 1 03461 6830	00001 JAILDETENT Invoice Net		INV BACKGR CHK	01/14/2025	114005 33.00 33.00	168516	

DETAIL INVOICE LIST

CASH ACCOUNT: 000 1002

TREASURER ACCT/WARRANT ACCT

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	33.00	-----
1900	AVISTA UTILITIES	00001		INV	01/08/2025	3067800000DEC24	168264	
	1 02381 6980	LOCAL		OTHER UTIL		489.79		
		Invoice Net				489.79		
1900	AVISTA UTILITIES	00001		INV	01/14/2025	8555200000JAN25	168472	
	1 00118 6930	GENEXP		ELECTRIC		2,078.42		
	2 00118 6980	GENEXP		OTHER UTIL		694.11		
		Invoice Net				2,772.53		
1900	AVISTA UTILITIES	00001		INV	01/14/2025	1155230000JAN25	168556	
	1 00118 6930	GENEXP		ELECTRIC		224.91		
		Invoice Net				224.91		
						CHECK TOTAL	3,487.23	-----
4734	BO CO TREAS FTO PACIFI	00000		INV	01/15/2025	P002February2025	168612	
	1 082 6158	SI MEDICAL		COBRA		772.20		
		Invoice Net				772.20		
4734	BO CO TREAS FTO PACIFI	00000		INV	01/15/2025	P001February2025	168614	
	1 082 6155	SI MEDICAL		SI ADMINFE		70,656.30		
		Invoice Net				70,656.30		
						CHECK TOTAL	71,428.50	-----
3830	BONNER COUNTY DAILY BE	00001		INV	01/10/2025	0000029981-12042024	168403	
	1 00123 6760	PLANNING		LEGAL PUBL		69.29		
		Invoice Net				69.29		
3830	BONNER COUNTY DAILY BE	00001		INV	01/10/2025	0000030710-12062024	168404	
	1 00123 6760	PLANNING		LEGAL PUBL		70.06		
		Invoice Net				70.06		
3830	BONNER COUNTY DAILY BE	00001		INV	01/10/2025	0000030789-12102024	168405	
	1 00123 6760	PLANNING		LEGAL PUBL		86.23		
		Invoice Net				86.23		
3830	BONNER COUNTY DAILY BE	00001		INV	01/10/2025	0000030907-12132024	168406	
	1 00123 6760	PLANNING		LEGAL PUBL		63.13		
		Invoice Net				63.13		
3830	BONNER COUNTY DAILY BE	00001		INV	01/10/2025	0000031020-12172024	168407	
	1 00123 6760	PLANNING		LEGAL PUBL		69.29		
		Invoice Net				69.29		
3830	BONNER COUNTY DAILY BE	00001		INV	01/10/2025	0000031068-12192024	168408	
	1 00123 6760	PLANNING		LEGAL PUBL		57.74		
		Invoice Net				57.74		
3830	BONNER COUNTY DAILY BE	00001		INV	01/10/2025	0000031081-12192024	168409	
	1 00123 6760	PLANNING		LEGAL PUBL		60.05		
		Invoice Net				60.05		
3830	BONNER COUNTY DAILY BE	00001		INV	01/10/2025	0000031179-12242024	168410	
	1 00123 6760	PLANNING		LEGAL PUBL		83.92		
		Invoice Net				83.92		
3830	BONNER COUNTY DAILY BE	00001		INV	01/10/2025	0000031306-12312024	168411	

DETAIL INVOICE LIST

CASH ACCOUNT: 000 1002

TREASURER ACCT/WARRANT ACCT

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
	1 00123 6760			PLANNING	LEGAL PUBL	82.38		
				Invoice Net		82.38		
3830	BONNER COUNTY DAILY BE	00001		INV	01/14/2025	0000031052-12262024	168505	
	1 004 7690			ELECTIONS	ADVERTISE	755.36		
				Invoice Net		755.36		
				CHECK TOTAL		1,397.45		-----
5469	BONNER COUNTY ENGINEER	00000		INV	01/10/2025	BLP2024-0817	168412	
	1 00123 7260			PLANNING	ENGINEER	80.00		
				Invoice Net		80.00		
				CHECK TOTAL		80.00		-----
1951	BONNER COUNTY ROAD & B	00001		INV	01/09/2025	JAN25	168348	
	1 024 6870			TORT	INS - DEDU	734.57		
				Invoice Net		734.57		
				CHECK TOTAL		734.57		-----
1953	BONNER GENERAL HEALTH	00001		INV	01/09/2025	SPGX4799	168386	
	1 03461 8060			JAILDETENT	MEDICAL	55.63		
				Invoice Net		55.63		
1953	BONNER GENERAL HEALTH	00001		INV	01/09/2025	SPGX4599	168389	
	1 03461 8060			JAILDETENT	MEDICAL	326.18		
				Invoice Net		326.18		
1953	BONNER GENERAL HEALTH	00001		INV	01/09/2025	SPGX5287	168390	
	1 03461 8060			JAILDETENT	MEDICAL	94.70		
				Invoice Net		94.70		
1953	BONNER GENERAL HEALTH	00001		INV	01/09/2025	SPGX5288	168391	
	1 03461 8060			JAILDETENT	MEDICAL	101.68		
				Invoice Net		101.68		
1953	BONNER GENERAL HEALTH	00001		INV	01/09/2025	SPGX5132	168392	
	1 03461 8060			JAILDETENT	MEDICAL	513.58		
				Invoice Net		513.58		
1953	BONNER GENERAL HEALTH	00001		INV	01/09/2025	SPGX2390	168393	
	1 03461 8060			JAILDETENT	MEDICAL	101.11		
				Invoice Net		101.11		
1953	BONNER GENERAL HEALTH	00001		INV	01/09/2025	SPGX2022	168394	
	1 03461 8060			JAILDETENT	MEDICAL	68.26		
				Invoice Net		68.26		
1953	BONNER GENERAL HEALTH	00001		INV	01/09/2025	SPGX1967	168395	
	1 03461 8060			JAILDETENT	MEDICAL	758.81		
				Invoice Net		758.81		
1953	BONNER GENERAL HEALTH	00001		INV	01/09/2025	SPGX2393	168396	
	1 03461 8060			JAILDETENT	MEDICAL	6.67		
				Invoice Net		6.67		
1953	BONNER GENERAL HEALTH	00001		INV	01/09/2025	SPGX3405	168397	
	1 03461 8060			JAILDETENT	MEDICAL	55.63		
				Invoice Net		55.63		

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CASH ACCOUNT: 000 1002

TREASURER ACCT/WARRANT ACCT

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
1953 BONNER GENERAL HEALTH	00001	INV	01/09/2025	SPGX2212		168398		
1 03461 8060	JAILDETENT	MEDICAL		352.22				
	Invoice Net			352.22				
1953 BONNER GENERAL HEALTH	00001	INV	01/09/2025	SPGX5331		168399		
1 03461 8060	JAILDETENT	MEDICAL		23.22				
	Invoice Net			23.22				
1953 BONNER GENERAL HEALTH	00001	INV	01/09/2025	SPGX5602		168400		
1 03461 8060	JAILDETENT	MEDICAL		15.85				
	Invoice Net			15.85				
1953 BONNER GENERAL HEALTH	00001	INV	01/15/2025	SPGX9945		168580		
1 03461 8060	JAILDETENT	MEDICAL		925.25				
	Invoice Net			925.25				
1953 BONNER GENERAL HEALTH	00001	INV	01/15/2025	SPGY0141		168583		
1 03461 8060	JAILDETENT	MEDICAL		101.11				
	Invoice Net			101.11				
1953 BONNER GENERAL HEALTH	00001	INV	01/15/2025	SPGY0142		168585		
1 03461 8060	JAILDETENT	MEDICAL		131.32				
	Invoice Net			131.32				
	CHECK TOTAL			3,631.22				
2103 BROWN'S NORTHSIDE	00001	INV	01/14/2025	S164591		168534		
1 00355 7420	AIRSDPT	REPEQUIP		109.63				
	Invoice Net			109.63				
	CHECK TOTAL			109.63				
2127 BURNETT ELECTRIC INC	00001	INV	01/13/2025	12-24		168426		
1 00356 7430	AIRPRRIVR	REPBLDGS		475.00				
	Invoice Net			475.00				
	CHECK TOTAL			475.00				
965 CANON FINANCIAL SERVIC	00001	INV	01/07/2025	37059349		168203		
1 006 9350	DISTCT	CAP - LEAS		38.47				
	Invoice Net			38.47				
965 CANON FINANCIAL SERVIC	00001	INV	01/14/2025	37712822		168498		
1 004 9350	ELECTIONS	CAP - LEAS		149.00				
2 004 7420	ELECTIONS	REPEQUIP		244.66				
	Invoice Net			393.66				
965 CANON FINANCIAL SERVIC	00001	INV	02/12/2025	37712814		168588		
1 01130 9350	EXTOFFICE	CAP - LEAS		185.00				
2 01130 6790	EXTOFFICE	COPY MACH		49.38				
	Invoice Net			234.38				
	CHECK TOTAL			666.51				
966 CANON USA INC	00001	INV	01/07/2025	6010344282		168163		
1 006 7410	DISTCT	REPOFFICE		11.76				
	Invoice Net			11.76				
966 CANON USA INC	00001	INV	01/07/2025	6010330727		168164		

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CASH ACCOUNT: 000 1002 TREASURER ACCT/WARRANT ACCT WARRANT: BOC1625 01/15/2025 DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
	1 006 7410			DISTCT	REPOFFICE	14.06		
				Invoice Net		14.06		
966 CANON USA INC	1 006 7410	00001		INV	01/07/2025	6010229836	168204	
				DISTCT	REPOFFICE	5.21		
				Invoice Net		5.21		
966 CANON USA INC	1 006 7410	00001		INV	01/07/2025	6010150369	168319	
				DISTCT	REPOFFICE	82.74		
				Invoice Net		82.74		
966 CANON USA INC	1 006 7410	00001		INV	01/07/2025	6010151128	168320	
				DISTCT	REPOFFICE	77.66		
				Invoice Net		77.66		
966 CANON USA INC	1 00661 7410	00001		INV	01/09/2025	6010383333	168372	
				PROBSVCS	REPOFFICE	134.77		
				Invoice Net		134.77		
966 CANON USA INC	1 03473 7410	00001		INV	01/13/2025	6010476590	168442	
				JUST-PA	REPOFFICE	88.03		
				Invoice Net		88.03		
966 CANON USA INC	1 03401 7410	00001		INV	01/14/2025	6010482761	168473	
				JUSTCLERK	REPOFFICE	31.31		
				Invoice Net		31.31		
966 CANON USA INC	1 00101 7410	00001		INV	01/14/2025	6010480917	168474	
				CLERK	REPOFFICE	38.69		
				Invoice Net		38.69		
				CHECK TOTAL		484.23		-----
186 CINTAS CORPORATION #60	1 030 7710	00001		INV	01/13/2025	4216996837.2	168427	
				PARKS	UNIFORMS	12.95		
				Invoice Net		12.95		
				CHECK TOTAL		12.95		-----
209 CLEARWATER SPRINGS	1 00124 6530	00000		INV	01/10/2025	115998Dec24	168420	
				GIS	OFFICE	31.43		
				Invoice Net		31.43		
				CHECK TOTAL		31.43		-----
222 CLYDE'S TOWING LLC	1 024 6870	00001		INV	01/09/2025	13226	168354	
				TORT	INS - DEDU	1,150.00		
				Invoice Net		1,150.00		
				CHECK TOTAL		1,150.00		-----
5496 CONNELL OIL INCORPORAT	1 023 7000	00001		INV	01/03/2025	CL20298	167944	
				SOL WASTE	GASOLINE	246.26		
				Invoice Net		246.26		
				CHECK TOTAL		246.26		-----
2592 CO-OP GAS AND SUPPLY C	1 01110 7000	00001		INV	01/03/2025	84225DEC24	167962	
				EMERGMGT	GASOLINE	164.07		

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CASH ACCOUNT: 000 1002

TREASURER ACCT/WARRANT ACCT

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
	2 047 8994	GRANT		DEMGRANTS		216.25		
		Invoice Net				380.32		
2592	CO-OP GAS AND SUPPLY C	00001		INV	01/03/2025	84483DEC24	167963	
	1 023 7000	SOL WASTE		GASOLINE		192.78		
		Invoice Net				192.78		
2592	CO-OP GAS AND SUPPLY C	00001		INV	01/06/2025	45273	168014	
	1 023 7040	SOL WASTE		REPAIR		15.99		
		Invoice Net				15.99		
2592	CO-OP GAS AND SUPPLY C	00001		INV	01/15/2025	83769	168593	
	1 03457 8650	SHERAUTO		TOOLSSML		21.88		
		Invoice Net				21.88		
2592	CO-OP GAS AND SUPPLY C	00001		INV	01/15/2025	70498	168599	
	1 03457 8650	SHERAUTO		TOOLSSML		37.56		
		Invoice Net				37.56		
2592	CO-OP GAS AND SUPPLY C	00001		INV	01/15/2025	46118	168600	
	1 03457 8650	SHERAUTO		TOOLSSML		12.48		
		Invoice Net				12.48		
		CHECK TOTAL				661.01		-----
2544	COLEMAN OIL COMPANY	00001		INV	01/13/2025	INV-253014	168429	
	1 036 7010	PLSNOW		DIESEL		152.74		
		Invoice Net				152.74		
2544	COLEMAN OIL COMPANY	00001		INV	01/07/2025	INV-253229	168430	
	1 036 7010	PLSNOW		DIESEL		112.72		
		Invoice Net				112.72		
2544	COLEMAN OIL COMPANY	00001		INV	01/07/2025	INV-251635	168431	
	1 036 7010	PLSNOW		DIESEL		375.78		
		Invoice Net				375.78		
		CHECK TOTAL				641.24		-----
4318	COMPASS MECHANICAL CON	00001		INV	01/03/2025	6269	167950	
	1 023 7040	SOL WASTE		REPAIR		509.33		
		Invoice Net				509.33		
		CHECK TOTAL				509.33		-----
1962	CORPORATE PAYMENT SYST	00001		INV	01/21/2025	6576Dec2024	168352	
	1 01130 6520	EXTOFFICE		DUES		65.00		
		Invoice Net				65.00		
		CHECK TOTAL				65.00		-----
1089	DIRECT AUTOMOTIVE DIST	00001		INV	01/09/2025	01IG5286	168374	
	1 03457 7040	SHERAUTO		REPAIR		47.11		
		Invoice Net				47.11		
1089	DIRECT AUTOMOTIVE DIST	00001		INV	01/14/2025	01IG8155	168482	
	1 03457 7040	SHERAUTO		REPAIR		342.44		
		Invoice Net				342.44		
1089	DIRECT AUTOMOTIVE DIST	00001		INV	01/14/2025	01IG6294	168488	

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CASH ACCOUNT: 000 1002

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WARRANT: BOC1625 01/15/2025

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
	1 03457 7040	SHERAUTO		REPAIR		6.21		
		Invoice Net				6.21		
1089	DIRECT AUTOMOTIVE DIST	00001		INV	01/14/2025	01IG6786	168490	
	1 03457 7040	SHERAUTO		REPAIR		229.62		
		Invoice Net				229.62		
1089	DIRECT AUTOMOTIVE DIST	00001		INV	01/14/2025	01IG6988	168494	
	1 03457 7040	SHERAUTO		REPAIR		2.81		
		Invoice Net				2.81		
1089	DIRECT AUTOMOTIVE DIST	00001		INV	01/15/2025	01IG8798	168578	
	1 03457 7040	SHERAUTO		REPAIR		455.66		
		Invoice Net				455.66		
				CHECK TOTAL		1,083.85		-----
290	EAN SERVICES LLC	00001		INV	01/14/2025	37855679	168513	
	1 03461 6480	JAILDETENT		PRIS TREXP		75.26		
		Invoice Net				75.26		
				CHECK TOTAL		75.26		-----
2997	ELSAESSER ANDERSON CHT	00001		INV	01/09/2025	18159	168380	
	1 006 7100	DISTCT		LEGAL		1,125.00		
		Invoice Net				1,125.00		
2997	ELSAESSER ANDERSON CHT	00001		INV	01/09/2025	18142	168381	
	1 006 7100	DISTCT		LEGAL		660.00		
		Invoice Net				660.00		
2997	ELSAESSER ANDERSON CHT	00001		INV	01/09/2025	18155	168383	
	1 006 7100	DISTCT		LEGAL		690.00		
		Invoice Net				690.00		
2997	ELSAESSER ANDERSON CHT	00001		INV	01/09/2025	18144	168384	
	1 006 7100	DISTCT		LEGAL		1,905.00		
		Invoice Net				1,905.00		
2997	ELSAESSER ANDERSON CHT	00001		INV	01/09/2025	18129	168387	
	1 006 7100	DISTCT		LEGAL		960.00		
		Invoice Net				960.00		
				CHECK TOTAL		5,340.00		-----
3221	FEATHERSTON LAW FIRM	00001		INV	01/07/2025	65505	168165	
	1 006 7100	DISTCT		LEGAL		88.50		
		Invoice Net				88.50		
				CHECK TOTAL		88.50		-----
3242	FIRE PROTECTION SPECIA	00001		INV	01/09/2025	18866	168356	
	1 03475 7430	JUSTJUVDET		REPBLDGS		420.00		
		Invoice Net				420.00		
3242	FIRE PROTECTION SPECIA	00001		INV	01/09/2025	22700	168359	
	1 03475 7430	JUSTJUVDET		REPBLDGS		420.00		
		Invoice Net				420.00		
				CHECK TOTAL		840.00		-----

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CASH ACCOUNT: 000 1002 TREASURER ACCT/WARRANT ACCT WARRANT: BOC1625 01/15/2025 DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
343 GEYMAN TROY DR.	00001	INV	01/14/2025	DEC2024		168499		
1 03461 8060	JAILDETENT	MEDICAL		4,025.00				
	Invoice Net			4,025.00				
		CHECK TOTAL		4,025.00		-----		
2631 HANGER PHILIP A. PH.D.	00001	INV	01/07/2025	BON121824AG		168321		
1 006 7110	DISTCT	OTHER		1,943.75				
	Invoice Net			1,943.75				
2631 HANGER PHILIP A. PH.D.	00001	INV	01/07/2025	BON121824JS		168322		
1 006 7110	DISTCT	OTHER		1,631.25				
	Invoice Net			1,631.25				
		CHECK TOTAL		3,575.00		-----		
3816 HART INTERCIVIC INC	00001	INV	01/14/2025	098033		168491		
1 004 7420	ELECTIONS	REPEQUIP		4,020.00				
	Invoice Net			4,020.00				
		CHECK TOTAL		4,020.00		-----		
3636 IDAHO STATE POLICE	00005	INV	01/14/2025	IN3156		168552		
1 34180 8800	JUST-GENEX	CONTR ILET		18,762.50				
	Invoice Net			18,762.50				
		CHECK TOTAL		18,762.50		-----		
839 STATE TAX COMMISSION	00001	INV	01/09/2025	SalesTaxJulDec2024		168349		
1 01130 6500	EXTOFFICE	BOOKS		2.10				
	Invoice Net			2.10				
		CHECK TOTAL		2.10		-----		
5702 INDIGENT HEALTHCARE SO	00001	INV	01/14/2025	79045		168519		
1 00116 8940	INDIGENT	COMP SUPP		725.00				
	Invoice Net			725.00				
		CHECK TOTAL		725.00		-----		
3667 INSIGHT DISTRIBUTING I	00001	INV	01/03/2025	0518625		167959		
1 02381 7330	LOCAL	OPERATIONS		62.50				
	Invoice Net			62.50				
3667 INSIGHT DISTRIBUTING I	00001	INV	01/09/2025	0518597-IN		168360		
1 03475 8000	JUSTJUVDCT	HYGIENE		252.60				
	Invoice Net			252.60				
3667 INSIGHT DISTRIBUTING I	00001	INV	01/15/2025	0518950-IN		168623		
1 03475 8000	JUSTJUVDCT	HYGIENE		206.85				
	Invoice Net			206.85				
		CHECK TOTAL		521.95		-----		
3671 INTERMAX NETWORKS INC	00001	INV	01/31/2025	INV-00391506		168355		
1 00115 8950	TECHNOLOG	SOFTWARE		4,125.00				
	Invoice Net			4,125.00				

