

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, August 18, 2025

7:00 PM

**Council Chambers
206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website and the City's YouTube channel. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council August 4, 2025 Minutes - Laurie M. Hopkins

B. Approval of Payment of Claims - Sarah Decker

C. Disbursement Report July 2025 - Sarah Decker

Staff presented the July 2025 Accounts Payable Report to the Public Works / Finance Committee on August 11th, 2025. The Committee received the report and recommended approval of the disbursement report.

ACTION: Accept the Disbursements Report for the month of July 2025.

D. Moscow-Pullman Airport Grant Agreement Approval - Bill Belknap

The Moscow-Pullman Airport (PUW) has been awarded two Airport Improvement Program grants. One grant will fund the purchase of a new Aircraft Rescue and Fire Fighting vehicle and extraction tools (AIP 72) with a grant award of \$1,096,979, and the second will fund the expansion of the existing airport apron (AIP 73) with a grant award of \$550,316. All required local match funding will be provided by PUW, with no additional funding required from the airport sponsors. Additionally, the Idaho Transportation Department, Division of Aeronautics, has awarded the City a grant for the airport apron project of \$225,000 with no local match required. Staff has prepared two resolutions authorizing the acceptance of these three grant awards for the Council's review and approval. This was reviewed by the Public

Works/Finance Committee on August 11, 2025, and recommended for approval.

ACTION: Approve the two resolutions authorizing acceptance of the three grant awards.

E. Development Agreement Amendment for 2216 S. Main St. (Fountain's Business Park) - Bob Buvel

On December 2, 2024, City Council approved a development agreement with Joel Cohen, the owner of 2216 S. Main also known as the Fountain Business Park. As part of the agreement, the City of Moscow agreed to pay the cost to upsize the existing 6-inch water main located in US95 to a 10-inch main. The water main was oriented in a way that it could be continued east when Nelson Avenue is extended. During preparations for construction, 4G realized they had misread the plans and that the work was going to extend all the way across the highway rather than half. 4G re-negotiated with Mr. Coen to reflect that cost. During the construction of the 10-inch main in the highway, the contractor discovered several unforeseen conditions that impeded production and required additional time and materials. Unforeseen conditions like a buried retaining wall, unmapped utilities and city-directed design revisions required the contractor to procure and install additional fittings, perform additional delicate excavation and implement traffic control for a longer period of time. The contractor tracked time and equipment for these issues and that document has been included. Mr. Cohen has requested the city's contribution to the project be increased from \$57,000.00 to \$79,737.00 to reflect the true cost to install the 10-inch line. Prior to the original agreement, staff reached out to a third party contractor for a quote to do the work. M.L. Albright's responded with a quote of \$67,880.00 to bore this pipe and \$83,930.00 to trench install this pipe. That bid has been included. The revised cost with Mr. Cohen and 4G is still less than the third party bid to trench this work. The Development Agreement Amendment reflects the revised price to complete the work. This item was reviewed by the Public Works and Finance Committee on August 11, 2025 and recommended for approval.

ACTION: Approve the Development Agreement Amendment.

F. Third Amendment to Solid Waste Franchise Agreement Exhibit G - Tyler Palmer

Fees associated with the services provided under the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc., dba Inland North Waste, are adjusted each fiscal year to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Bureau of Labor Statistics. The statistics used are for a one-year period and represent the end-of-year adjusted figures for the annual change in the calendar year, as published in January of each year. The figure for 2024 was 2.86%. Staff has prepared an amended Exhibit G to reflect these changes for the Council's review and approval. This was reviewed by the Public Works/Finance Committee on August 11, 2025, and recommended for approval.

ACTION: Approve the Third Amendment to Exhibit "G" of the Solid Waste Franchise Agreement.

REGULAR AGENDA

- 2. Public Comment (limit 15 minutes)**
- 3. Citizen Commission Report - Sustainable Environment Commission - Kyle Steele / Steve McGeehan**
- 4. East City Park Stage Project Update (ACTION ITEM) - Cody Riddle**

On May 6, 2024, City Council approved a contract with Design West Architects to develop a 30% conceptual design and cost estimate for replacement of the East City Park Stage. The design was to build upon a previous design and outreach effort that concluded in 2012, and the subsequent construction of the existing restroom building that was completed in the spring of 2013. The original design effort, and restroom construction, was based on an extensive public outreach effort that dates back to 2010. Staff and the Project Architect, Ned Warnick with Design West Architects, provided the Council with project updates on June 3 and December 16, 2024. Council directed staff to complete the 30% design effort and emphasized the importance of additional public outreach. Staff will provide a summary of outreach, the feedback received, and present the resulting concept design and cost estimate.

PROPOSED ACTIONS: Accept report and provide feedback as appropriate.

5. Street Banner Policy Update (ACTION ITEM) - Bill Belknap

The City of Moscow has long maintained a program for the placement of banners in the downtown area for the display of government banners as well as public notification of special events. The program, administered by the Streets Department, has been updated several times over many years, with a formalized policy adopted by the City Council in 2013. Since the adoption of the 2013 policy, the location and use of light pole banners within the City has changed such that it requires an update. The revised policy provides the policy purpose, permitted uses, banner standards, application process and fees, and prioritization criteria to address when multiple requests are received for the same period of time. The policy establishes that the use of light pole banners and over-the-street banners are restricted for governmental use and is not intended to establish or be utilized as a public forum. This item was reviewed by the Council during the August 4, 2025 Council meeting and at which time the Council requested amendments to the draft policy. This is back for the Council's review and further consideration.

PROPOSED ACTIONS: Approve the updated Street Banner Policy and associated Resolution, or take other action deemed appropriate.

REPORTS

City Council

Mayor

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adacoordinator@ci.moscow.id.us at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, August 4, 2025

7:00 PM

**Council Chambers
206 E. Third St.**

The meeting was called to order at 7:00 p.m.

PRESENT: Mayor Art Bettge, Bryce Blankenship, Drew Davis, Sandra Kelly, Hailey Lewis, Julia Parker, Gina Taruscio

STAFF: Bill Belknap, Mia Bautista, Tyler Palmer, Sarah Decker, Bob Buvel, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Taruscio led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council July 21, 2025 Minutes - Laurie M. Hopkins

B. Approval of Payment of Claims - Sarah Decker

Kelly moved and Parker seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

None offered.

3. Public Comment (limit 15 minutes)

Ken Park (Moscow) noted local bike routes are difficult to navigate and poorly marked, leading some cyclists to use sidewalks. He suggested forming a citizen group to make recommendations. Kelly stated the former Moscow Pathways Commission created a paths map. Mayor Bettge said the Streets Division regularly paints bike lanes, but space limits separated lanes. He suggested contacting the Transportation Commission.

Gregory Soderberg (Moscow) thanked the mayor and council for their hard work. His church prays for them even if they may not agree with all the council decisions.

4. PUBLIC HEARING: City of Moscow FY2026 Annual Appropriation Ordinance (