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TREASURER ACCT/WARRANT ACCT

WARRANT: BOC1625 01/15/2025

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
3671 INTERMAX NETWORKS INC	1 00115 8950	00001		INV	01/31/2025	INV-0383866	168357	
		TECHNOLOG		SOFTWARE		1,541.94		
		Invoice Net				1,541.94		
				CHECK TOTAL		5,666.94		-----
6036 ITW FOOD EQUIPMENT GRO	1 03462 7490	00000		INV	01/14/2025	36525844	168511	
		JAILKITCH		REPKITCH		870.43		
		Invoice Net				870.43		
				CHECK TOTAL		870.43		-----
5776 JESSICA JONES	1 03451 6440	00001		INV	01/14/2025	DEC24	168524	
		SHERCLCREC		TRAVEL		48.91		
		Invoice Net				48.91		
				CHECK TOTAL		48.91		-----
5691 KEITH JOHNSON	1 023 6450	00000		INV	01/06/2025	DEC24-3	168017	
		SOL WASTE		MILEAGE		75.17		
		Invoice Net				75.17		
				CHECK TOTAL		75.17		-----
6349 AMIE KOEHLER	1 03475 7710	00000		INV	01/15/2025	JAN25	168626	
		JUSTJUVDET		UNIFORMS		100.00		
		Invoice Net				100.00		
				CHECK TOTAL		100.00		-----
1335 LIFELOC TECHNOLOGIES	1 03453 8590	00001		INV	01/14/2025	408885	168483	
		SHERPATROL		EQUIPMENT		86.89		
		Invoice Net				86.89		
1335 LIFELOC TECHNOLOGIES	1 03453 8590	00001		CRM	01/14/2025	408855CR	168484	
		SHERPATROL		EQUIPMENT		-100.00		
		Invoice Net				-100.00		
1335 LIFELOC TECHNOLOGIES	1 03453 8590	00001		INV	01/14/2025	408797	168485	
		SHERPATROL		EQUIPMENT		132.89		
		Invoice Net				132.89		
1335 LIFELOC TECHNOLOGIES	1 03479 8590	00001		INV	01/14/2025	408492	168486	
		MARINE PTR		EQUIPMENT		898.69		
		Invoice Net				898.69		
				CHECK TOTAL		1,018.47		-----
1350 LIPPERT EXCAVATION AND	1 03410 8680	00001		INV	01/09/2025	24667	168340	
		JUSTBLDGS		SNOW REM		187.50		
		Invoice Net				187.50		
1350 LIPPERT EXCAVATION AND	1 01130 7400	00001		INV	02/01/2025	24662	168351	
		EXTOFFICE		REPGENER		80.00		
		Invoice Net				80.00		
				CHECK TOTAL		267.50		-----

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CASH ACCOUNT: 000 1002 TREASURER ACCT/WARRANT ACCT WARRANT: BOC1625 01/15/2025 DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
4433 MAJESTIC VIEW	1 047 8994	00001		INV	01/09/2025	Inv0348	168338	
		GRANT		DEMGRANTS		15,100.00		
		Invoice Net				15,100.00		
				CHECK TOTAL		15,100.00		-----
6002 ANTHONY MATLOCK	1 023 6450	00000		INV	01/06/2025	DEC24	168016	
		SOL WASTE		MILEAGE		20.44		
		Invoice Net				20.44		
				CHECK TOTAL		20.44		-----
2568 CONCEPT COMM CORP.	1 00115 8950	00000		INV	02/01/2025	151793	168568	
		TECHNOLOG		SOFTWARE		154.95		
		Invoice Net				154.95		
				CHECK TOTAL		154.95		-----
6342 ROBERT MINTZ	1 023 6450	00000		INV	01/06/2025	DEC24	168015	
		SOL WASTE		MILEAGE		42.55		
		Invoice Net				42.55		
				CHECK TOTAL		42.55		-----
6018 GENUINE PARTS COMPANY	1 03457 7040	00001		INV	01/09/2025	214641	168373	
		SHERAUTO		REPAIR		23.30		
		Invoice Net				23.30		
				CHECK TOTAL		23.30		-----
2320 NORTH 40 OUTFITTERS	1 03457 7040	00001		INV	01/15/2025	47312/B	168592	
		SHERAUTO		REPAIR		38.92		
		Invoice Net				38.92		
				CHECK TOTAL		38.92		-----
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	50692824DEC24	168269	
		LOCAL		OTHER UTIL		65.55		
		Invoice Net				65.55		
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	50698754DEC24	168272	
		LOCAL		OTHER UTIL		1,453.86		
		Invoice Net				1,453.86		
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	683422DEC24	168274	
		LOCAL		OTHER UTIL		147.62		
		Invoice Net				147.62		
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	683428DEC24	168275	
		LOCAL		OTHER UTIL		233.17		
		Invoice Net				233.17		
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	683430DEC24	168276	
		LOCAL		OTHER UTIL		246.57		
		Invoice Net				246.57		
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	683433DEC24	168277	
		LOCAL		OTHER UTIL		21.87		
		Invoice Net				21.87		

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WARRANT: BOC1625 01/15/2025

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	683435DEC24	168278	
		LOCAL		OTHER UTIL		155.90		
		Invoice Net				155.90		
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	50254250DEC24	168279	
		LOCAL		OTHER UTIL		88.02		
		Invoice Net				88.02		
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	50495215DEC24	168304	
		LOCAL		OTHER UTIL		79.13		
		Invoice Net				79.13		
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	50635335DEC24	168307	
		LOCAL		OTHER UTIL		62.10		
		Invoice Net				62.10		
2334 NORTHERN LIGHTS INC.	1 02381 6980	00001		INV	01/08/2025	50635602DEC24	168308	
		LOCAL		OTHER UTIL		201.85		
		Invoice Net				201.85		
		CHECK TOTAL				2,755.64		-----
3856 NORTHWEST POLYGRAPH SE	1 006 7110	00000		INV	01/07/2025	CR09-24-1210	168376	
		DISTCT		OTHER		650.00		
		Invoice Net				650.00		
		CHECK TOTAL				650.00		-----
2788 OXARC	1 02381 7330	00001		INV	01/08/2025	0061910367	168260	
		LOCAL		OPERATIONS		33.42		
		Invoice Net				33.42		
		CHECK TOTAL				33.42		-----
1453 PANHANDLE HEALTH DISTR	1 011 8750	00001		INV	01/14/2025	IN157	168475	
		HEALTH		CONTRMISC		128,449.00		
		Invoice Net				128,449.00		
		CHECK TOTAL				128,449.00		-----
1455 PANHANDLE SECURITY SER	1 03452 8590	00001		INV	01/14/2025	25-0001	168528	
		SHERDETECT		EQUIPMENT		3,318.00		
		Invoice Net				3,318.00		
		CHECK TOTAL				3,318.00		-----
6201 7B RESTAURANTS INC	1 006 8360	00001		INV	01/07/2025	12.19.2024 Jury	168323	
		DISTCT		JURY MEALS		125.75		
		Invoice Net				125.75		
		CHECK TOTAL				125.75		-----
3695 REDWOOD TOXICOLOGY LAB	1 00661 8830	00001		INV	01/15/2025	840843	168622	
		PROBSVCS		ADMISDNPRB		1,873.44		
		Invoice Net				1,873.44		
		CHECK TOTAL				1,873.44		-----

DETAIL INVOICE LIST

CASH ACCOUNT: 000 1002

TREASURER ACCT/WARRANT ACCT

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
3696 REDWOOD TOXICOLOGY LAB	1 010 7110	00001		INV	01/07/2025	015063202411	168377	
		CT INTERL		OTHER		36.99		
		Invoice Net				36.99		
3696 REDWOOD TOXICOLOGY LAB	1 00661 8830	00001		INV	01/15/2025	117101202412	168621	
		PROBSVCS		ADMISDNPRB		201.95		
		Invoice Net				201.95		
				CHECK TOTAL		238.94		-----
1530 RIVERSIDE HOTEL THE	1 004 6440	00001		INV	01/15/2025	405552	168564	
		ELECTIONS		TRAVEL		165.00		
		Invoice Net				165.00		
1530 RIVERSIDE HOTEL THE	1 004 6440	00001		INV	01/15/2025	405671	168569	
		ELECTIONS		TRAVEL		165.00		
		Invoice Net				165.00		
				CHECK TOTAL		330.00		-----
1593 ROYAL PRECISION MACHIN	1 00355 7420	00001		INV	01/14/2025	14242	168530	
		AIRSANDPT		REPEQUIP		140.00		
		Invoice Net				140.00		
				CHECK TOTAL		140.00		-----
768 FRIGGLE PICKLE LLC	1 00608 7710	00001		INV	01/07/2025	08971	168378	
		DISTCTSECU		UNIFORMS		345.00		
		Invoice Net				345.00		
				CHECK TOTAL		345.00		-----
4573 SCHULTZ, TERESA	1 004 6440	00000		INV	01/13/2025	JAN25	168434	
		ELECTIONS		TRAVEL		423.43		
		Invoice Net				423.43		
				CHECK TOTAL		423.43		-----
6334 SECURE COURT SOLUTIONS	1 010 7110	00001		INV	01/07/2025	P-100176	168161	
		CT INTERL		OTHER		465.00		
		Invoice Net				465.00		
6334 SECURE COURT SOLUTIONS	1 00661 8830	00001		INV	01/09/2025	P-100175	168363	
		PROBSVCS		ADMISDNPRB		496.00		
		Invoice Net				496.00		
6334 SECURE COURT SOLUTIONS	1 00661 7900	00001		INV	01/09/2025	P-100174	168364	
		PROBSVCS		CIG TAXC/O		240.00		
		Invoice Net				240.00		
				CHECK TOTAL		1,201.00		-----
2459 SELKIRK PRESS INC.	1 00123 7800	00000		INV	01/10/2025	21695	168413	
		PLANNING		PRINTING		234.53		
		Invoice Net				234.53		
				CHECK TOTAL		234.53		-----

DETAIL INVOICE LIST

CASH ACCOUNT: 000 1002 TREASURER ACCT/WARRANT ACCT WARRANT: BOC1625 01/15/2025 DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
2459 SELKIRK PRESS INC.	1 006 8340	00001		INV	01/07/2025	21676	168162	
		DISTCT		JURY OTHER		269.00		
		Invoice Net				269.00		
2459 SELKIRK PRESS INC.	1 00661 7110	00001		INV	01/09/2025	21660	168370	
		PROBSVCS		OTHER		45.00		
		Invoice Net				45.00		
2459 SELKIRK PRESS INC.	1 00101 6530	00001		INV	01/14/2025	21733	168554	
		CLERK		OFFICE		25.50		
		Invoice Net				25.50		
		CHECK TOTAL				339.50		-----
4925 SHS GRAD NIGHT	1 03472 7990	00001		INV	01/09/2025	JAN25	168347	
		JUSTSHER		49-418B Y		2,000.00		
		Invoice Net				2,000.00		
		CHECK TOTAL				2,000.00		-----
1646 SPECIALTY AUTO GLASS	1 024 6870	00001		INV	01/10/2025	I0081325	168433	
		TORT		INS - DEDU		373.65		
		Invoice Net				373.65		
		CHECK TOTAL				373.65		-----
1659 SPIRIT LAKE INDUSTRIAL	1 02381 6980	00001		INV	01/08/2025	50.0	168252	
		LOCAL		OTHER UTIL		50.00		
		Invoice Net				50.00		
		CHECK TOTAL				50.00		-----
3129 SUPER 1 FOODS	1 006 8360	00001		INV	01/07/2025	06-4220598	168325	
		DISTCT		JURY MEALS		40.06		
		Invoice Net				40.06		
		CHECK TOTAL				40.06		-----
4746 SYRINGA HEIGHTS WATER	1 02381 6980	00001		INV	01/08/2025	10227DEC24	168243	
		LOCAL		OTHER UTIL		58.00		
		Invoice Net				58.00		
		CHECK TOTAL				58.00		-----
3349 THOMSON REUTERS WEST P	1 03471 7790	00001		INV	01/13/2025	851272828	168444	
		JUST-CIVIL		LegalStw		3,972.15		
		Invoice Net				3,972.15		
		CHECK TOTAL				3,972.15		-----
3357 TIFCO INDUSTRIES	1 03457 7040	00001		INV	01/14/2025	72049550	168515	
		SHERAUTO		REPAIR		923.73		
		Invoice Net				923.73		
		CHECK TOTAL				923.73		-----
1670 TRAVELERS CL REMITTANC		00001		INV	01/09/2025	0108171317 S	168432	

DETAIL INVOICE LIST

CASH ACCOUNT: 000 1002

TREASURER ACCT/WARRANT ACCT

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
	1 024 6860	TORT		INS - BOND		325.00		
		Invoice Net				325.00		
						CHECK TOTAL	325.00	-----
5364 TRINITY SERVICES GROUP	00001	INV	01/09/2025			3028800239	168401	
1 03462 7630	JAILKITCH	FOOD				6,449.48		
	Invoice Net					6,449.48		
						CHECK TOTAL	6,449.48	-----
1682 TUCKER SNO CAT	00001	INV	01/13/2025			IN68992	168428	
1 036 7040	PLSNOW	REPAIR				2,910.13		
	Invoice Net					2,910.13		
						CHECK TOTAL	2,910.13	-----
1708 UNITED DATA SECURITY	00001	INV	01/09/2025			143134	168361	
1 00661 7110	PROBSVCS	OTHER				84.00		
	Invoice Net					84.00		
						CHECK TOTAL	84.00	-----
2474 VERIZON WIRELESS	00001	INV	01/15/2025			964370635JAN25	168624	
1 00661 6900	PROBSVCS	CELL PHONE				427.40		
2 03475 6900	JUSTJUDET	CELL PHONE				125.22		
	Invoice Net					552.62		
						CHECK TOTAL	552.62	-----
2924 WATERFRONT PROPERTY MA	00001	INV	01/14/2025			55325	168509	
1 03479 7000	MARINE PTR	GASOLINE				89.58		
	Invoice Net					89.58		
						CHECK TOTAL	89.58	-----
3568 WHITE CROSS PHARMACY	00001	INV	01/15/2025			BCJ 1231 2024	168603	
1 03461 8060	JAILDETENT	MEDICAL				337.25		
2 03461 8060	JAILDETENT	MEDICAL				81.61		
3 03461 8060	JAILDETENT	MEDICAL				17.09		
4 03461 8060	JAILDETENT	MEDICAL				48.04		
5 03461 8060	JAILDETENT	MEDICAL				30.28		
6 03461 8060	JAILDETENT	MEDICAL				35.21		
7 03461 8060	JAILDETENT	MEDICAL				61.27		
8 03461 8060	JAILDETENT	MEDICAL				409.72		
9 03461 8060	JAILDETENT	MEDICAL				16.78		
10 03461 8060	JAILDETENT	MEDICAL				17.06		
11 03461 8060	JAILDETENT	MEDICAL				19.02		
12 03461 8060	JAILDETENT	MEDICAL				15.27		
13 03461 8060	JAILDETENT	MEDICAL				29.45		
14 03461 8060	JAILDETENT	MEDICAL				72.07		
15 03461 8060	JAILDETENT	MEDICAL				74.05		
16 03461 8060	JAILDETENT	MEDICAL				32.82		

DETAIL INVOICE LIST

CASH ACCOUNT: 000 1002

TREASURER ACCT/WARRANT ACCT

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	VOUCHER	CHECK
	17 03461 8060	JAILDETENT		MEDICAL		31.21		
	18 03461 8060	JAILDETENT		MEDICAL		16.29		
	19 03461 8060	JAILDETENT		MEDICAL		17.65		
	20 03461 8060	JAILDETENT		MEDICAL		14.51		
	21 03461 8060	JAILDETENT		MEDICAL		14.51		
	22 03461 8060	JAILDETENT		MEDICAL		27.37		
	23 03461 8060	JAILDETENT		MEDICAL		15.64		
	24 03461 8060	JAILDETENT		MEDICAL		29.35		
	25 03461 8060	JAILDETENT		MEDICAL		60.23		
	26 03461 8060	JAILDETENT		MEDICAL		14.80		
		Invoice Net				1,538.55		
						CHECK TOTAL	1,538.55	-----
1742 WILLIAMS MARGARET R. P	00001 INV 01/09/2025					DEC24 Casa	168388	
1 03419 7300	PUBCASACFT CONFLICT					3,667.50		
	Invoice Net					3,667.50		
						CHECK TOTAL	3,667.50	-----
3599 YOKE'S	00001 INV 01/07/2025					03-2321232	168332	
1 006 8340	DISTCT JURY OTHER					33.00		
	Invoice Net					33.00		
3599 YOKE'S	00001 INV 01/07/2025					04-2600244	168333	
1 006 8340	DISTCT JURY OTHER					159.76		
	Invoice Net					159.76		
						CHECK TOTAL	192.76	-----
3599 YOKE'S	00002 INV 01/31/2025					32310765	168590	
1 00114 6670	EXTWKSHP OTHER					60.28		
	Invoice Net					60.28		
						CHECK TOTAL	60.28	-----
5284 NORTHWEST FIBER LLC	00001 INV 01/08/2025					208-197-1750JAN25	168337	
1 00823 6920	911TECH TELEPHONE					325.00		
	Invoice Net					325.00		
5284 NORTHWEST FIBER LLC	00001 INV 01/14/2025					208-189-0226JAN25	168476	
1 00115 6920	TECHNOLOG TELEPHONE					330.00		
	Invoice Net					330.00		
5284 NORTHWEST FIBER LLC	00001 INV 01/14/2025					208-263-0644JAN25	168477	
1 00115 6920	TECHNOLOG TELEPHONE					62.59		
	Invoice Net					62.59		
						CHECK TOTAL	717.59	-----
181 INVOICES				WARRANT TOTAL		319,642.12	319,642.12	

WARRANT SUMMARY

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
001	00101	CLERK 001-01-00-000-6530-	SUPPLIES - OFFICE 25.50	7,472.22
001	00101	CLERK 001-01-00-000-7410-	REPAIRS/MAINT - OFFICE 38.69	7,472.22
001	00114	EXTENSION WORKSHOP 001-13-14-000-6670-	SUPPLIES - OTHER 60.28	2,626.45
001	00115	TECHNOLOGY 001-15-00-000-6920-	UTILITIES - TELEPHONE 392.59	-26,584.46
001	00115	TECHNOLOGY 001-15-00-000-8950-	SOFTWARE AND SOFTWARE S 5,821.89	-26,584.46
001	00116	INDIGENT 001-16-00-000-8940-	COMPUTER - SUPPORT & U 725.00	.00
001	00118	GENERAL FUND EXPEN 001-18-00-000-6930-	UTILITIES - ELECTRICIT 2,303.33	171,210.85
001	00118	GENERAL FUND EXPEN 001-18-00-000-6980-	UTILITIES - OTHER 694.11	171,210.85
001	00118	GENERAL FUND EXPEN 001-18-00-000-7860-	MISCELLANEOUS EXPENSES 60.00	171,210.85
001	00123	PLANNING 001-23-00-000-6760-	LEGAL PUBLICATIONS 642.09	20,234.47
001	00123	PLANNING 001-23-00-000-7260-	PROF. SVCS - ENGINEERI 80.00	20,234.47
001	00123	PLANNING 001-23-00-000-7800-	PRINTING 234.53	20,234.47
001	00124	GIS 001-24-00-000-6530-	SUPPLIES - OFFICE 31.43	34,532.95
001	01110	EMERGENCY MANAGEME 001-11-00-000-7000-	VEHICLES - FUEL, GASOL 164.07	3,425.52
001	01130	EXTENSION OFFICE 001-13-00-000-6500-	EDUCATION - BOOKS, MAN 2.10	2,626.45
001	01130	EXTENSION OFFICE 001-13-00-000-6520-	DUES/MEMBERSHIP/LICENS 65.00	2,626.45
001	01130	EXTENSION OFFICE 001-13-00-000-6530-	SUPPLIES - OFFICE 80.10	2,626.45
001	01130	EXTENSION OFFICE 001-13-00-000-6790-	COPY MACHINE USE/MAINT 49.38	2,626.45
001	01130	EXTENSION OFFICE 001-13-00-000-7400-	MAINTENANCE - GENERAL 80.00	2,626.45
001	01130	EXTENSION OFFICE 001-13-00-000-9350-	CAPITAL - LEASE EXPEND 185.00	84.00
FUND TOTAL			11,735.09	
003	00355	AIRPORT - SANDPOIN 003-55-00-000-7420-	REPAIRS/MAINT - EQUIPM 249.63	4,783.76
003	00356	AIRPORT - PRIEST R 003-56-00-000-7430-	REPAIRS/MAINT - BLDGS/ 475.00	398.77
FUND TOTAL			724.63	
004	004	ELECTIONS 004-00-00-000-6440-	TRAVEL 753.43	99,973.69
004	004	ELECTIONS 004-00-00-000-7420-	REPAIRS/MAINT - EQUIPM 4,264.66	99,973.69
004	004	ELECTIONS 004-00-00-000-7690-	ADVERTISING 755.36	99,973.69
004	004	ELECTIONS 004-00-00-000-9350-	CAPITAL - LEASE EXPEND 149.00	.00
FUND TOTAL			5,922.45	
006	006	DISTRICT COURT 006-00-00-000-6530-	SUPPLIES - OFFICE 738.10	12,985.50
006	006	DISTRICT COURT 006-00-00-000-7100-	PROF. SVCS - LEGAL 5,428.50	12,985.50
006	006	DISTRICT COURT 006-00-00-000-7110-	PROF. SVCS - OTHER 5,439.31	12,985.50
006	006	DISTRICT COURT 006-00-00-000-7290-	PROF. SVCS - COURT ASS 160.00	12,985.50
006	006	DISTRICT COURT 006-00-00-000-7410-	REPAIRS/MAINT - OFFICE 191.43	12,985.50
006	006	DISTRICT COURT 006-00-00-000-7430-	REPAIRS/MAINT - BLDGS/ 406.70	12,985.50
006	006	DISTRICT COURT 006-00-00-000-7860-	MISCELLANEOUS EXPENSES 150.00	12,985.50
006	006	DISTRICT COURT 006-00-00-000-8340-	JURY - OTHER 461.76	12,985.50
006	006	DISTRICT COURT 006-00-00-000-8360-	JURY - MEALS 165.81	12,985.50
006	006	DISTRICT COURT 006-00-00-000-9350-	CAPITAL - LEASE EXPEND 38.47	576.83
006	00608	DISTRICT CT - CT S 006-00-08-000-7710-	UNIFORMS 345.00	12,985.50
006	00661	PROBATION SERVICES 006-61-00-000-6900-	UTILITIES - CELLULAR T 427.40	60,003.75
006	00661	PROBATION SERVICES 006-61-00-000-7110-	PROF. SVCS - OTHER 254.00	60,003.75
006	00661	PROBATION SERVICES 006-61-00-000-7410-	REPAIRS/MAINT - OFFICE 134.77	60,003.75

WARRANT SUMMARY

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
006	00661	PROBATION SERVICES 006-61-00-000-7900-	CIGARETTE TAX CARRYOVE	1,365.00	60,003.75
006	00661	PROBATION SERVICES 006-61-00-000-8830-	ADULT AL/DRUG MISD PRO	2,571.39	60,003.75
		FUND TOTAL	18,277.64		
008	00823	911 TECHNOLOGY 008-00-23-000-6920-	UTILITIES - TELEPHONE	325.00	10,412.46
		FUND TOTAL	325.00		
010	010	COURT INTERLOCK DE 010-00-00-000-7110-	PROF. SVCS - OTHER	1,041.99	12.72
		FUND TOTAL	1,041.99		
011	011	HEALTH DISTRICT 011-00-00-000-8750-	CONTRACTS - MISC	128,449.00	.00
		FUND TOTAL	128,449.00		
023	023	SOLID WASTE 023-00-00-000-6450-	TRAVEL - MILEAGE	138.16	49,496.99
023	023	SOLID WASTE 023-00-00-000-7000-	VEHICLES - FUEL, GASOL	439.04	49,496.99
023	023	SOLID WASTE 023-00-00-000-7040-	VEHICLES - REPAIR/MAIN	525.32	49,496.99
023	02381	SW - LOCAL 023-00-81-000-6980-	UTILITIES - OTHER	3,353.43	49,496.99
023	02381	SW - LOCAL 023-00-81-000-7330-	OPERATIONS	95.92	49,496.99
		FUND TOTAL	4,551.87		
024	024	TORT 024-00-00-000-6860-	INSURANCE - BONDS	325.00	233,810.17
024	024	TORT 024-00-00-000-6870-	INSURANCE - DEDUCTIBLE	2,258.22	233,810.17
		FUND TOTAL	2,583.22		
030	030	PARKS & RECREATION 030-00-00-000-7710-	UNIFORMS	12.95	5,390.93
		FUND TOTAL	12.95		
034	03401	JUSTICE - CLERKS 034-01-00-000-7410-	REPAIRS/MAINT - OFFICE	31.31	7,155.63
034	03410	JUSTICE - BLDGS & 034-10-00-000-8680-	CONTRACTS - SNOW REMOV	187.50	32,788.91
034	03419	PUB DEFENDER - CAS 034-74-19-000-7300-	PROF. SVCS - CONFLICT	3,667.50	19,420.54
034	03450	SHERIFF - ADMINIST 034-72-50-000-7430-	REPAIRS/MAINT - BLDGS/	68.75	96,628.56
034	03451	SHERIFF - CLERICAL 034-72-51-000-6440-	TRAVEL	48.91	96,628.56
034	03451	SHERIFF - CLERICAL 034-72-51-000-6530-	SUPPLIES - OFFICE	72.36	96,628.56
034	03452	SHERIFF - DETECTIV 034-72-52-000-8590-	EQUIPMENT	3,318.00	96,628.56
034	03453	SHERIFF - PATROL 034-72-53-000-8590-	EQUIPMENT	119.78	96,628.56
034	03454	SHERIFF - SEARCH & 034-72-54-000-8590-	EQUIPMENT	859.80	96,628.56
034	03457	SHERIFF - AUTO SHO 034-72-57-000-7040-	VEHICLES - REPAIR/MAIN	2,118.30	96,628.56
034	03457	SHERIFF - AUTO SHO 034-72-57-000-8650-	TOOLS & SMALL EQUIPMEN	71.92	96,628.56
034	03461	JAIL - DETENTION 034-78-61-000-6480-	TRAVEL - PRISONER TRAN	75.26	130,426.82
034	03461	JAIL - DETENTION 034-78-61-000-6830-	BACKGROUND CHECKS	33.00	130,426.82
034	03461	JAIL - DETENTION 034-78-61-000-7110-	PROF. SVCS - OTHER	242.00	130,426.82
034	03461	JAIL - DETENTION 034-78-61-000-8060-	MEDICAL	9,194.77	130,426.82

WARRANT SUMMARY

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
034	03462	JAIL - KITCHEN 034-78-62-000-7490-	REPAIRS/MAINT - KITCHEN	870.43 130,426.82
034	03462	JAIL - KITCHEN 034-78-62-000-7630-	FOOD	6,449.48 130,426.82
034	03471	JUSTICE - CIVIL LI 034-71-00-000-7790-	Legal Software	3,972.15 44,095.81
034	03472	JUSTICE - SHERIFF 034-72-00-000-7990-	49-418B SHERIFF/YOUTH	2,000.00 96,628.56
034	03473	JUSTICE - PROSECUT 034-73-00-000-7410-	REPAIRS/MAINT - OFFICE	88.03 46,380.41
034	03475	JUSTICE - JUVENILE 034-75-00-000-6900-	UTILITIES - CELLULAR T	125.22 335.35
034	03475	JUSTICE - JUVENILE 034-75-00-000-7420-	REPAIRS/MAINT - EQUIPM	875.00 335.35
034	03475	JUSTICE - JUVENILE 034-75-00-000-7430-	REPAIRS/MAINT - BLDGS/	840.00 335.35
034	03475	JUSTICE - JUVENILE 034-75-00-000-7710-	UNIFORMS	100.00 335.35
034	03475	JUSTICE - JUVENILE 034-75-00-000-8000-	HYGIENE	459.45 335.35
034	03479	JUSTICE - MARINE P 034-79-00-000-7000-	VEHICLES - FUEL, GASOL	89.58 -463.96
034	03479	JUSTICE - MARINE P 034-79-00-000-7040-	VEHICLES - REPAIR/MAIN	44.49 -463.96
034	03479	JUSTICE - MARINE P 034-79-00-000-8590-	EQUIPMENT	936.67 -463.96
034	34180	JUSTICE - GENERAL 034-18-00-000-8800-	CONTRACTS - ILETS	18,762.50 930,851.28
FUND TOTAL			55,722.16	
036	036	PRIEST LAKE SNOWMO 036-00-00-000-7010-	VEHICLES - FUEL, DIESE	641.24 22,295.71
036	036	PRIEST LAKE SNOWMO 036-00-00-000-7040-	VEHICLES - REPAIR/MAIN	2,910.13 22,295.71
FUND TOTAL			3,551.37	
047	047	GRANTS 047-00-00-000-8994-	EMERGENCY MNGT GRANTS	15,316.25 695,601.83
FUND TOTAL			15,316.25	
082	082	SELF INSURED MEDIC 082-00-00-000-6155-	SELF INSURED ADMIN FEE	70,656.30 -873,653.11
082	082	SELF INSURED MEDIC 082-00-00-000-6158-	COBRA ADMIN FEES & CLA	772.20 .00
FUND TOTAL			71,428.50	
WARRANT SUMMARY TOTAL			319,642.12	
GRAND TOTAL			319,642.12	

WARRANT LIST BY VOUCHER

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
167944	5496	CONNELL OIL INCORPORATED	CL20298		INV	01/03/2025	246.26	SW FUEL
167950	4318	COMPASS MECHANICAL CONSULTI	6269		INV	01/03/2025	509.33	SW SW008 EXHAUST GAS T
167959	3667	INSIGHT DISTRIBUTING INC	0518625		INV	01/03/2025	62.50	SW PAPER TOWELS
167962	2592	CO-OP GAS AND SUPPLY CO	84225DEC24		INV	01/03/2025	380.32	EM FUEL DEC24
167963	2592	CO-OP GAS AND SUPPLY CO	84483DEC24		INV	01/03/2025	192.78	SW FUEL DEC24
168014	2592	CO-OP GAS AND SUPPLY CO	45273		INV	01/06/2025	15.99	SW SNOW BRUSH
168015	6342	ROBERT MINTZ	DEC24		INV	01/06/2025	42.55	SW TRAVEL MILEAGE
168016	6002	ANTHONY MATLOCK	DEC24		INV	01/06/2025	20.44	SW TRAVEL MILEAGE
168017	5691	KEITH JOHNSON	DEC24-3		INV	01/06/2025	75.17	SW TRAVEL MILEAGE
168134	4960	ACCESS	11340410		INV	01/07/2025	1,214.31	File Storage
168161	6334	SECURE COURT SOLUTIONS LLC	P-100176		INV	01/07/2025	465.00	December Cam Bracelet
168162	2459	SELKIRK PRESS INC.	21676		INV	01/07/2025	269.00	#10 Window Envelopes
168163	966	CANON USA INC	6010344282		INV	01/07/2025	11.76	Copier Maintenance Cou
168164	966	CANON USA INC	6010330727		INV	01/07/2025	14.06	Copier Maintenance Mag
168165	3221	FEATHERSTON LAW FIRM	65505		INV	01/07/2025	88.50	Attorney Fees CV09-23-
168170	16	ABSOLUTE DRUG TESTING LLC	10552		INV	01/07/2025	540.00	Drug Testing
168171	1817	ALSCO	LSP02801786		INV	01/07/2025	203.35	Entry Mat Maintenance
168172	34	AFCC	259978		INV	01/07/2025	160.00	AFCC Membership-Janet
168202	1817	ALSCO	LSP02798034		INV	01/07/2025	203.35	Entry Mat Maintenance
168203	965	CANON FINANCIAL SERVICES IN	37059349		INV	01/07/2025	38.47	Copier Lease Courtroom
168204	966	CANON USA INC	6010229836		INV	01/07/2025	5.21	Copier Maintenance Cou
168243	4746	SYRINGA HEIGHTS WATER DIST	10227DEC24		INV	01/08/2025	58.00	SW UPLAND WATER
168252	1659	SPIRIT LAKE INDUSTRIAL PARK	50.0		INV	01/08/2025	50.00	SW BLANCHARD WATER
168260	2788	OXARC	0061910367		INV	01/08/2025	33.42	SW CYLINDER RENTAL DEC
168264	1900	AVISTA UTILITIES	3067800000DEC24		INV	01/08/2025	489.79	SW CLARK FORK ELECTRIC

WARRANT LIST BY VOUCHER

WARRANT: BOC1625 01/15/2025

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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
168269	2334	NORTHERN LIGHTS INC.	50692824DEC24		INV	01/08/2025	65.55	SW MIDWAY ELECTRICITY
168272	2334	NORTHERN LIGHTS INC.	50698754DEC24		INV	01/08/2025	1,453.86	SW TIPPING FLOOR ELECT
168274	2334	NORTHERN LIGHTS INC.	683422DEC24		INV	01/08/2025	147.62	SW COLBURN ELECTRICITY
168275	2334	NORTHERN LIGHTS INC.	683428DEC24		INV	01/08/2025	233.17	SW COLBURN ELECTRICITY
168276	2334	NORTHERN LIGHTS INC.	683430DEC24		INV	01/08/2025	246.57	SW DICKENSHEET ELECTRI
168277	2334	NORTHERN LIGHTS INC.	683433DEC24		INV	01/08/2025	21.87	SW GARFIELD BAY YARD L
168278	2334	NORTHERN LIGHTS INC.	683435DEC24		INV	01/08/2025	155.90	SW COLBURN HAZMAT ELEC
168279	2334	NORTHERN LIGHTS INC.	50254250DEC24		INV	01/08/2025	88.02	SW GARFIELD BAY ELECTR
168304	2334	NORTHERN LIGHTS INC.	50495215DEC24		INV	01/08/2025	79.13	SW PRATER ELECTRICITY
168307	2334	NORTHERN LIGHTS INC.	50635335DEC24		INV	01/08/2025	62.10	SW CAREYWOOD ELECTRICI
168308	2334	NORTHERN LIGHTS INC.	50635602DEC24		INV	01/08/2025	201.85	SW DUFORT ELECTRICITY
168319	966	CANON USA INC	6010150369		INV	01/07/2025	82.74	Copier Maintenance Dis
168320	966	CANON USA INC	6010151128		INV	01/07/2025	77.66	Copier Maintenance Cle
168321	2631	HANGER PHILIP A. PH.D.	BON121824AG		INV	01/07/2025	1,943.75	Evaluation CR09-24-523
168322	2631	HANGER PHILIP A. PH.D.	BON121824JS		INV	01/07/2025	1,631.25	Evaluation CR09-24-490
168323	6201	7B RESTAURANTS INC	12.19.2024 Jury		INV	01/07/2025	125.75	Jury Meal 12.19.2024
168325	3129	SUPER 1 FOODS	06-4220598		INV	01/07/2025	40.06	Jury food 12.19.2024
168332	3599	YOKE'S	03-2321232		INV	01/07/2025	33.00	Cups
168333	3599	YOKE'S	04-2600244		INV	01/07/2025	159.76	cases cups, creamers
168337	5284	NORTHWEST FIBER LLC	208-197-1750JAN25		INV	01/08/2025	325.00	9-1-1 CIRCUITS
168338	4433	MAJESTIC VIEW	Inv0348		INV	01/09/2025	15,100.00	EM Bonfire Rogstad-01-
168340	1350	LIPPERT EXCAVATION AND PIPE	24667		INV	01/09/2025	187.50	FAC JUVY SNOW REMOVAL/
168344	4700	AMAZON CAPITAL SERVICES INC	1V7V-H4RG-FY96		INV	01/09/2025	48.50	A/C Filter
168346	4700	AMAZON CAPITAL SERVICES INC	1YV9-6J3V-FDXP		INV	01/09/2025	55.62	GeI Pens

WARRANT LIST BY VOUCHER

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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
168347	4925	SHS GRAD NIGHT	JAN25		INV	01/09/2025	2,000.00	SHS Grad Night 2025 Do
168348	1951	BONNER COUNTY ROAD & BRIDGE	JAN25		INV	01/09/2025	734.57	CLAIM # 202412120580
168349	839	STATE TAX COMMISSION	SalesTaxJulDec2024		INV	01/09/2025	2.10	Collected sales tax fo
168350	4700	AMAZON CAPITAL SERVICES INC	171Q-D6KP-G1H6		INV	02/01/2025	80.10	Office calendars, disp
168351	1350	LIPPERT EXCAVATION AND PIPE	24662		INV	02/01/2025	80.00	December Snow Removal
168352	1962	CORPORATE PAYMENT SYSTEMS	6576Dec2024		INV	01/21/2025	65.00	Extension Professional
168354	222	CLYDE'S TOWING LLC	13226		INV	01/09/2025	1,150.00	CLAIM # 202501049809
168355	3671	INTERMAX NETWORKS INC	INV-00391506		INV	01/31/2025	4,125.00	JSTORMS-Intermax-Busin
168356	3242	FIRE PROTECTION SPECIALISTS	18866		INV	01/09/2025	420.00	Annual Monitoring 2024
168357	3671	INTERMAX NETWORKS INC	INV-0383866		INV	01/31/2025	1,541.94	JSTORMS-Intermax-Busin
168359	3242	FIRE PROTECTION SPECIALISTS	22700		INV	01/09/2025	420.00	Annual Monitoring 2025
168360	3667	INSIGHT DISTRIBUTING INC	0518597-IN		INV	01/09/2025	252.60	Gloves/Tissue/Towels
168361	1708	UNITED DATA SECURITY	143134		INV	01/09/2025	84.00	Document Shredding
168363	6334	SECURE COURT SOLUTIONS LLC	P-100175		INV	01/09/2025	496.00	SCRAM Monitoring
168364	6334	SECURE COURT SOLUTIONS LLC	P-100174		INV	01/09/2025	240.00	GPS Monitoring
168366	5698	ALTIS COUNSELING ASSOCIATES	43022		INV	01/09/2025	500.00	L.A. Counseling
168368	5698	ALTIS COUNSELING ASSOCIATES	43021		INV	01/09/2025	500.00	J.C. Individual Counse
168369	5698	ALTIS COUNSELING ASSOCIATES	42977		INV	01/09/2025	125.00	W.N. Counseling
168370	2459	SELKIRK PRESS INC.	21660		INV	01/09/2025	45.00	Stultz- Business Cards
168372	966	CANON USA INC	6010383333		INV	01/09/2025	134.77	Copier Maintenance and
168373	6018	GENUINE PARTS COMPANY	214641		INV	01/09/2025	23.30	wipers
168374	1089	DIRECT AUTOMOTIVE DISTRIBUT	01IG5286		INV	01/09/2025	47.11	Oxygen Sensor
168376	3856	NORTHWEST POLYGRAPH SERVICE	CR09-24-1210		INV	01/07/2025	650.00	Polygraph CR09-24-1210
168377	3696	REDWOOD TOXICOLOGY LABORATO	015063202411		INV	01/07/2025	36.99	Drug Testing
168378	768	FRIGGLE PICKLE LLC	08971		INV	01/07/2025	345.00	Shirts, badges

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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
168379	4700	AMAZON CAPITAL SERVICES INC	1146-HJDG-FGCX		INV	01/07/2025	738.10	Labels, clorox wipes, ri
168380	2997	ELSAESSER ANDERSON CHTD	18159		INV	01/09/2025	1,125.00	Attorney Fees CV09-24-
168381	2997	ELSAESSER ANDERSON CHTD	18142		INV	01/09/2025	660.00	Attorney Fees CV09-23-
168383	2997	ELSAESSER ANDERSON CHTD	18155		INV	01/09/2025	690.00	Attorney Fees CV09-24-
168384	2997	ELSAESSER ANDERSON CHTD	18144		INV	01/09/2025	1,905.00	Attorney Fees CV09-24-
168386	1953	BONNER GENERAL HEALTH	SPGX4799		INV	01/09/2025	55.63	ER Dept Visit - SR
168387	2997	ELSAESSER ANDERSON CHTD	18129		INV	01/09/2025	960.00	Attorney Fees CV09-23-
168388	1742	WILLIAMS MARGARET R. PLLC	DEC24 Casa		INV	01/09/2025	3,667.50	Misc Casa cases
168389	1953	BONNER GENERAL HEALTH	SPGX4599		INV	01/09/2025	326.18	Pharmacy, ER Dept Visi
168390	1953	BONNER GENERAL HEALTH	SPGX5287		INV	01/09/2025	94.70	ER Dept Visit - JM
168391	1953	BONNER GENERAL HEALTH	SPGX5288		INV	01/09/2025	101.68	CT Head/Brain, CT face
168392	1953	BONNER GENERAL HEALTH	SPGX5132		INV	01/09/2025	513.58	CT Head/Brain, Face, N
168393	1953	BONNER GENERAL HEALTH	SPGX2390		INV	01/09/2025	101.11	Electrocardiogram, ER
168394	1953	BONNER GENERAL HEALTH	SPGX2022		INV	01/09/2025	68.26	CT Angiography Chest -
168395	1953	BONNER GENERAL HEALTH	SPGX1967		INV	01/09/2025	758.81	IV, Metabolic Panel, C
168396	1953	BONNER GENERAL HEALTH	SPGX2393		INV	01/09/2025	6.67	Xray Exam of Elbow - P
168397	1953	BONNER GENERAL HEALTH	SPGX3405		INV	01/09/2025	55.63	ER Dept Visit - PR
168398	1953	BONNER GENERAL HEALTH	SPGX2212		INV	01/09/2025	352.22	Pharmacy, Prosthetic D
168399	1953	BONNER GENERAL HEALTH	SPGX5331		INV	01/09/2025	23.22	IV, Metabolic Panel, C
168400	1953	BONNER GENERAL HEALTH	SPGX5602		INV	01/09/2025	15.85	IV, Hemoglobin Glycosy
168401	5364	TRINITY SERVICES GROUP INC	3028800239		INV	01/09/2025	6,449.48	Inmate/Juvenile Meals
168403	3830	BONNER COUNTY DAILY BEE	0000029981-12042024		INV	01/10/2025	69.29	Legal publication #657
168404	3830	BONNER COUNTY DAILY BEE	0000030710-12062024		INV	01/10/2025	70.06	Legal publication #663
168405	3830	BONNER COUNTY DAILY BEE	0000030789-12102024		INV	01/10/2025	86.23	Legal publication #663

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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
168406	3830	BONNER COUNTY DAILY BEE	0000030907-12132024		INV	01/10/2025	63.13	Legal publication #664
168407	3830	BONNER COUNTY DAILY BEE	0000031020-12172024		INV	01/10/2025	69.29	Legal publication #665
168408	3830	BONNER COUNTY DAILY BEE	0000031068-12192024		INV	01/10/2025	57.74	Legal publication #665
168409	3830	BONNER COUNTY DAILY BEE	0000031081-12192024		INV	01/10/2025	60.05	Legal publication #665
168410	3830	BONNER COUNTY DAILY BEE	0000031179-12242024		INV	01/10/2025	83.92	Legal publication #666
168411	3830	BONNER COUNTY DAILY BEE	0000031306-12312024		INV	01/10/2025	82.38	Legal publication #666
168412	5469	BONNER COUNTY ENGINEERING	BLP2024-0817		INV	01/10/2025	80.00	Professional engineeri
168413	2459	SELKIRK PRESS INC.	21695		INV	01/10/2025	234.53	Letterhead envelopes
168420	209	CLEARWATER SPRINGS	115998Dec24		INV	01/10/2025	31.43	water
168426	2127	BURNETT ELECTRIC INC	12-24		INV	01/13/2025	475.00	PRIEST RIVER ELECTRICA
168427	186	CINTAS CORPORATION #606	4216996837.2		INV	01/13/2025	12.95	Uniform
168428	1682	TUCKER SNO CAT	IN68992		INV	01/13/2025	2,910.13	Groomer Parts
168429	2544	COLEMAN OIL COMPANY	INV-253014		INV	01/13/2025	152.74	Fuel
168430	2544	COLEMAN OIL COMPANY	INV-253229		INV	01/07/2025	112.72	Fuel
168431	2544	COLEMAN OIL COMPANY	INV-251635		INV	01/07/2025	375.78	Fuel
168432	1670	TRAVELERS CL REMITTANCE CEN	0108171317 S		INV	01/09/2025	325.00	2025 COMMISSIONER BOND
168433	1646	SPECIALTY AUTO GLASS	I0081325		INV	01/10/2025	373.65	CLAIM # 202412108867
168434	4573	SCHULTZ, TERESA	JAN25		INV	01/13/2025	423.43	Travel to/from Electio
168442	966	CANON USA INC	6010476590		INV	01/13/2025	88.03	Ser. #JWH02449 Inv. #
168444	3349	THOMSON REUTERS WEST PAYMEN	851272828		INV	01/13/2025	3,972.15	Acct. #1000221607 -Sub
168466	4700	AMAZON CAPITAL SERVICES INC	1CWW-1F7D-R7P3		INV	01/14/2025	37.98	Portable Corded work L
168471	4960	ACCESS	11340425		INV	01/14/2025	210.00	DECEMBER 2024 SHRED SE
168472	1900	AVISTA UTILITIES	8555200000JAN25		INV	01/14/2025	2,772.53	COURTHOUSE 215 S FIRST
168473	966	CANON USA INC	6010482761		INV	01/14/2025	31.31	GQM64536/AV0PM COPIER
168474	966	CANON USA INC	6010480917		INV	01/14/2025	38.69	GPQ63286/AV0PH COPIER

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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
168475	1453	PANHANDLE HEALTH DISTRICT 1	IN157		INV	01/14/2025	128,449.00	2ND QUARTER FY2025 APP
168476	5284	NORTHWEST FIBER LLC	208-189-0226JAN25		INV	01/14/2025	330.00	SHERIFF DATA LINES
168477	5284	NORTHWEST FIBER LLC	208-263-0644JAN25		INV	01/14/2025	62.59	COURT CLERKS CC MACHIN
168482	1089	DIRECT AUTOMOTIVE DISTRIBUT	01IG8155		INV	01/14/2025	342.44	Batteries
168483	1335	LIFELOC TECHNOLOGIES	408885		INV	01/14/2025	86.89	Bench Fee
168484	1335	LIFELOC TECHNOLOGIES	408855CR		CRM	01/14/2025	-100.00	Trade In Discount
168485	1335	LIFELOC TECHNOLOGIES	408797		INV	01/14/2025	132.89	Factory Diagnostic
168486	1335	LIFELOC TECHNOLOGIES	408492		INV	01/14/2025	898.69	Portable Breath Tester
168487	4700	AMAZON CAPITAL SERVICES INC	1XC9-HH3L-LMT7		INV	01/14/2025	44.49	Machine Polish
168488	1089	DIRECT AUTOMOTIVE DISTRIBUT	01IG6294		INV	01/14/2025	6.21	Bosch Clear Advantage
168489	4700	AMAZON CAPITAL SERVICES INC	1HW3-6T1Q-WT1H		INV	01/14/2025	6.76	Tab Dividers
168490	1089	DIRECT AUTOMOTIVE DISTRIBUT	01IG6786		INV	01/14/2025	229.62	A/C Condenser
168491	3816	HART INTERCIVIC INC	098033		INV	01/14/2025	4,020.00	Ext. Warranty Touchwri
168492	80	ALPINE FIRE PROTECTION	7374		INV	01/14/2025	242.00	Service Call, Service
168494	1089	DIRECT AUTOMOTIVE DISTRIBUT	01IG6988		INV	01/14/2025	2.81	Eng Oil Retainer
168498	965	CANON FINANCIAL SERVICES IN	37712822		INV	01/14/2025	393.66	Contract & Usage Charg
168499	343	GEYMAN TROY DR.	DEC2024		INV	01/14/2025	4,025.00	Inmate/Juvenile Sick H
168505	3830	BONNER COUNTY DAILY BEE	0000031052-12262024		INV	01/14/2025	755.36	Publishing of 2025 Ele
168509	2924	WATERFRONT PROPERTY MANAGEM	55325		INV	01/14/2025	89.58	Marine Fuel
168511	6036	ITW FOOD EQUIPMENT GROUP LL	36525844		INV	01/14/2025	870.43	Dishwasher Parts & Lab
168513	290	EAN SERVICES LLC	37855679		INV	01/14/2025	75.26	Rental car for inmate
168515	3357	TIFCO INDUSTRIES	72049550		INV	01/14/2025	923.73	Towels, Grease Gun, Gr
168516	1888	AUDIOLOGY RESEARCH ASSOC.	114005		INV	01/14/2025	33.00	Pre-employment hearing
168517	4700	AMAZON CAPITAL SERVICES INC	1HDL-9DV3-WX46		INV	01/14/2025	9.98	Wall Calendar

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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
168518	4700	AMAZON CAPITAL SERVICES INC	11JD-DVN9-KVRJ		INV	01/14/2025	859.80	Radios, Avalanche Tran
168519	5702	INDIGENT HEALTHCARE SOLUTIO	79045		INV	01/14/2025	725.00	License Fee February 2
168524	5776	JESSICA JONES	DEC24		INV	01/14/2025	48.91	Fuel Reimbursement for
168528	1455	PANHANDLE SECURITY SERVICES	25-0001		INV	01/14/2025	3,318.00	Sig Sauer P365 Legion
168530	1593	ROYAL PRECISION MACHINING	14242		INV	01/14/2025	140.00	PINS
168534	2103	BROWN'S NORTHSIDE	5164591		INV	01/14/2025	109.63	FILTERS
168552	3636	IDAHO STATE POLICE	IN3156		INV	01/14/2025	18,762.50	ILETS Access Fee/User
168554	2459	SELKIRK PRESS INC.	21733		INV	01/14/2025	25.50	100 BUSINESS CARDS FOR
168556	1900	AVISTA UTILITIES	1155230000JAN25		INV	01/14/2025	224.91	BLUE LAKE GRANGE HALL
168564	1530	RIVERSIDE HOTEL THE	405552		INV	01/15/2025	165.00	M. ROSEDALE - ELECTION
168568	2568	CONCEPT COMM CORP.	151793		INV	02/01/2025	154.95	JSTORMS-MiFiber-PRDMV-
168569	1530	RIVERSIDE HOTEL THE	405671		INV	01/15/2025	165.00	T. SCHULTZ ELECTION CO
168578	1089	DIRECT AUTOMOTIVE DISTRIBUT	01IG8798		INV	01/15/2025	455.66	Connector Kit, Starter
168580	1953	BONNER GENERAL HEALTH	SPGX9945		INV	01/15/2025	925.25	Pharmacy, Metabolic Pa
168583	1953	BONNER GENERAL HEALTH	SPGY0141		INV	01/15/2025	101.11	Electrocardiogram, ER
168585	1953	BONNER GENERAL HEALTH	SPGY0142		INV	01/15/2025	131.32	CT angiography Head/Ne
168588	965	CANON FINANCIAL SERVICES IN	37712814		INV	02/12/2025	234.38	Contract Charge & Mete
168590	3599	YOKE'S	32310765		INV	01/31/2025	60.28	Pesticide workshop ref
168592	2320	NORTH 40 OUTFITTERS	47312/B		INV	01/15/2025	38.92	De-icer spray, Snow br
168593	2592	CO-OP GAS AND SUPPLY CO	83769		INV	01/15/2025	21.88	Weld Stl, Blk vinyl To
168599	2592	CO-OP GAS AND SUPPLY CO	70498		INV	01/15/2025	37.56	Bag of rags, battttery,
168600	2592	CO-OP GAS AND SUPPLY CO	46118		INV	01/15/2025	12.48	Grommet, Paracord
168603	3568	WHITE CROSS PHARMACY	BCJ 1231 2024		INV	01/15/2025	1,538.55	Inmate Medications Dec
168604	4700	AMAZON CAPITAL SERVICES INC	1YQV-7QWY-RDGG		INV	01/15/2025	8.99	3x5 American Flag
168605	4700	AMAZON CAPITAL SERVICES INC	177R-N6J7-RP6T		INV	01/15/2025	59.76	LED Bulbs

WARRANT LIST BY VOUCHER

WARRANT: BOC1625 01/15/2025

DUE DATE: 02/15/2025

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
168612	4734 BO CO TREAS	FTO PACIFIC SOU	P002February2025		INV	01/15/2025	772.20	9184 PS Cobra Admin Fe
168614	4734 BO CO TREAS	FTO PACIFIC SOU	P001February2025		INV	01/15/2025	70,656.30	9184 PS Admin Fee P001
168621	3696 REDWOOD	TOXICOLOGY LABORATO	117101202412		INV	01/15/2025	201.95	Drug Testing
168622	3695 REDWOOD	TOXICOLOGY LABORATO	840843		INV	01/15/2025	1,873.44	UA Cups
168623	3667 INSIGHT	DISTRIBUTING INC	0518950-IN		INV	01/15/2025	206.85	Cleaner Packs
168624	2474 VERIZON	WIRELESS	964370635JAN25		INV	01/15/2025	552.62	County Cell Phones
168625	3934 ACI	NORTHWEST INC	50137		INV	01/15/2025	875.00	HVAC Maintenance
168626	6349 AMIE	KOEHLER	JAN25		INV	01/15/2025	100.00	Koehler- Uniform Pants
168627	6355 JULIE	PITRE	360		INV	01/15/2025	125.00	S.J.- Psychotherapy
WARRANT TOTAL							319,642.12	

** END OF REPORT - Generated by Nichole Janes **



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

January 21, 2025

MEMORANDUM

To: Commissioners
Re: Tyler Payment Processing Agreement

Description: Approval and signing of the Payment Processing Agreement including Amendment with Tyler Technologies

Discussion: It is necessary to enter into an Agreement with Tyler Technologies for their Payment Processing program. This program replaces Bridgepay and our contract with Core for the processing of credit card payments. Tyler no longer supports Bridgepay, and in order to continue to offer the use of credit cards for recording services we need to make this change. Legal has reviewed the Payment Processing Agreement and it was approved with the addition of the Amendment. Credit card processing is frequently used by the public for our services and the recording of documents.

Auditing Review:

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review:

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review:

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: 1 Original to BOCC Office
1 Copy to Clerk/Recording

A suggested motion would be: **Based on the information before us, I move that we enter into the Payment Processing Agreement including the Amendment with Tyler Technologies by the signing of the Agreement and Amendment.**

Recommendation Acceptance: ☐ Yes ☐ No _____ Date: _____

Asia Williams, Chairman

Payment Processing Agreement

This Payment Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Client (the "Merchant").

1. ACKNOWLEDGEMENTS

- a. By executing this Processing Agreement or an accompanying Order Form, Merchant is contracting with Tyler to obtain Card processing services on Merchant's behalf.
- b. Merchant acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.
- c. To the extent elected in the Order Form, Tyler will provide Merchant with eCheck/ACH payment processing services for any eligible account as a turn-key solution or by presenting ACH Transactions in a NACHA Standard file submission to Merchant's Originating Depository Financial Institution (ODFI) as agreed to in the Order Form. ACH Transactions and Card Transactions may collectively be referred to as "Transactions."

2. MEMBER BANK AGREEMENT REQUIRED

- a. When Merchant's customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Associations") require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler. If Merchant accepts American Express, then Merchant agrees that the terms of Exhibit A shall apply.
- b. Merchant shall complete an application with the Member with which Tyler has contracted and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Card Transactions Merchant submits for processing through the Tyler service.
- c. Merchant acknowledges that Tyler may have agreed to be responsible for some of Merchant's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member may debit the Merchant Bank Account for chargebacks, returns, refunds and other fees, however, in the event Member assesses any such chargeback, returns, refunds, or other fees to Tyler, Tyler may invoice the same to Merchant.

3. SETTLEMENT AND CHARGEBACKS

- a. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.
- b. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.

- c. Chargebacks, Returns and Refunds. Chargebacks, returns and refunds paid for ACH Transactions shall be paid by Merchant in accordance with the Member Bank Agreement.
- d. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

4. FEES AND INVOICING

- a. Order Form. Merchant agrees to pay Tyler the fees set forth in or attached to the Order Form for services provided by Tyler and to which this Agreement is hyperlinked or attached. This may include fees for Payment Service Devices or other Equipment that Merchant has elected to purchase or rent as set forth on the Order Form. Fees for purchase will be invoiced upon shipment and Fees for rental will be invoiced annually in advance. All Fees due hereunder are due within 45 days of invoice. The terms and conditions of such purchase or rental are set forth on Exhibit B attached hereto and incorporated herein.
- b. Adjustments to Pricing. By giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any third party provider of a product or service used by Merchant; or (iii) other market adjustment. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant. In addition, Tyler may update pricing for rental of Equipment by giving written notice to Merchant at the end of any initial rental term or when such Equipment is upgraded to a newer model or replaced in accordance with the pricing set forth on Tyler's then-current Order Form.
- c. Payment of Fees.
 - i. Online Payments. For payments that are initiated online, a convenience fee or service fee may be assessed to the Cardholder for each payment transaction that is paid electronically using a credit or debit card. Such convenience fee or service fee is set forth in the Order Form and will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the Card Transactions will be paid.
 - ii. Over the Counter Payments. For payments that are initiated in your offices, a service fee may be assessed to the Cardholder for each payment transaction as set forth in the Order Form, and such fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid. For all other fees, Tyler shall invoice Merchant for services and service fees on a monthly basis, unless otherwise set forth in the Order Form. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and service fees. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.
 - iii. Absorbed Payments. For payments that are initiated online and/or in-person, the Merchant may elect to pay for all fees related to the transaction including, without limitation, interchange fees, dues, assessments, card brand fees, and Tyler fees.
 - iv. eCheck/ACH Payments. In addition, Tyler shall be authorized to charge eCheck/ACH fees and other fees specified in an Order Form to the end user. Unless otherwise set forth in the Order Form, fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account.

5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 1.c) for the limited purpose of performing under this Processing Agreement. Merchant shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to

sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION

- a. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7(a) and shall be responsible for breaches by such persons.
- b. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.
- c. Security of User IDs and Passwords. Merchant is solely responsible for maintaining the confidentiality of its user IDs and passwords and all activities that occur under Merchant's user IDs, even if fraudulent or not authorized by Merchant. Merchant acknowledges the heightened risk associated with access to its User IDs, passwords, transaction and account information (collectively, "Account Information"). Merchant represents and warrants that (i) Merchant will comply with applicable Association Rules and applicable law, (ii) Merchant will establish policies and procedures to protect such information in conformity with Association Rules and applicable law, including the storage and disclosure of such Account Information, (iii) Merchant will exercise reasonable care to prevent use or disclosure of Account Information. Merchant, and not Tyler, will be solely responsible for all activity, including all approvals, Transactions, chargebacks, returns and refunds processed, using Merchant's user IDs and passwords. If a forensic investigation is initiated by a Card Network, Member, Tyler or Tyler's Processor, then Merchant agrees to cooperate with such investigation until it is complete, including, without limitation, by providing logs related to its User IDs and passwords and Merchant's compliance with Association Rules and applicable law.

8. REPRESENTATIONS AND WARRANTIES

- a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.
- b. Compliance with Laws and PCI DSS. Tyler and Merchant shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations. Merchant shall comply with PCI DSS version 4.0 and any more current versions or amendments thereto, including, without limitation, any relevant maintenance, inspection, scanning, remediation and training obligations set forth therein.
- c. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange.
- d. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees.
- e. Equipment Manufacturer Warranties. Tyler will pass through to Merchant any applicable manufacturer warranties that apply to Equipment purchased by Merchant through this Agreement.
- f. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESSING AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

- a. Chargebacks and Refunds. Merchant acknowledges that Tyler has agreed to be responsible for some of Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, returns, refunds, assessments, penalties and fines, and in the event Member assesses any such amounts to Tyler, including any amounts in excess of the balance of the Merchant Account, Tyler shall invoice the same to Merchant.
- b. Applicable Law and Interpretations: Merchant shall indemnify and hold harmless Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association Rules including without limitation any election to apply custom fee structures or customer surcharges.
- c. Intellectual Property.
 - i. Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),
 - ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in

the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

- d. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

11. TAXES

- a. **Tax Exempt Status.** Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.
- b. **Employee Tax Obligations.** Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

12. TERM, SUSPENSION, AND TERMINATION

- a. **Term.** The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three years unless otherwise set forth on an Order Form; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12(b). Notwithstanding the foregoing, Tyler may elect to cease providing payment processing services upon the termination or expiration of Tyler's other agreement with Merchant to provide Tyler software or services.
- b. **Termination for Cause.** Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section (b).
- i. For purposes of this Section, "Cause" means either:
- A. a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;
 - B. the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;
 - C. breach of Section 7; or
 - D. if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially

all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

ii. No party may terminate this Processing Agreement under Section 12 b)(1)(A) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.

iii. In the event either party terminates this Processing Agreement pursuant to this Section (b), each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

c. Survival. The following provisions shall survive after the Term of this Processing Agreement: 2(c); 3; 4(c); 7; 10; 11; 12; 13; 14; and 15.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's representative assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to non-binding mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

14. MISCELLANEOUS

a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

c. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.

d. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

f. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between Tyler and Merchant for payment processing services (as detailed in an Order Form) and supersedes any and all prior or contemporaneous oral or written representations, contracts or communications with respect to the subject matter hereof.

g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or

modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

- h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.
- i. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.
- j. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.
- k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.
- l. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- m. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.
- n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein. This section does not excuse any party from payment obligations under this Processing Agreement.
- o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

15. CERTAIN DEFINITIONS

- a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council and the National Automated Clearinghouse Association.
- b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of an Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to,

credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

- d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.
- e. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.
- f. Member or Member Bank means an entity that is a member of the Associations.
- g. Order Form means a document listing the pricing associated with this Processing Agreement.
- h. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.
- i. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.
- j. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card, echeck/ACH, digital payment or of a return/refund/credit to a Cardholder or any other payor.
- k. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

Exhibit A

American Express Sponsored Merchant Terms ("SMT")

1. **Compliance.** If Merchant, also referred to herein as "Sponsored Merchant," accepts American Express cards as a form of payment processed through Tyler's electronic filing or electronic payment systems, Client agrees to do so in accordance with the terms and conditions of this SMT.
2. **Merchant Operating Guide.** Merchant agrees to comply with the terms and conditions of the American Express Merchant Operating Guide found at: www.americanexpress.com/merchantopguide. Such terms and conditions shall include, without limitation, provisions relating to: (i) trademarks and brand requirements; (ii) applicable laws; (iii) binding arbitration; and (iv), website display requirements.
3. **Re-directing Prohibited.** Merchant agrees it shall not process Transactions, or receive any payments, on behalf of (unless otherwise required by law) any other party.
4. **American Express Liability.** SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING

NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THIS SMT.

5. **Third-Party Beneficiaries.** Sponsored Merchant acknowledges and agrees that American Express has the right, but not the obligation, to the benefits of this SMT that will provide American Express the ability to enforce the terms of this SMT against the Sponsored Merchant. The Sponsored Merchant further acknowledges and agrees that it will not be deemed a beneficiary under any agreement between American Express and Tyler, and will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.
6. **Definitions.** Except as defined herein or otherwise required by the context herein, all defined terms used herein have the meaning ascribed to such terms as set forth in the Agreement between Tyler and Merchant or the American Express Merchant Operating Guide.

Exhibit B

Payment Service Devices/Equipment – Rental and Purchase

This Exhibit B is incorporated into that certain Payment Processing Agreement between Tyler and Merchant (the "Processing Agreement").

1. TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT

- a. **Generally.** Tyler will provide PCI-compliant Payment Service Devices as elected by Merchant and described in the Order Form and related equipment for rent or purchase during the term of this Agreement for the fees set forth in the Order Form.
- b. **Shipping Timelines.** Tyler shall ship newly-requested Payment Service Devices (and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment identified in an Order Form) ("Equipment") to Merchants within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Merchants within two (2) Business Days of a written request. Shipping timelines are subject to Payment Service Device availability by the applicable manufacturer or supplier and shall be extended until such devices become available.
- c. **Delivery and Acceptance.** Tyler will deliver the Equipment to the location designated by Merchant in the Order Form. If an address for delivery is not expressly designated in the Order Form, such Equipment will be delivered to Merchant's address otherwise set forth in the Order Form. Merchant will be deemed to have accepted each piece of Equipment on the earlier of (i) when Merchant acknowledges receipt, and (ii) seven days after shipment of each such piece of Equipment, unless Tyler is notified earlier in writing by Merchant that the Equipment has not been received or is not functional.
- d. **Rights and Restrictions.** Tyler shall process payments received from Merchant's Payment Service Devices provided by Tyler. Merchant acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler's designee into the Payment Services Devices. Merchant agrees that all of Merchant's over-the-counter transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Merchant will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Merchant's business in connection with Tyler applications. The Equipment is not being sold or rented to the Merchant for home or personal use. Merchant acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor's systems. Merchant hereby grants Tyler a security interest in (i) all Equipment to secure payment of the purchase price, and (ii) all Equipment to secure payment of the monthly rental payments. Merchant authorizes Tyler to file financing statements with respect to the Equipment in accordance with the Uniform Commercial Code, signed by Tyler directly or as Merchant's attorney-in-fact.
- e. **Change Notice.** Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Merchants, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is

no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.

2. TERMS APPLICABLE ONLY TO EQUIPMENT PURCHASED

Tyler will sell to Merchant the Equipment identified in the Order Form, free and clear of all liens and encumbrances, except that any proprietary encryption technology included within the Payment Service Devices or any other Tyler Intellectual Property will be provided to you pursuant to the License set forth in Section 5 of the Agreement. Maintenance and repair of Merchant-purchased Equipment is the responsibility of Merchant, unless Merchant has purchased Tyler's maintenance services for Payment Service Devices.

3. TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL

- a. Tyler will rent to Merchant the Equipment identified in the Order Form, as set forth herein. The rental period will commence when the Equipment is deemed accepted. At the end of the rental term identified in an Order Form or when the Agreement is terminated, Merchant will promptly return each piece of Equipment to Tyler at Merchant's cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Merchant name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Merchant account number; and (iv) serial number of the Equipment. Merchant will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler in accordance with this paragraph, Merchant will pay Tyler the greater of \$250.00 or the fair market value of such piece of Equipment as if it were in the condition described herein.
- b. Merchant will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.
- c. The provisions of this Exhibit will survive the termination or expiration of the Agreement and continue until all rented Equipment is returned to Tyler or paid for.

Updated 10/23/24

Agree to Terms

By providing information in the required fields below, you confirm the following:

- You are authorized to bind the Client listed.
- You have read, understand, and agree to these terms and conditions.

Client Name

|

Email Address

|

Signature



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Bonner County, with offices at 215 South First Avenue, Sandpoint, Idaho 83864 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated March 20, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items in the sales quotation attached hereto as Exhibit 1 are hereby added to the Agreement.
2. Your use of Tyler Payments and related products is subject to the terms of the Payment Processing Agreement hyperlinked in Exhibit 1, and the parties further agree that such terms are hereby modified as follows:
 - A. Section 10(b) of the Payment Processing Agreement is hereby amended to read as follows:
 - b. Applicable Law and Interpretations: Merchant shall reimburse Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association Rules including without limitation any election to apply custom fee structures or customer surcharges.
 - B. Section 12 (Termination) of the Payment Processing Agreement is hereby amended to add the following as subsection d to that Section:
 - d. Nonappropriation. If Merchant should not appropriate or otherwise make available funds sufficient to utilize the services in this Processing Agreement, then upon advance written notice to Tyler of no less than sixty (60) days, the Merchant may terminate the Processing Agreement. Termination for nonappropriation is effective on the date specified in the Merchant's written notice, which shall be no less than sixty (60) days after the notice. In the event of termination under this subsection (d), you will pay us all fees and expenses related to the products and services received under this Processing Agreement prior to the effective date of termination.
3. **BOYCOTTING ISRAEL**. Tyler hereby certifies that it is not currently engaged in and will not, for the duration of the Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the Anti-Boycott Against Israel Act (Idaho Code § 67-2346).



4. **GOVERNMENT OF CHINA.** Tyler hereby certifies that it is not, and will not, for the duration of the Agreement, be owned or operated by the government of China as set forth at Idaho Code § 67-2359.
5. **CONTRACT WITH ABORTION PROVIDERS.** To the extent the Agreement is subject to the use of public funds, Tyler hereby certifies that it is not, and will not, for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the No Public Funds for Abortions Act (Idaho Code §§ 18-8701 et seq.).
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Bonner County, ID

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AIRPORTS

Dave Schuck
208-255-9179

January 21, 2025

Memorandum

AIRPORTS
Item #1

To: Commissioners

From: AIRPORTS

Re: FAA AIP GRANT APPLICATION for Priest River Airport ALP Update Phase 2: AIP 3-16-0058-019-2025

This is phase two of the airport layout plan update for Priest River Airport. This grant will fund final phase of the Airport Layout Plan (ALP) and Narrative and will include project/grant administration, facility requirements, and alternatives.

Updating the ALP will identify non-standard conditions and pursue solutions to create a safer airport for the flying public.

The total grant amount is \$113,684 and requires a county match of \$2,842

I recommend applying for this grant.

Auditing Review: Approved

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review: Approved

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review: Approved

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: Original to Dave Schuck; Copy to Auditing

A suggested motion would be: **Based on the information before us I move to apply for this grant and that the Chairwoman sign administratively.**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____

Asia Williams, Chairwoman

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision	
*3. Date Received: 4. Applicant Identifier: 1S6	
5a. Federal Entity Identifier: 3-16-0058-019-2025	
*5b. Federal Award Identifier:	
State Use Only:	
6. Date Received by State: 7. State Application Identifier:	
8. APPLICANT INFORMATION:	
*a. Legal Name: Bonner County	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 80-6000285	
*c. UEI: DZF9BKMN9KB9	
d. Address:	
*Street 1: 1500 Highway 2, Suite 308	
Street 2:	
*City: Sandpoint	
County/Parish: Bonner	
*State: ID	
*Province:	
*Country: USA: United States	
*Zip / Postal Code: 83864-1709	
e. Organizational Unit:	
Department Name: Airport	
Division Name: Airport	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr. *First Name: David	
Middle Name:	
*Last Name: Schuck	
Suffix:	
Title: Airports Director	
Organizational Affiliation: Bonner County	
*Telephone Number: 208-265-2266 Fax Number:	
*Email: dave.schuck@bonnercountyid.gov	

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

PL 117-58

*Title:

Infrastructure Investment and Jobs Act (IIJA)

13. Competition Identification Number:

Title:

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

City of Priest River, Bonner County, State of Idaho

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

BIL grant for:

Airport Layout Plan Update (Phase 2 - Admin, Facility Requirements, Alternatives)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: ID-001	*b. Program/Project: ID-001
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 02/06/2024	*b. End Date: 06/01/2026
18. Estimated Funding (\$):	
*a. Federal	\$ 108,000
*b. Applicant	\$ 0
*c. State	\$ 2,842
*d. Local	\$ 2,842
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 113,684
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____.	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", explain:	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <p><input checked="" type="checkbox"/> ** I AGREE</p> <p>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</p>	
Authorized Representative:	
Prefix: Miss	*First Name: Asia
Middle Name:	
*Last Name: Williams	
Suffix:	
*Title: Chair, Board of County Commissioners	
*Telephone Number: 208-265-1438	Fax Number: 208-265-1460
* Email: asia.williams@bonnercountyd.gov	
*Signature of Authorized Representative:	*Date Signed:



U.S. Department
of Transportation

Federal Aviation
Administration

FAA Form 5100-101, Application for Federal Assistance (Planning Projects)

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-101, Application for Federal Assistance (Planning Projects)

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-101 (Parts II, III, and IV) represent continuation pages that the Sponsor must attach to the SF-424 form. The signature of the Sponsor's authorized representative on the associated SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-101 form.

Part II – Project Approval Information

Section A. Statutory Requirements

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question. As necessary, provide any supplemental information by attaching sheets to this application.

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within www.SAM.gov) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating available discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (e.g. sponsor share issues, controversial issues, coordination delays, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the project covered by this request is also covered by another Federal assistance program. If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 5 – Indicate whether the Sponsor intends to seek reimbursement of indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request does not include the indirect costs claimed by a for-profit entity (e.g. consultant).

The De Minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.

A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsors may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry out the project.

Section B. Certification Regarding Lobbying

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in this section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

Part III – Budget Information

This form section is designed so that application can be made for funds from one or more assistance programs. Include budget estimates for the whole project when completing Sections A, B, C, and D. All applications must contain a breakdown by the object class categories shown in Lines a-e of Section B.

Section A. Budget Summary

Lines 1-2, Columns (a) and (b) – For applications pertaining to a single grant program, enter on Line 1 under Column (a) the catalog program title and the Catalog of Federal Domestic Assistance (CFDA) number in Column (b). For applications pertaining to two funding programs, enter the program title on each line in Column (a) and the respective CFDA number (if applicable) on each line in Column (b).

Lines 1-2, Columns (c) through (e) – For each line entry in Columns (a) and (b), enter in Columns (c), (d), and (e) the appropriate amounts of funds needed to support the project. For changes to an existing application, enter new budget values in Columns (c), (d), and (e).

Line 3 – Show the totals for all columns used.

Section B. Budget Categories

The column headings (1) and (2) correspond to the program titles shown for Lines 1-2, Column (a), Section A. For each program, fill in the total requirements for funds (both Federal and non-Federal) by object class categories. The sub-columns address the "amount" and "adjusted amount". The sub-column for "adjusted amount" need only be completed when revising a previously submitted application. The Total column represents the sum across all columns.

Lines 4 a-d – Show the estimated amount for each cost budget (object class) category for each column with program heading.

Line 4e – Enter the subtotal of lines 4a through 4d.

Line 4f – Enter the estimated amount of program income, if any, the Sponsor expects to generate from this project.

Line 4g – Subtract line 4f from line 4e. For all applications, the total amount in Total column, line 4g, must equal the total amount shown in Section A, Column (e), Line 3.

Section C. Source of Non-Federal Resources

Line 5-6 – Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A.

Column (b) - Enter the amount of cash and in-kind contributions to be made by the applicant.

Column (c) - Enter the State contribution if the applicant is not a State or State agency. Applicants that are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and inn-kind contributions to be made from all other sources.

Column (e) - Enter the totals of Columns (b), (c), and (d).

Line 7 – Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 3, Column (d), Section A.

Section D. Forecasted Cash Needs

Line 8 –

- a. **Column "Total for Project"** - Enter the amount of cash needed from the grantor agency for the project.
- b. **Columns 1st Year through 4th Year** – Enter the anticipated cash need from grantor agency per fiscal year. The sum of years 1-4 must equal the value shown under Column "Total for Project."
Lines 814 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 9 –

- a. **Column "Total for Project"** - Enter the amount of cash needed from non-Federal sources for the project.
- b. **Columns 1st Year through 4th Year** – Enter the anticipated cash need from non-Federal sources per fiscal year. The sum of years 1-4 must equal the value shown under Column "Total for Project."

Line 10 – Enter the amount of cash from all other sources needed by fiscal year.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Section E. Other Budget Information

Line 11 – Provide any other explanations required herein or any other comments deemed necessary.

Part IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. Objectives and Need for This Assistance

Provide a short and concise description of the proposed planning effort. Include a brief narrative on the objective of the planning effort and why it is needed.

2. Results or Benefits Expected

Identify anticipated results and benefits to be derived from this planning project.

3. Approach

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Identify any factors that might accelerate or impede progress of the planning effort.
- c. Provide list of activities in chronological order to show the anticipated schedule of accomplishments and their target milestone dates.

- d. Identify project monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. Geographic Location

Identify the location of the project and surrounding area to be served by the proposed project.

5. If Applicable, Provide the Following Information:

Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A. If scope objectives change, explain the circumstances surrounding the need to revise the application scope of work.

DRAFT



Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

Item 1 Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2 Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3 Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4 Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number. CFDA: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5 Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414 <input type="checkbox"/> Negotiated Rate equal to _____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII) <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

Section B – Certification Regarding Lobbying

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

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

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

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

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

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

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 0	\$ 0	\$ 0
2. BIL		108,000	5,684	113,684
3. TOTALS		\$ 108,000	\$ 5,684	\$ 113,684

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$	\$	\$ 0	\$	\$ 0
b. Airport Planning			108,000		108,000
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal			108,000		108,000
f. Program Income			0		0
g. TOTALS (line e minus line f)	\$	\$	\$ 108,000	\$	\$ 108,000

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5.	\$ 2,842	\$ 2,842	\$	\$ 5,684
6.				
7. TOTALS	\$ 2,842	\$ 2,842	\$	\$ 5,684

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 st Year	2 nd Year	3 rd Year	4 th Year
8. Federal	\$ 108,000	\$ 108,000	\$ 0	\$ 0	\$
9. Non-Federal	5,684	5,684	0	0	
10. TOTAL	\$ 113,684	\$ 113,684	\$ 0	\$ 0	\$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary) None

Part IV - Program Narrative

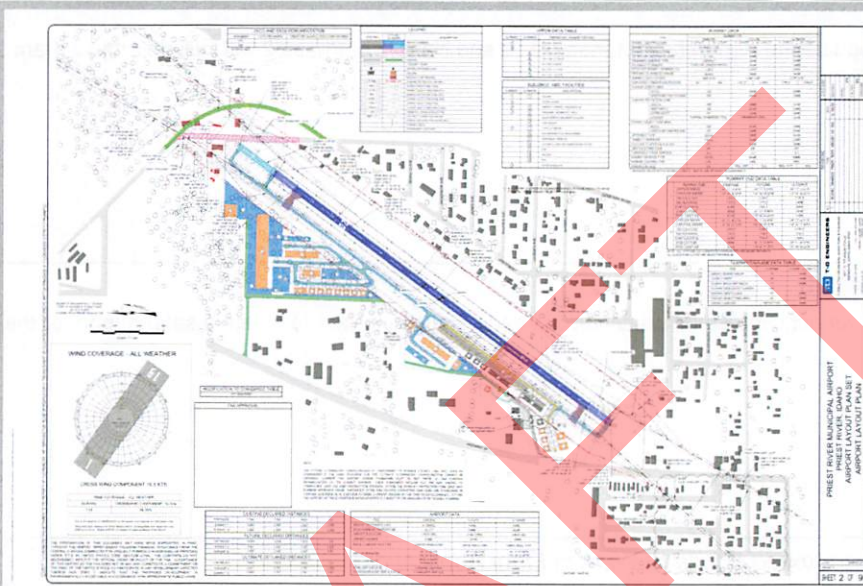
(Suggested Format)

PROJECT: Airport Layout Plan Update (Phase 2 - Public Involvement Part 1, Admin, Facility Requirements, Alternatives)
AIRPORT: Priest River Airport
1. Objective: The airport plans to update the Airport Layout Plan (ALP) and Narrative. Phase 2 will include project/grant administration, facility requirements, and alternatives.
2. Benefits Anticipated: Updating the ALP will identify non-standard conditions and pursue solutions to create a safer airport for the flying public.
3. Approach: <i>(See approved Scope of Work in Final Application)</i> The consultant Ardurra will update the Airport Layout Plan in accordance with FAA AC 150/5070-6B, Airport Master Plan, and SOP 2.00 Standard Procedure for FAA Review and Approval of Airport Layout Plans.
4. Geographic Location: City of Priest River, Bonner County, Idaho
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: <i>(include address & telephone number)</i> Dave Schuck, Airport Manager 1101 Airport Way Sandpoint, Idaho 86864

CIP DATA SHEET

AIRPORT	Priest River Airport	LOCID	1S6	LOCAL PRIORITY	1 of 1
PROJECT DESCRIPTION	Airport Layout Plan Update (Phase 2)			PLANNED YEAR TO CONSTRUCT	2025

SKETCH:



JUSTIFICATION: The project will update the Airport Layout Plan (ALP) for the Priest River Airport and provide a narrative report to justify projects depicted on the ALP.

COST ESTIMATE:

ADMINISTRATION:	\$ 0	1. Construction	\$	4	\$
ENGINEERING:	\$ 113,684	2	\$	5	\$
INSPECTION:	\$	3	\$	TOTAL: \$ 113,684	

Federal (%) \$ 108,000		State \$ 2,842		Local (%) \$ 2,842	
SPONSOR VERIFICATION:		Date (see instruction sheet or attached comments for more information)			
For each and every project as applicable		12/13/18-Date of approved ALP with project shown			
		12/19/20-Date of environmental determination (ROD, FONSI, CatEx)			
		N/A -Date of land acquisition or signed purchase agreement			
		3/19/2021-Date of pavement maintenance program			
		N/A -Date of Benefit Cost Analysis (BCA) as required			

SPONSOR'S SIGNATURE: _____ DATE: _____

PRINTED NAME: Asia Williams TITLE: Chair, Board of County Commissioners

PHONE NUMBER: 208-265-1438 EMAIL: asia.williams@bonnercountytid.gov

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

STANDARD DOT TITLE VI ASSURANCES

Bonner County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Bonner County
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Priest River Airport

LOCATION: Priest River, Idaho

AIP PROJECT NO.: 3-16-0058-019-2025

STATEMENTS APPLICABLE TO THIS PROJECT A - D

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Priest River Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Priest River Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Asia Williams

DATE: _____

TITLE: Chair, Board of County Commissioners

SPONSORING AGENCY: Bonner County

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; N/A
- b. The nature and basis of opposition; N/A
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; N/A
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. N/A
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; N/A
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; N/A
- g. Benefits to be gained by the proposed development; and Enhanced safety
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. N/A

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____
Chair, Board of County Commissioners



ASSURANCES AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a.** It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell; lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects



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

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

Paperwork Reduction Act Burden Statement

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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Bonner County

Airport: Priest River Airport

Project Number: 3-16-0058-019-2025

Description of Work: Airport Layout Plan Update (Phase 2 - Admin, Facility Requirements, Alternatives)

Application

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

Certification Statements

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

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Location 1

Name of Location: Priest River Airport

Address: 102 Airfield Way, Priest River, ID 83856

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this day of , 2025 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Dave Schuck

Title of Sponsor's Authorized Official: Airports Director

Signature of Sponsor's Authorized Official: _____

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



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

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

Paperwork Reduction Act Statement

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



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Bonner County

Airport: Priest River Airport

Project Number: 3-16-0058-019-2025

Description of Work: Airport Layout Plan Update (Phase 2 - Admin, Facility Requirements, Alternatives)

Application

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

Certification Statements

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

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

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

Executed on this day of , 2025 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Dave Schuck

Title of Sponsor's Authorized Official: Airports Director

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation
Federal Aviation
Administration

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

Paperwork Reduction Act Statement

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Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Bonner County

Airport: Priest River Airport

Project Number: 3-16-0058-019-2025

Description of Work: Airport Layout Plan Update (Phase 2 - Admin, Facility Requirements, Alternatives)

Application

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

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

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

Certification Statements

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Sponsor's Certification

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

Executed on this day of , 2025 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Dave Schuck

Title of Sponsor's Authorized Official: Airports Director

Signature of Sponsor's Authorized Official: _____

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

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Priest River Airport/Bonner County, Idaho

AIP #: 3-16-0058-019-2025

Project
Description(s): Airport Layout Plan Update (Phase 2)

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.

☒

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.

☒ None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.

☒ None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.

☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____

Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009, Phone (425) 227-2009



AIRPORTS

Dave Schuck
208-255-9179

January 21, 2025

Memorandum

AIRPORTS
Item #2

To: Commissioners

From: AIRPORTS

Re: FAA AIP (BIL) GRANT APPLICATION for Sandpoint Airport for Obstruction Removal:
AIP 3-16-0033-024-2025

This grant will fund the removal of trees that are obstructions to the approaches and are located inside the Runway Protection Zone (RPZ) and Part 77 approach surface of Runway 02 & 20.

The total grant amount is \$230,473 and requires a county match of \$6,065

I recommend applying for this grant.

Auditing Review: Approved

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review: Approved

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review: Approved

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: Original to Dave Schuck; Copy to Auditing

A suggested motion would be: **Based on the information before us I move to apply for this grant and that the Chairwoman sign administratively.**

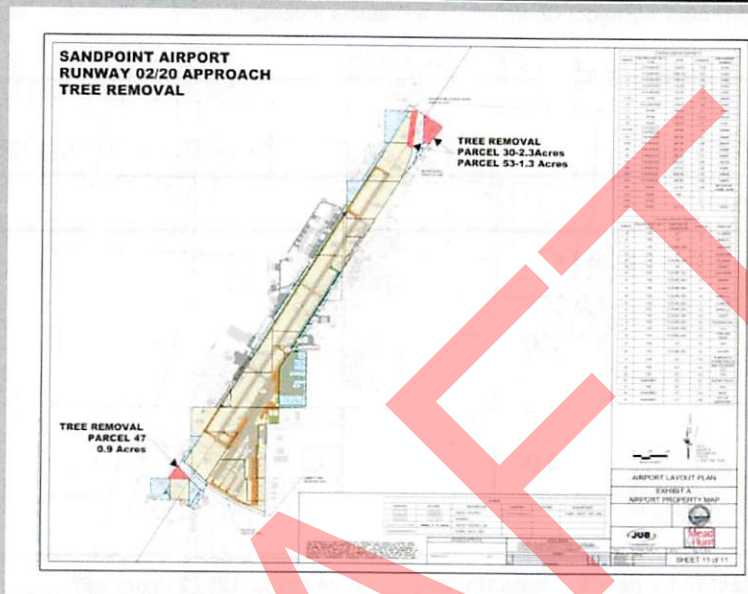
Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Asia Williams, Chairwoman

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: ID-001	*b. Program/Project: ID-001
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 07/01/2024	*b. End Date: 11/01/2025
18. Estimated Funding (\$):	
*a. Federal	\$ 230,473
*b. Applicant	\$ 6,065
*c. State	\$ 6,066
*d. Local	
*e. Other	
*f. Program Income	\$ 0
*g. TOTAL	\$ 242,604
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____.	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", explain:	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <p><input checked="" type="checkbox"/> ** I AGREE</p> <p>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</p>	
Authorized Representative:	
Prefix: _____	*First Name: Asia _____
Middle Name: _____	
*Last Name: Williams	_____
Suffix: _____	
*Title: Chair, Board of County Commissioners	
*Telephone Number: 208-265-1438	Fax Number: 208-265-1460
* Email: asia.williams@bonnercountyid.gov	
*Signature of Authorized Representative:	*Date Signed:

CIP DATA SHEET

AIRPORT	Sandpoint Airport	LOCID	SZT	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Obstruction Removal (RW 02/20 Approach & RPZ)			PLANNED YEAR TO CONSTRUCT	2025

SKETCH:



JUSTIFICATION: Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

Project will remove trees located on Parcels 30, 47, & 53 (2020 MPU) that are obstructions to and located inside the Runway Protection Zone (RPZ) and Part 77 approach surface of Runway 02 & 20. Removal of the obstructions is recommended by the Airport's Master Plan Update (MPU)

COST ESTIMATE:

ADMINISTRATION: \$ 5,000
 ENGINEERING: \$ 111,819
 INSPECTION: \$ 25,785

CONSTRUCTION: \$ 100,000

TOTAL: \$ 242,604

Federal (%) \$ 230,473 State \$ 6,065 Local (%) \$ 6,066

SPONSOR VERIFICATION:

For each and every project as applicable

Date (see instruction sheet or attached comments for more information)

- ☐ -Date of approved ALP with project shown
- ☐ -Date of environmental determination (ROD, FONSI, CatEx)
- ☐ -Date of land acquisition or signed purchase agreement
- ☐ -Date of pavement maintenance program
- ☐ -Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE:

PRINTED NAME: Asia Williams TITLE: Chair, Board of Commissioners
 PHONE NUMBER: 208-265-1438 EMAIL: asia.williams@bonnercountyid.gov

DATE:

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

**Bonner County
(Sponsor)**

(Signature of Authorized Official)

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Sandpoint Airport

LOCATION: Bonner County, Idaho

AIP PROJECT NO.: 3-16-0033-024-2025

STATEMENTS APPLICABLE TO THIS PROJECT A, B, C, D

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Sandpoint Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Sandpoint Airport, and they have been informed regarding the scope and nature of this project. – There is no FBO at this airport.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Chair, Board of County Commissioners

SPONSORING AGENCY: Bonner County, Idaho

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; N/A
- b. The nature and basis of opposition; N/A
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; N/A
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. N/A
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; N/A
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; N/A
- g. Benefits to be gained by the proposed development; and N/A
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. No

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signed _____ Date _____
Sponsor's Authorized Representative

Title Chair, Board of County Commissioners – Bonner County, Idaho

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☒ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision	
*3. Date Received: 4. Applicant Identifier: SZT	
5a. Federal Entity Identifier: 3-16-0033-024-2025	
*5b. Federal Award Identifier:	
State Use Only:	
6. Date Received by State: 7. State Application Identifier:	
8. APPLICANT INFORMATION:	
*a. Legal Name: Bonner County	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 80-6000285	
*c. UEI: DZF9BKMN9KB9	
d. Address:	
*Street 1: 1500 Highway 2, Suite 308	
Street 2:	
*City: Sandpoint	
County/Parish: Bonner	
*State: ID	
*Province:	
*Country: USA: United States	
*Zip / Postal Code: 83864-1709	
e. Organizational Unit:	
Department Name: Airports	
Division Name: Sandpoint Airport	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr. *First Name: David	
Middle Name:	
*Last Name: Schuck	
Suffix:	
Title: Airports Director	
Organizational Affiliation: Bonner County	
*Telephone Number: 208-255-9179 Fax Number:	
*Email: dave.schuck@bonnercountyyid.gov	

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

P.L. 117-58

*Title:

Infrastructure Investment and Jobs Act (IIJA)

13. Competition Identification Number:

N/A

Title:

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

City of Sandpoint, Bonner County, State of Idaho

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

Obstruction Removal (Rwy 2/20 Approach and RPZ)

BIL Grant Application

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: ID-001	*b. Program/Project: ID-001
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 07/01/2024	*b. End Date: 11/01/2025
18. Estimated Funding (\$):	
*a. Federal	\$ 230,473
*b. Applicant	\$ 6,065
*c. State	\$ 6,066
*d. Local	
*e. Other	
*f. Program Income	\$ 0
*g. TOTAL	<u>\$ 242,604</u>
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____.	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", explain:	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <p><input checked="" type="checkbox"/> ** I AGREE</p> <p>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</p>	
Authorized Representative:	
Prefix: _____	*First Name: <u>Asia</u>
Middle Name: _____	
*Last Name: <u>Williams</u>	
Suffix: _____	
*Title: Chair, Board of County Commissioners	
*Telephone Number: 208-265-1438	Fax Number: 208-265-1460
* Email: asia.williams@bonnercountyid.gov	
*Signature of Authorized Representative:	*Date Signed:



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

The City of Sandpoint has zoning restrictions in place to control development around the airport.

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

None

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

None

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

Consistent with the Airport Layout Plan dated April 6, 2015.

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

Consideration has been given to the local community.

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

The public and users are invited to quarterly Airport Advisory Board Meetings where projects are reviewed.

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

N/A

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

N/A

PART II – SECTION C (Continued)

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

No exclusive rights to conduct any aeronautical activity have been granted at the Sandpoint Airport.

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

The Sponsor holds fee simple ownership over Parcel 47 as shown on the Airport Property Map. Parcels 30 & 53 consist of Public Right of Way owned by the City of Sandpoint. The Sponsor will be requesting a one time construction access easement from the City to conduct the tree removal on Parcels 30 and 53.

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

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

The Sponsor will acquire construction access easement from the City to conduct the tree removal on Parcels 30 and 53.

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

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

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 5,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			111,819
5. Other Architectural engineering fees			
6. Project inspection fees			25,785
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			100,000
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 242,604
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			242,604
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 242,604
19. Federal Share requested of Line 18			230,473
20. Grantee share			6,065
21. Other shares			6,066
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 242,604

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. None	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	6,066
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 6,066
25. Other Shares	Amount
a. State	6,065
b. Other	
c. TOTAL - Other Shares	\$ 6,065
26. TOTAL NON-FEDERAL FINANCING	\$ 12,131

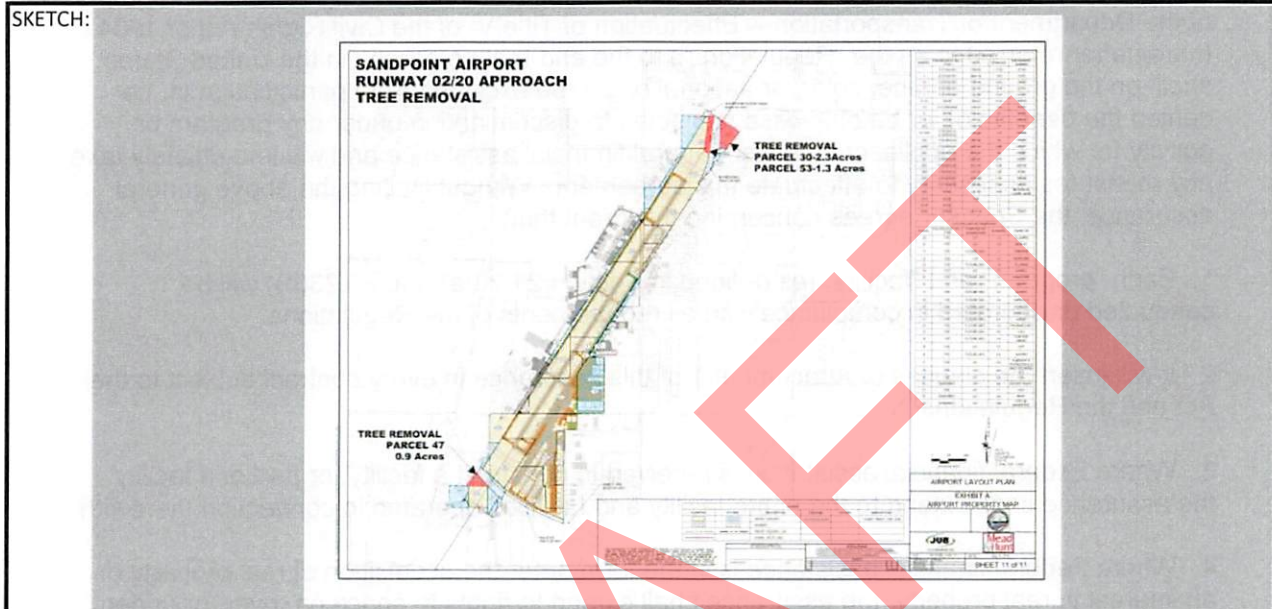
SECTION E – REMARKS (Attach sheets if additional space is required)
<p>The following items are incorporated by reference when completed:</p> <p>Airport Master Plan and Airport Layout Plan (JUB, 2015).</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Obstruction Removal (RW 02/20 Approach and RPZ)
AIRPORT: Sandpoint Airport
1. Objective: Project will remove trees located on Parcels 30, 47, & 53 (2020 MPU) that are obstructions to and located inside the Runway Protection Zone (RPZ) and Part 77 approach surface of Runway 02 & 20.
2. Benefits Anticipated: Removal of the obstructions is recommended by the Airport's Master Plan Update (MPU) to make the airport safer for aeronautical activity.
3. Approach: (See approved Scope of Work in Final Application) Ardurra will provide design, bidding, and construction administration services as the sponsor's consultant. See approved scope of work.
4. Geographic Location: Sandpoint Airport is located on 115 acres in northern Idaho. The Airport is located within the City of Sandpoint and west of N Boyer Road.
5. If Applicable, Provide Additional Information: Not applicable
6. Sponsor's Representative: (include address & telephone number) Dave Schuck, Bonner County Airport Director 1101 Airport Way, Sandpoint, ID 83864 Phone: 208-255-9179

CIP DATA SHEET

AIRPORT	Sandpoint Airport	LOCID	SZT	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Obstruction Removal (RW 02/20 Approach & RPZ)			PLANNED YEAR TO CONSTRUCT	2025



JUSTIFICATION: Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

Project will remove trees located on Parcels 30, 47, & 53 (2020 MPU) that are obstructions to and located inside the Runway Protection Zone (RPZ) and Part 77 approach surface of Runway 02 & 20. Removal of the obstructions is recommended by the Airport's Master Plan Update (MPU)

COST ESTIMATE:				
ADMINISTRATION:	\$ 5,000	CONSTRUCTION:	\$ 100,000	
ENGINEERING:	\$ 111,819			
INSPECTION:	\$ 25,785			
				TOTAL: \$ 242,604

Federal (%)	\$ 230,473	State	\$ 6,065	Local (%)	\$ 6,066
SPONSOR VERIFICATION:		Date (see instruction sheet or attached comments for more information)			
For each and every project as applicable		-Date of approved ALP with project shown			
		-Date of environmental determination (ROD, FONSI, CatEx)			
		-Date of land acquisition or signed purchase agreement			
		-Date of pavement maintenance program			
		-Date of Benefit Cost Analysis (BCA) as required			

SPONSOR'S SIGNATURE: _____ **DATE:** _____

PRINTED NAME: Asia Williams **TITLE:** Chair, Board of Commissioners

PHONE NUMBER: 208-265-1438 **EMAIL:** asia.williams@bonnercountyid.gov

STANDARD DOT TITLE VI ASSURANCES

Bonner County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

**Bonner County
(Sponsor)** _____

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Sandpoint Airport

LOCATION: Bonner County, Idaho

AIP PROJECT NO.: 3-16-0033-024-2025

STATEMENTS APPLICABLE TO THIS PROJECT A, B, C, D

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Sandpoint Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Sandpoint Airport, and they have been informed regarding the scope and nature of this project. – There is no FBO at this airport.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Chair, Board of County Commissioners

SPONSORING AGENCY: Bonner County, Idaho

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; N/A
- b. The nature and basis of opposition; N/A
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; N/A
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. N/A
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; N/A
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; N/A
- g. Benefits to be gained by the proposed development; and N/A
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. No

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signed _____ Date _____
Sponsor's Authorized Representative

Title Chair, Board of County Commissioners – Bonner County, Idaho



ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

- apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of 11/17/2022.

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.



FAA Airports

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

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-024-2025

Description of Work: Obstruction Removal (RW 02/20 Approach and RPZ)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-024-2025

Description of Work: Obstruction Removal (RW 02/20 Approach and RPZ)

Application

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

Certification Statements

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

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

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Location 1

Name of Location: Sandpoint Airport

Address: 1100 Airport Way, Sandpoint, ID 83864

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-024-2025

Description of Work: Obstruction Removal (RW 02/20 Approach and RPZ)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

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

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☐ Yes ☐ No ☒ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☐ Yes ☐ No ☒ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☐ Yes ☐ No ☒ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☐ Yes ☐ No ☒ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Bonner County

Airport: Sandpoint Airport

Project Number: 3-16-0033-024-2025

Description of Work: Obstruction Removal (RW 02/20 Approach and RPZ)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

☐ Yes ☐ No ☒ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☒ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-024-2025

Description of Work: Obstruction Removal (RW 02/20 Approach and RPZ)

Application

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

Certification Statements

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

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

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

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-024-2025

Description of Work: Obstruction Removal (RW 02/20 Approach and RPZ)

Application

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

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

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

Certification Statements

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Sandpoint Airport/Bonner County, Idaho

AIP #: 3-16-0033-024-2025

Project Description(s): Obstruction Removal (RW 02/20 Approach and RPZ)

1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.

☒ None

2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.

☒ None (If "None", continue with questions 3 and 4).

3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.

☒ None

4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.

☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____

Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009, Phone (425) 227-2009



AIRPORTS

Dave Schuck
208-255-9179

January 21, 2025

Memorandum

AIRPORTS
Item #3

To: Commissioners

From: AIRPORTS

Re: FAA AIP GRANT APPLICATION for Sandpoint Airport for Land and Easement
Acquisition: AIP 3-16-0033-025-2025

This grant will fund the fee simple acquisition of 2.3 acres of land on Parcels 43, 45, 49, 51 (2015 MPU) for Approach/RPZ protection for Runway 02, avigation easement acquisition of 2.10 acres (Parcel 49) for approach protection of Runway 02, and land acquisition relocation expenses for Parcel 29. Land and avigation easement acquisition will protect the airport from non-compatible land use and obstructions to the runway approach surface and airspace.

The total grant amount is \$536,842 and requires a county match of \$13,421

I recommend applying for this grant.

Auditing Review: Approved

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review: Approved

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review: Approved

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: Original to Dave Schuck; Copy to Auditing

A suggested motion would be: **Based on the information before us I move to apply for this grant and that the Chairwoman sign administratively.**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Asia Williams, Chairwoman

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: ID-001	*b. Program/Project: ID-001
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 07/01/2024	*b. End Date: 11/01/2025
18. Estimated Funding (\$):	
*a. Federal	\$ 510,000
*b. Applicant	\$ 13,421
*c. State	\$ 13,421
*d. Local	
*e. Other	
*f. Program Income	\$ 0
*g. TOTAL	<u>\$ 536,842</u>
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____.	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", explain:	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <p><input checked="" type="checkbox"/> ** I AGREE</p> <p>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</p>	
Authorized Representative:	
Prefix: _____	*First Name: <u>Asia</u>
Middle Name: _____	
*Last Name: <u>Williams</u>	
Suffix: _____	
*Title: Chair, Board of County Commissioners	
*Telephone Number: 208-265-1438	Fax Number: 208-265-1460
* Email: asia.williams@bonnercountytid.gov	
*Signature of Authorized Representative:	*Date Signed:

CIP DATA SHEET

AIRPORT	Sandpoint Airport	LOCID	SZT	LOCAL PRIORITY	2
PROJECT DESCRIPTION	Land/Easement Acquisition (Runway 02 Approach) AIP 59.0%	PLANNED YEAR TO CONSTRUCT		2025	

SKETCH:

JUSTIFICATION: Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

Land & Avigation Easement Acquisition (Runway 02 Approach): Acquisition of Parcels 43, 45, 49, 51 is recommended by the current MPU to protect the Runway 02 approach surface and Runway Protection Zone. Acquisition will consist of a combination of fee simple and avigation easement.

Land Acquisition Relocation Expenses (Parcel 29): Parcel 29 was previously acquired by the Sponsor under a separate grant (AIP 023). The Sponsor incurred relocation expenses during the acquisition that were not reimbursed under AIP 023 and will be reimbursed under AIP 025.

COST ESTIMATE:

ADMINISTRATION:	\$ 2,950	CONSTRUCTION:	
ENGINEERING:	\$ 91,440	Land/Easement:	\$ 383,459
INSPECTION:		Land Relocation:	\$ 58,993
			TOTAL: \$ 536,842

Federal (%)	\$ 510,000	State	\$ 13,421	Local (%)	\$ 13,421
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SPONSOR VERIFICATION:

For each and every project as applicable

Date (see instruction sheet or attached comments for more information)	
5/14/15	-Date of approved ALP with project shown
	-Date of environmental determination (ROD, FONSI, CatEx)
	-Date of land acquisition or signed purchase agreement
	-Date of pavement maintenance program
	-Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE:	DATE:
PRINTED NAME: Asia Williams	TITLE: Chair, Board of Commissioners
PHONE NUMBER: 208-265-1438	EMAIL: asia.williams@bonnercountyid.gov

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Bonner County
(Sponsor)

(Signature of Authorized Official)

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Sandpoint Airport

LOCATION: Bonner County, Idaho

AIP PROJECT NO.: 3-16-0033-025-2025

STATEMENTS APPLICABLE TO THIS PROJECT A, B, C, D

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Sandpoint Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Sandpoint Airport, and they have been informed regarding the scope and nature of this project. – There is no FBO at this airport.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: _____

TITLE: Chair, Board of County Commissioners

SPONSORING AGENCY: Bonner County, Idaho

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; N/A
- b. The nature and basis of opposition; N/A
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; N/A
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. N/A
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; N/A
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; N/A
- g. Benefits to be gained by the proposed development; and N/A
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. No

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____
Chair, Board of County Commissioners – Bonner County, Idaho

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Designated Official Representative: _____

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:
SZT

5a. Federal Entity Identifier:
3-16-0033-025-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Bonner County

*b. Employer/Taxpayer Identification Number (EIN/TIN):
80-6000285

*c. UEI:
DZF9BKMN9KB9

d. Address:

*Street 1: 1500 Highway 2, Suite 308

Street 2:

*City: Sandpoint

County/Parish: Bonner

*State: ID

*Province:

*Country: USA: United States

*Zip / Postal Code: 83864-1709

e. Organizational Unit:

Department Name:
Airports

Division Name:
Sandpoint Airport

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

Prefix: Mr. *First Name: David

Middle Name:

*Last Name: Schuck

Suffix:

Title: Airports Director

Organizational Affiliation:
Bonner County

*Telephone Number: 208-255-9179

Fax Number:

*Email: dave.schuck@bonnercountyid.gov

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

P.L. 118-63

*Title:

FAA Reauthorization Act of 2024

13. Competition Identification Number:

N/A

Title:

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

City of Sandpoint, Bonner County, State of Idaho

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

Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (Runway 02 Approach) & Relocation Expenses Parcel 29(Runway 20 Approach) (AIP 59.0%)

Grant funding is prorated between BIL (41.0%) and NPE (59.0%) Companion Grants.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: ID-001	*b. Program/Project: ID-001
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 07/01/2024	*b. End Date: 11/01/2025
18. Estimated Funding (\$):	
*a. Federal	\$ 510,000
*b. Applicant	\$ 13,421
*c. State	\$ 13,421
*d. Local	
*e. Other	
*f. Program Income	\$ 0
*g. TOTAL	<u>\$ 536,842</u>
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____. <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", explain:	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: _____	*First Name: <u>Asia</u>
Middle Name: _____	
*Last Name: <u>Williams</u>	
Suffix: _____	
*Title: Chair, Board of County Commissioners	
*Telephone Number: 208-265-1438	Fax Number: 208-265-1460
* Email: asia.williams@bonnercountyid.gov	
*Signature of Authorized Representative:	*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

The City of Sandpoint has zoning restrictions in place to control development around the airport.

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

None

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

None

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

Consistent with the Airport Layout Plan dated April 6, 2015.

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

Consideration has been given to the local community.

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

The public and users are invited to quarterly Airport Advisory Board Meetings where projects are reviewed.

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

N/A

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

N/A

PART II – SECTION C (Continued)

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

No exclusive rights to conduct any aeronautical activity have been granted at the Sandpoint Airport.

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

The Sponsor holds Fee Simple ownership over the Airport property as shown on ALP' Airport Property Map. This project proposes the acquisition of fee simple land and avigation easements over Parcels 43, 45, 49, 51 as identified on the aforementioned property map. Land acquisition relocation expenses (Parcel 29): Parcel 29 was previously acquired by the Sponsor under a separate grant (AIP 023). The Sponsor incurred relocation expenses during the acquisition that were not reimbursed under AIP 023 and will be reimbursed under AIP 025.

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

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

No construction is proposed under the project.

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

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

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,950
2. Preliminary expense			
3. Land, structures, right-of-way			383,459
4. Architectural engineering basic fees			91,440
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			58,993
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 536,842
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			536,842
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 536,842
19. Federal Share requested of Line 18			510,000
20. Grantee share			13,421
21. Other shares			13,421
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 536,842

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. None	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	13,421
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 13,421
25. Other Shares	Amount
a. State	13,421
b. Other	
c. TOTAL - Other Shares	\$ 13,421
26. TOTAL NON-FEDERAL FINANCING	\$ 26,842

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>Application is for AIP Grant funding. Grant funding is prorated between BIL (41.0%) and NPE (59.0%) Companion Grants.</p> <p>The following items are incorporated by reference when completed:</p> <p>Airport Master Plan and Airport Layout Plan (JUB, 2015).</p>

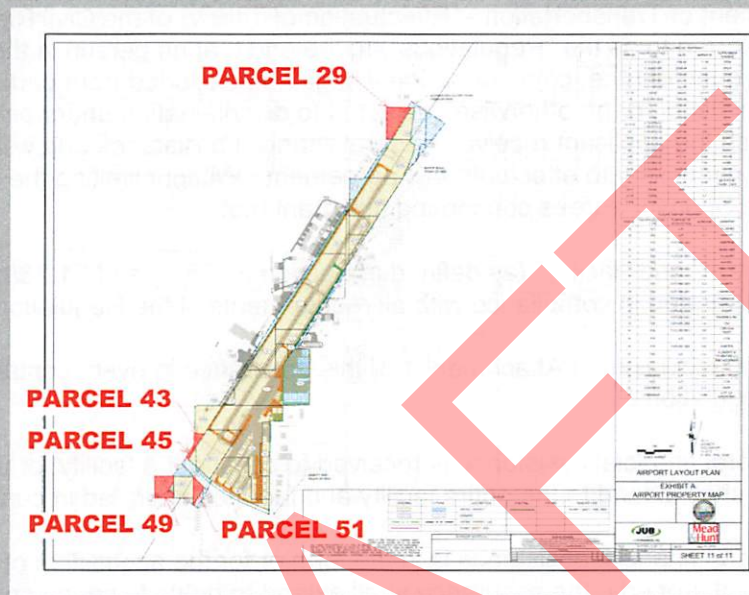
PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Land/Avig Acq Parcels 43, 45, 49, 51 (RW 02 Appr) & Relocation Exp Parcel 29(RW 20 Appr) (AIP 59.0%)
AIRPORT: Sandpoint Airport
1. Objective: Land Acquisition: Fee Simple Acquisition of 2.3 acres of land on Parcels 43, 45, 49, 51 (2015 MPU) for Approach/RPZ protection for Runway 02. Avigation easement acquisition of 2.10 Acres (Parcel 49) for approach protection of Runway 02. Land Acquisition Relocation Expenses (Parcel 29): Parcel 29 was previously acquired by the Sponsor under a separate grant (AIP 022). The Sponsor incurred relocation expenses during the acquisition that were not reimbursed under AIP 022 and will be reimbursed under AIP 025.
2. Benefits Anticipated: Land/Avigation Easement Acquisition will protect the airport from non-compatible land use and obstructions to the runway approach surface and airspace.
3. Approach: (See approved Scope of Work in Final Application) Land Acquisition services to include boundary survey, preparation of acquisition exhibits, appraisals, review appraisals, preparation of offer letters, and negotiations with land owners. See approved scope of work.
4. Geographic Location: Sandpoint Airport is located on 115 acres in northern Idaho. The Airport is located within the City of Sandpoint and west of N Boyer Road.
5. If Applicable, Provide Additional Information: Not applicable
6. Sponsor's Representative: (include address & telephone number) Dave Schuck, Bonner County Airport Director 1101 Airport Way, Sandpoint, ID 83864 Phone: 208-255-9179

CIP DATA SHEET

AIRPORT	Sandpoint Airport	LOCID	SZT	LOCAL PRIORITY	2
PROJECT DESCRIPTION	Land/Easement Acquisition (Runway 02 Approach) AIP 59.0%			PLANNED YEAR TO CONSTRUCT	2025

SKETCH:



JUSTIFICATION: Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

Land & Aviation Easement Acquisition (Runway 02 Approach): Acquisition of Parcels 43, 45, 49, 51 is recommended by the current MPU to protect the Runway 02 approach surface and Runway Protection Zone. Acquisition will consist of a combination of fee simple and aviation easement.

Land Acquisition Relocation Expenses (Parcel 29): Parcel 29 was previously acquired by the Sponsor under a separate grant (AIP 023). The Sponsor incurred relocation expenses during the acquisition that were not reimbursed under AIP 023 and will be reimbursed under AIP 025.

COST ESTIMATE:

ADMINISTRATION:	\$ 2,950	CONSTRUCTION:		
ENGINEERING:	\$ 91,440	Land/Easement	\$ 383,459	
INSPECTION:		Land Relocation	\$ 58,993	
				TOTAL: \$ 536,842

Federal (%)	\$ 510,000	State	\$ 13,421	Local (%)	\$ 13,421
SPONSOR VERIFICATION:					
For each and every project as applicable					
Date (see instruction sheet or attached comments for more information)					
5/14/15 -Date of approved ALP with project shown					
-Date of environmental determination (ROD, FONSI, CatEx)					
-Date of land acquisition or signed purchase agreement					
-Date of pavement maintenance program					
-Date of Benefit Cost Analysis (BCA) as required					

SPONSOR'S SIGNATURE: _____ DATE: _____

PRINTED NAME: Asia Williams TITLE: Chair, Board of Commissioners

PHONE NUMBER: 208-265-1438 EMAIL: asia.williams@bonnercountyid.gov

STANDARD DOT TITLE VI ASSURANCES

Bonner County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under **any** program or activity for which the applicant receives Federal financial assistance and **will** immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) **will** be conducted or operated in compliance with all requirements **of** the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to **construct** a facility, or part of a facility, the assurance shall extend to the entire facility and facilities **operated** in connection therewith.
4. Where Federal financial assistance is **in the form** or for the **acquisition** of real property or an interest in real property, the assurance **shall extend to** rights to **space** on, over, or under such property.
5. It will include the **appropriate** clauses set forth in Attachment 2 of this assurance, as a covenant running with the **land**, in **any** future **deeds**, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of **real property** acquired or improved with Federal financial assistance under this project; and
 - (b) for **the construction** or **use** of or access to space on, over, or under real property **acquired or improved with Federal financial assistance** under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for **the longer** of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Bonner County
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Sandpoint Airport

LOCATION: Bonner County, Idaho

AIP PROJECT NO.: 3-16-0033-025-2025

STATEMENTS APPLICABLE TO THIS PROJECT A, B, C, D

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Sandpoint Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Sandpoint Airport, and they have been informed regarding the scope and nature of this project. – There is no FBO at this airport.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: _____

TITLE: Chair, Board of County Commissioners

SPONSORING AGENCY: Bonner County, Idaho

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; N/A
- b. The nature and basis of opposition; N/A
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; N/A
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. N/A
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; N/A
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; N/A
- g. Benefits to be gained by the proposed development; and N/A
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. No

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signed _____ Date _____
Sponsor's Authorized Representative

Title Chair, Board of County Commissioners – Bonner County, Idaho



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

- apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

30. Civil Rights.

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

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

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

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

31. Disposal of Land.

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

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of 11/17/2022.

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.



FAA
Airports

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

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-025-2025

Description of Work: Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (RW 02 Approach), Relocation Expenses Parcel 29. AIP 59.0%

Application

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

Certification Statements

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

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

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Location 1

Name of Location: Sandpoint Airport

Address: 1100 Airport Way, Sandpoint, ID 83864

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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



Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-025-2025

Description of Work: Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (RW 02 Approach), Relocation Expenses Parcel 29. AIP 59.0%

Application

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

Certification Statements

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

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☒ Yes ☐ No ☐ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☒ Yes ☐ No ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

☒ Yes ☐ No ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

☒ Yes ☐ No ☐ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☒ Yes ☐ No ☐ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☒ Yes ☐ No ☐ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Designated Official Representative: _____

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-025-2025

Description of Work: Land/Aviation Easement Acquisition Parcels 43, 45, 49, 51 (RW 02 Approach), Relocation Expenses Parcel 29. AIP 59.0%

Application

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

Certification Statements

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

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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



Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-025-2025

Description of Work: Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (RW 02 Approach), Relocation Expenses Parcel 29. AIP 59.0%

Application

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

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

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

Certification Statements

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Sandpoint Airport/Bonner County, Idaho

AIP #: 3-16-0033-025-2025

Project Description(s): Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (RW 02 Approach),
Relocation Expenses Parcel 29. AIP 59.0%

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☒ None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☒ None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☒ None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009, Phone (425) 227-2009



AIRPORTS

Dave Schuck
208-255-9179

January 21, 2025

Memorandum

AIRPORTS
Item #4

To: Commissioners

From: AIRPORTS

Re: FAA AIP (BIL) GRANT APPLICATION for Sandpoint Airport for Land and Easement Acquisition: AIP 3-16-0033-026-2025

This grant will fund the fee simple acquisition of 2.3 acres of land on Parcels 43, 45, 49, 51 (2015 MPU) for Approach/RPZ protection for Runway 02, avigation easement acquisition of 2.10 acres (Parcel 49) for approach protection of Runway 02, and land acquisition relocation expenses for Parcel 29. Land and avigation easement acquisition will protect the airport from non-compatible land use and obstructions to the runway approach surface and airspace.

The total grant amount is \$373,157 and requires a county match of \$9,329

I recommend applying for this grant.

Auditing Review: Approved

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review: Approved

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review: Approved

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: Original to Dave Schuck; Copy to Auditing

A suggested motion would be: **Based on the information before us I move to apply for this grant and that the Chairwoman sign administratively.**

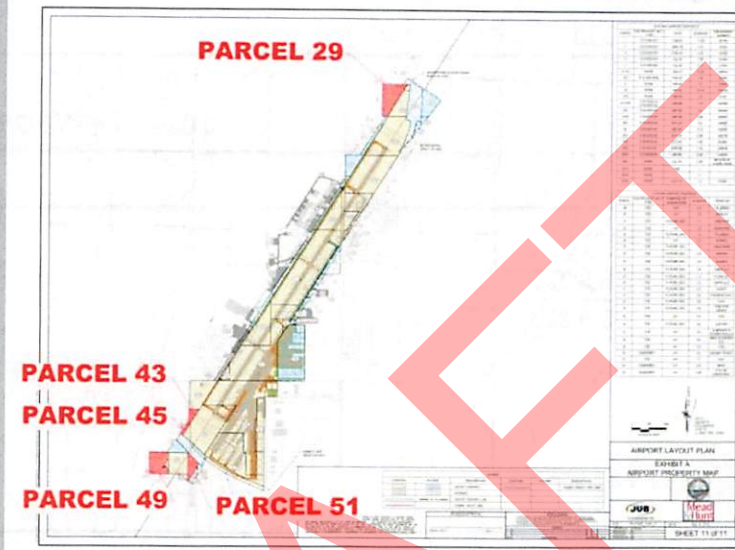
Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Asia Williams, Chairwoman

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: ID-001	*b. Program/Project: ID-001
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 07/01/2024	*b. End Date: 11/01/2025
18. Estimated Funding (\$):	
*a. Federal	\$ 354,500
*b. Applicant	\$ 9,329
*c. State	\$ 9,328
*d. Local	
*e. Other	
*f. Program Income	\$ 0
*g. TOTAL	<u>\$ 373,157</u>
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____.	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", explain:	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <p><input checked="" type="checkbox"/> ** I AGREE</p> <p>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</p>	
Authorized Representative:	
Prefix: _____	*First Name: Asia _____
Middle Name: _____	
*Last Name: Williams	_____
Suffix: _____	
*Title: Chair, Board of County Commissioners	
*Telephone Number: 208-265-1438	Fax Number: 208-265-1460
* Email: asia.williams@bonnercountyid.gov	
*Signature of Authorized Representative:	*Date Signed:

CIP DATA SHEET

AIRPORT	Sandpoint Airport	LOCID	SZT	LOCAL PRIORITY	2
PROJECT DESCRIPTION	Land/Easement Acquisition (Runway 02 Approach) & Parcel 29 Relocation BIL 41.0%	PLANNED YEAR TO CONSTRUCT		2025	

SKETCH:



JUSTIFICATION: Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

Land & Avigation Easement Acquisition (Runway 02 Approach): Acquisition of Parcels 43, 45, 49, 51 is recommended by the current MPU to protect the Runway 02 approach surface and Runway Protection Zone. Acquisition will consist of a combination of fee simple and avigation easement.

Land Acquisition Relocation Expenses (Parcel 29): Parcel 29 was previously acquired by the Sponsor under a separate grant (AIP 023). The Sponsor incurred relocation expenses during the acquisition that were not reimbursed under AIP 023 and will be reimbursed under BIL 026.

COST ESTIMATE:

ADMINISTRATION:	\$ 2,050	CONSTRUCTION:		
ENGINEERING:	\$ 63,560	Land/Easement	\$ 266,541	
INSPECTION:		Land Relocation	\$ 41,006	
				TOTAL: \$ 373,157

Federal (%)	\$ 354,500	State	\$ 9,328	Local (%)	\$ 9,329
SPONSOR VERIFICATION:					
Date (see instruction sheet or attached comments for more information)					
For each and every project as applicable					
5/14/15 - Date of approved ALP with project shown					
- Date of environmental determination (ROD, FONSI, CatEx)					
- Date of land acquisition or signed purchase agreement					
- Date of pavement maintenance program					
- Date of Benefit Cost Analysis (BCA) as required					

SPONSOR'S SIGNATURE: _____ DATE: _____

PRINTED NAME: Asia Williams TITLE: Chair, Board of Commissioners

PHONE NUMBER: 208-265-1438 EMAIL: asia.williams@bonnercountytid.gov

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

**Bonner County
(Sponsor)**

(Signature of Authorized Official)

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Sandpoint Airport

LOCATION: Bonner County, Idaho

AIP PROJECT NO.: 3-16-0033-026-2025

STATEMENTS APPLICABLE TO THIS PROJECT A, B, C, D

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Sandpoint Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Sandpoint Airport, and they have been informed regarding the scope and nature of this project. – There is no FBO at this airport.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Chair, Board of County Commissioners

SPONSORING AGENCY: Bonner County, Idaho

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; N/A
- b. The nature and basis of opposition; N/A
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; N/A
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. N/A
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; N/A
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; N/A
- g. Benefits to be gained by the proposed development; and N/A
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. No

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____
Chair, Board of County Commissioners – Bonner County, Idaho

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Designated Official Representative: _____

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:
SZT

5a. Federal Entity Identifier:
3-16-0033-026-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Bonner County

*b. Employer/Taxpayer Identification Number (EIN/TIN):
80-6000285

*c. UEI:
DZF9BKMN9KB9

d. Address:

*Street 1: 1500 Highway 2, Suite 308

Street 2:

*City: Sandpoint

County/Parish: Bonner

*State: ID

*Province:

*Country: USA: United States

*Zip / Postal Code: 83864-1709

e. Organizational Unit:

Department Name:
Airports

Division Name:
Sandpoint Airport

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

Prefix: Mr. *First Name: David

Middle Name:

*Last Name: Schuck

Suffix:

Title: Airports Director

Organizational Affiliation:
Bonner County

*Telephone Number: 208-255-9179

Fax Number:

*Email: dave.schuck@bonnercountyyid.gov

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

P.L. 117-58

*Title:

Infrastructure Investment and Jobs Act (IIJA)

13. Competition Identification Number:

N/A

Title:

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

City of Sandpoint, Bonner County, State of Idaho

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

Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (Runway 02 Approach) & Relocation Expenses Parcel 29 (Runway 20 Approach) (BIL 41.0%)

Grant funding is prorated between BIL (41.0%) and NPE (59.0%) Companion Grants.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: ID-001	*b. Program/Project: ID-001
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 07/01/2024	*b. End Date: 11/01/2025
18. Estimated Funding (\$):	
*a. Federal	\$ 354,500
*b. Applicant	\$ 9,329
*c. State	\$ 9,328
*d. Local	
*e. Other	
*f. Program Income	\$ 0
*g. TOTAL	<u>\$ 373,157</u>
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____.	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", explain:	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <p><input checked="" type="checkbox"/> ** I AGREE</p> <p>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</p>	
Authorized Representative:	
Prefix: _____	*First Name: <u>Asia</u>
Middle Name: _____	
*Last Name: <u>Williams</u>	
Suffix: _____	
*Title: Chair, Board of County Commissioners	
*Telephone Number: 208-265-1438	Fax Number: 208-265-1460
* Email: asia.williams@bonnercountyid.gov	
*Signature of Authorized Representative:	*Date Signed:



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

The City of Sandpoint has zoning restrictions in place to control development around the airport.

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

None

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

None

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

Consistent with the Airport Layout Plan dated April 6, 2015.

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

Consideration has been given to the local community.

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

The public and users are invited to quarterly Airport Advisory Board Meetings where projects are reviewed.

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

N/A

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

N/A

PART II – SECTION C (Continued)

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

No exclusive rights to conduct any aeronautical activity have been granted at the Sandpoint Airport.

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

The Sponsor holds Fee Simple ownership over the Airport property as shown on ALP' Airport Property Map. This project proposes the acquisition of fee simple land and avigation easements over Parcels 43, 45, 49, 51 as identified on the aforementioned property map.

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

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

No construction is proposed under the project.

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	AIP-BIL

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,050
2. Preliminary expense			
3. Land, structures, right-of-way			266,541
4. Architectural engineering basic fees			63,560
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			41,006
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 373,157
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			373,157
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 373,157
19. Federal Share requested of Line 18			354,500
20. Grantee share			9,329
21. Other shares			9,328
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 373,157

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. None	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	9,329
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 9,329
25. Other Shares	Amount
a. State	9,328
b. Other	
c. TOTAL - Other Shares	\$ 9,328
26. TOTAL NON-FEDERAL FINANCING	\$ 18,657

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>Application is for BIL Grant funding. Grant funding is prorated between BIL (41.0%) and NPE (59.0%) Companion Grants.</p> <p>The following items are incorporated by reference when completed:</p> <p>Airport Master Plan and Airport Layout Plan (JUB, 2015).</p>

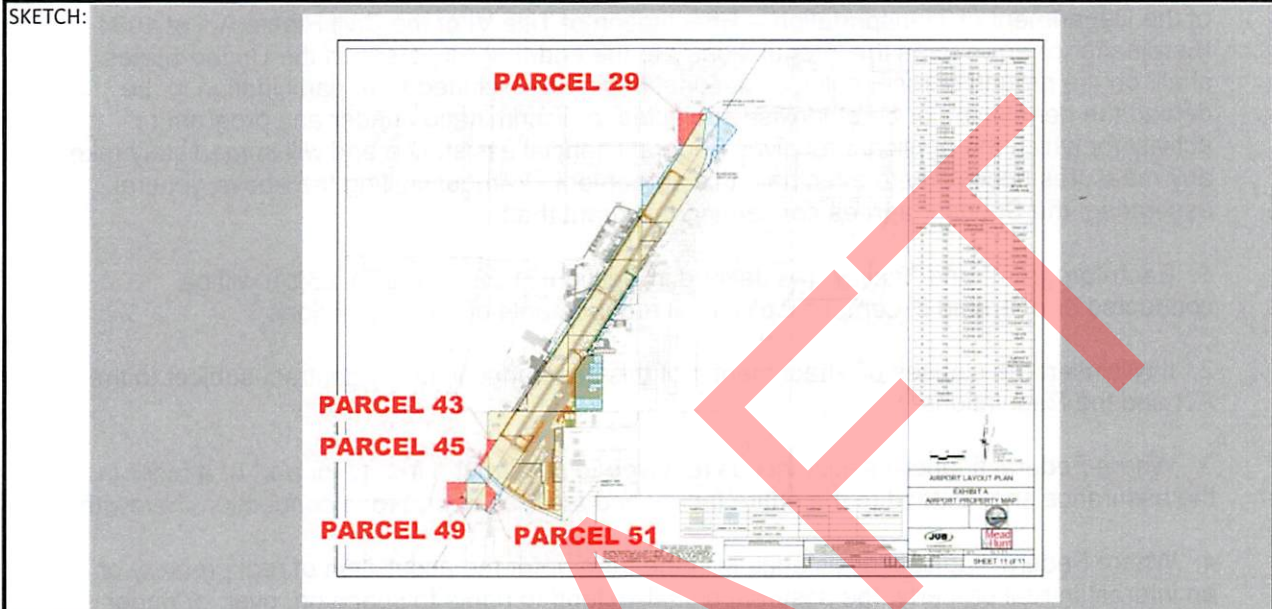
PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Land/Avig Acq Parcels 43, 45, 49, 51 (RW 02 Appr) & Relocation Exp Parcel 29 (RW 20 Appr) (BIL 41.0%)
AIRPORT: Sandpoint Airport
1. Objective: Land Acquisition: Fee Simple Acquisition of 2.3 acres of land on Parcels 43, 45, 49, 51 (2015 MPU) for Approach/RPZ protection for Runway 02. Avigation easement acquisition of 2.10 Acres (Parcel 49) for approach protection of Runway 02. Parcel 29 was previously acquired by the Sponsor under a separate grant (AIP 023). The Sponsor incurred relocation expenses during the acquisition that were not reimbursed under AIP 023 and will be reimbursed under BIL 026.
2. Benefits Anticipated: Land/Avigation Easement Acquisition will protect the airport from non-compatible land use and obstructions to the runway approach surface and airspace.
3. Approach: (See approved Scope of Work in Final Application) Land Acquisition services to include boundary survey, preparation of acquisition exhibits, appraisals, review appraisals, preparation of offer letters, and negotiations with land owners. See approved scope of work.
4. Geographic Location: Sandpoint Airport is located on 115 acres in northern Idaho. The Airport is located within the City of Sandpoint and west of N Boyer Road.
5. If Applicable, Provide Additional Information: Not applicable
6. Sponsor's Representative: (include address & telephone number) Dave Schuck, Bonner County Airport Director 1101 Airport Way, Sandpoint, ID 83864 Phone: 208-255-9179

CIP DATA SHEET

AIRPORT	Sandpoint Airport	LOCID	SZT	LOCAL PRIORITY	2
PROJECT DESCRIPTION	Land/Easement Acquisition (Runway 02 Approach) & Parcel 29 Relocation BIL 41.0%			PLANNED YEAR TO CONSTRUCT	2025

SKETCH:



JUSTIFICATION: Is this project justified at this time per Table 3-4 of AIP Handbook? (See instructions for additional info.)

Land & Aviation Easement Acquisition (Runway 02 Approach): Acquisition of Parcels 43, 45, 49, 51 is recommended by the current MPU to protect the Runway 02 approach surface and Runway Protection Zone. Acquisition will consist of a combination of fee simple and aviation easement.

Land Acquisition Relocation Expenses (Parcel 29): Parcel 29 was previously acquired by the Sponsor under a separate grant (AIP 023). The Sponsor incurred relocation expenses during the acquisition that were not reimbursed under AIP 023 and will be reimbursed under BIL 026.

COST ESTIMATE:

ADMINISTRATION:	\$ 2,050	CONSTRUCTION:		
ENGINEERING:	\$ 63,560	Land/Easement	\$ 266,541	
INSPECTION:		Land Relocation	\$ 41,006	
		TOTAL:	\$ 373,157	

Federal (%)	\$ 354,500	State	\$ 9,328	Local (%)	\$ 9,329
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SPONSOR VERIFICATION:

For each and every project as applicable

Date (see instruction sheet or attached comments for more information)

- 5/14/15 -Date of approved ALP with project shown
- Date of environmental determination (ROD, FONSI, CatEx)
- Date of land acquisition or signed purchase agreement
- Date of pavement maintenance program
- Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE:

PRINTED NAME: Asia Williams TITLE: Chair, Board of Commissioners
 PHONE NUMBER: 208-265-1438 EMAIL: asia.williams@bonnercountyd.gov

DATE:

STANDARD DOT TITLE VI ASSURANCES

Bonner County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Bonner County
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Sandpoint Airport

LOCATION: Bonner County, Idaho

AIP PROJECT NO.: 3-16-0033-026-2025

STATEMENTS APPLICABLE TO THIS PROJECT A, B, C, D

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Sandpoint Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Sandpoint Airport, and they have been informed regarding the scope and nature of this project. – There is no FBO at this airport.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: _____

TITLE: Chair, Board of County Commissioners

SPONSORING AGENCY: Bonner County, Idaho

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; N/A
- b. The nature and basis of opposition; N/A
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; N/A
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. N/A
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; N/A
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; N/A
- g. Benefits to be gained by the proposed development; and N/A
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. No

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____
Chair, Board of County Commissioners – Bonner County, Idaho



ASSURANCES AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

- apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

30. Civil Rights.

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

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

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

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

31. Disposal of Land.

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

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of 11/17/2022.

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.



FAA Airports

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

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-026-2025

Description of Work: Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (RW 02 Approach), Relocation Expenses Parcel 29. BIL 41.0%

Application

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

Certification Statements

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

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

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Location 1

Name of Location: Sandpoint Airport

Address: 1100 Airport Way, Sandpoint, ID 83864

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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



Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-026-2025

Description of Work: Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (RW 02 Approach), Relocation Expenses Parcel 29. BIL 41.0%

Application

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

Certification Statements

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

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☒ Yes ☐ No ☐ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☒ Yes ☐ No ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

☒ Yes ☐ No ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

☒ Yes ☐ No ☐ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☒ Yes ☐ No ☐ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☒ Yes ☐ No ☐ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Designated Official Representative: _____

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-026-2025

Description of Work: Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (RW 02 Approach), Relocation Expenses Parcel 29. BIL 41.0%

Application

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

Certification Statements

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

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Bonner County, Idaho

Airport: Sandpoint Airport

Project Number: 3-16-0033-026-2025

Description of Work: Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (RW 02 Approach), Relocation Expenses Parcel 29. BIL 41.0%

Application

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

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

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

Certification Statements

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Sponsor's Certification

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

Executed on this day of , 2024 .

Name of Sponsor: Bonner County

Name of Sponsor's Authorized Official: Asia Williams

Title of Sponsor's Authorized Official: Chair, Board of County Commissioners

Signature of Sponsor's Authorized Official: _____

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

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Sandpoint Airport/Bonner County, Idaho

AIP #: 3-16-0033-026-2024

Project Description(s): Land/Avigation Easement Acquisition Parcels 43, 45, 49, 51 (RW 02 Approach),
Relocation Expenses Parcel 29 (RW 20 Approach) BIL 41.0%

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☒ None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☒ None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☒ None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009, Phone (425) 227-2009



Bonner County

Board of Commissioners

Brian Domke

Asia Williams

Ron Korn

January 21, 2025

Memorandum

Emergency
Management
Item #1

To: Commissioners

From: Emergency Management

Re: 2024 SHSP Award

Bonner County Emergency Management has received a State Homeland Security Program Grant Award for 2024, award number 24SHSP017, from the Idaho Office of Emergency Management. The amount of the award is \$70,607.74.

This is an annual award provided by the Idaho Office of Emergency Management.

Auditing Review: JS

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review: ☒

APPROVED

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review: SW

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: Original to BOCC
 Email Copy to Bob Howard and Cameron La Combe

A suggested motion would be: **Based on the information before us, I move to approve the 2024 SHSP Grant award from the Idaho Office of Emergency Management award number 24SHSP017 in the amount of \$70,607.74**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Asia Williams, Chairwoman



Idaho Office of Emergency Management

2024 Subrecipient Agreement

for
Bonner County

Date of Award

September 19, 2024

1. Subrecipient Name and Address	2. Prepared by: Harris, Autumn	3. Award Number: 24SHSP017
Bonner County 1500 Highway 2, Suite 101 Sandpoint, ID 83864	4. Federal Grant Information	
	Federal Grant Title:	State Homeland Security Grant Program
	Federal Grant Award Number/CFDA Number:	EMW-2024-SS-05016 / 97.067
	Federal Granting Agency:	Grant Programs Directorate Federal Emergency Management Agency U.S. Department of Homeland Security

5. **Asia Williams, Chairwoman**
Award Amount and Grant Breakdowns

Subrecipient Unique Identifier(DUNS): 603547944	2024 State Homeland Security Program Performance/ Budget Period: Sep 19, 2024 through Feb 28, 2027
Award Amount This Action: \$70,607.74	
Total Award Amount: \$70,607.74	

6. **Requirements:** This Subaward is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the General Terms and Conditions sent to support the State Homeland Security Grant Program. This is a not a Research & Development Subaward. Subrecipients must give the Idaho Office of Emergency Management (IOEM), Department of Homeland Security (DHS) and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

The Subrecipient certifies that the subrecipient and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Debarred and Suspended list at <http://www.sam.gov>.

The Subrecipient certifies compliance with the 2CFR200 Subpart F – Audit Requirements and Idaho State Code 67-450B – Independent Financial Audits of Local Governmental Entities—Filing Requirements.

The Subrecipient certifies the indirect cost rate for the Federal Award (including if the de minimis rate is charged) per § 200.414.

Acceptance of subaward certified compliance with requirements detailed above and to the attached Terms and Conditions

7. **Special Conditions:** If an extension is required due to extenuating circumstances, contact your Area Field Officer (AFO) or the Idaho Special Teams Manager.

8. **Agency Approval**

Approving IOEM Official: Brad Richy, Director Idaho Office of Emergency Management (208) 258-6501	Signature of IOEM Official:
	Date:

9. **Subrecipient Acceptance**

I have read and understand the attached Terms and Conditions. Signature certifies compliance with requirements detailed on subaward subrecipient agreement.

Print name and title of Authorized Subrecipient official: Asia Williams, Chairwoman	Signature of Authorized Sub-Recipient Official:
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10. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: 82-600285	11. Date Signed :
--	-------------------

12. DUE DATE: 2/13/2025

Signed award must be returned to IOEM on or before the above due date.

a. Priority Area – Enhancing Election Security

This priority area includes partnering with the Secretary of State's office and other local, state and federal partners to increase safety and security around Idaho's statewide elections. Projects include creating election data boards, monitoring polling stations, planning and training to prevent and respond to any issues disrupting free and fair elections.

Cost Breakout:

State Share of expected project costs: \$33,379

Local Share of expected project costs (statewide): \$98,561

Total expected project costs: \$131,940

b. Priority Areas – Enhancing Information and Intelligence Sharing and Analysis, and Combating Domestic Violent Extremism (DVE)

The Fusion Center's mission includes collecting, analyzing, and disseminating threat information. The funds support leadership, specialized analysts, web crawling software, subscriptions, and training. Another feature of the Idaho Fusion Center is the Fusion Liaison Officer program, which contributes significantly to local law enforcement officials receiving critical intelligence regarding suspicious activity reports. Funding also addresses threats related to domestic violent extremism and drug and human trafficking, sustaining Idaho's capacity to collect, analyze, and share terrorist threat information.

Cost Breakout:

State Share of expected project costs: \$106,886

Local Share of expected project costs (statewide): \$327,206

Total expected project costs: \$434,092

6. Responsibilities.

a. *IOEM*: The IOEM will provide SHSP grant fund management on behalf of the subrecipient for:

i. Equipment purchased at the subrecipient level.

1. Equipment purchases must be authorized and fit within the scope of the SHSP grant.

2. Obligations and payments for qualifying equipment may only occur during the period of this SHSP grant award and any subsequent approved extensions of this grant award.

ii. Provisional funds and project execution for the required Enhancing Community Preparedness and Resilience investment.

b. *Subrecipients*: the duly authorized subrecipient official (elected official or authorized delegate):

i. Has read and understands the Homeland Security Grant Program Guidance and Standard Terms and Conditions

ii. Authorizes the IOEM to obligate and expend Homeland Security Grant Program funds in accordance with this MOU.

Approving Officials

IOEM	Subrecipient
-------------	---------------------

Brad Richy, IOEM Director 4040 Guard Street, Bldg. 600 Boise, ID 83705 (208)422-3040	Asia Williams, Chairperson Bonner County 1500 HWY 2, Suite 308 SANDPOINT, ID 83864
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Other Provisions. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Idaho or any subrecipient jurisdiction. If a term of this agreement is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

7. **Point of contact:** The point of contact for Bonner County regarding emergency management is:

Bob Howard, Director

8. **Effective Date.** The terms of this agreement will become effective upon signing by the parties.

9. **Modification.** This agreement may be modified upon the mutual written consent of the parties.

10. **Termination.** The terms of this agreement in its original form, or if modified with the consent of both parties, will remain in effect until the end of the grant period.

11. **State officials and employees not personally liable.** It is agreed by and between the Parties hereto that, in no event, shall any official, employee or agent of the Lessor be in any way personally liable for any covenant or agreement herein contained, whether expressed or implied.

12. **Sovereign Immunity.** Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

13. **Binding Effect.** This agreement is binding upon and will run to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

Approved by:

Asia Williams
Chairperson

[date]



Bonner County

Board of Commissioners

Brian Domke

Asia Williams

Ron Korn

January 21, 2025

Memorandum

Emergency
Management
Item #2

To: Commissioners

From: Emergency Management

Re: Grant Resolution 2024 SHSP Award

This resolution authorizes the Director of Emergency Management to manage, prepare, sign, and submit grant reports to the Idaho Office of Emergency Management for the 2024 State Homeland Security Program Grant award number 24SHSP017 in the amount of \$70,607.74.

Auditing Review: JS

Email is attached verifying that auditing has verified that the funds to cover this item are within the budget; this is required for any expenditure/budget adjustment request.

Risk Review: ☒

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review: Butler

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: ☐ Original to BOCC
☐ Email Copy to Bob Howard and Cameron La Combe

A suggested motion would be: **Based on the information before us, I move to approve Resolution #2025 - _____ to authorize the Director of Emergency Management to manage, prepare, sign, and submit reports for the 2024 State Homeland Security Program Grant award number 24SHSP017 in the amount of \$70,607.74.**

Recommendation Acceptance: ☐ yes ☐ no _____ Date: _____
Asia Williams, Chairwoman

RESOLUTION NO. 25 - _____

EMERGENCY MANAGEMENT

**Appointing the Director of Emergency Management as
the Grant Administrator**

WHEREAS, Bonner County applies for and receives State Homeland Security Grant Funds and is a sub-recipient of the Idaho Office of Emergency Management: and

WHEREAS, Bonner County is required per grant guidance to maintain all grant records and documentation and prepare and submit quarterly reports to the Idaho Office of Emergency Management; and

WHEREAS, The Director of Emergency Management is the designated single point of contact for the grant management for Bonner County; and

NOW, THEREFORE, BE IT RESOLVED, The Board of County Commissioners appoints the Director of Emergency Management as the Grant Administrator to prepare, sign, and submit quarterly reports for the 2024 State Homeland Security Program Grant award number 24SHSP017 in the amount of \$70,607.74.

The foregoing was duly enacted as a Resolution of the Board of County Commissioners of Bonner County, Idaho on the 21st day of January 2025.

BOARD OF COUNTY COMMISSIONERS

Asia Williams, Chairwoman

Ron Korn, Commissioner

Brian Domke, Commissioner

ATTEST, Michael W. Rosedale

By _____
Deputy Clerk



Bonner County
Board of Commissioners

Brian Domke

Asia Williams

Ron Korn

January 21, 2025

BOCC
District 1
Item #1

MEMORANDUM

To: Bonner County Commissioners

Re: Removing the Standing Rules from the Agenda

Since the purpose, conduct, and format of the Board of County Commissioners Meetings are defined in Chapter 2 of the Bonner County Code, and all the Bonner County Code remains in full force whether or not such code is referenced at a meeting, the current practice of including "STANDING RULES" on the business meeting agenda serves no practical function. As such, I recommend removing the "STANDING RULES" from future Board of County Commissioners regular meeting agendas.

A suggested Motion would be: Based on the information before us, I move to remove the "STANDING RULES" from future Board of County Commissioners regular meeting agendas.

Recommendation Acceptance: ☐ yes ☐ no

Asia Williams, Chair

Date



Bonner County
Board of Commissioners

Brian Domke

Asia Williams

Ron Korn

January 21, 2025

BOCC
District 1
Item #2

MEMORANDUM

To: Bonner County Commissioners

Re: Removing the Remote Public Comment Sign Up Form from the Bonner County Website

Since Chapter 2 of the Bonner County Code describes the purpose, conduct, and format of the Board of County Commissioners Meetings, and such code does not require members of the public who participate remotely (such as the current practice of using Zoom) to “sign up” in order to speak, requiring the use of an electronic sign up form stands in conflict with the County Code. Members of the public who participate in person are asked to state their name and county residency for the purpose of maintaining the public record. Treating members of the public who participate remotely in the same manner as those who participate in person would create an equitable approach to facilitating public comments. As such, I recommend removing the “Bonner County Board of Commissioners Remote Public Comment Sign Up” from the Bonner County website and reinforce the current practice of requesting all members of the public who wish to speak (either remotely or in person) to first state their name and county residency once they have been recognized by the board chair.

A suggested Motion would be: Based on the information before us, I move to remove the “Bonner County Board of Commissioners Remote Public Comment Sign Up” from the Bonner County website and reinforce the current practice of requesting all members of the public who wish to speak (either remotely or in person) to first state their name and county residency once they have been recognized by the board chair.

Recommendation Acceptance: ☐ yes ☐ no

Asia Williams, Chair

Date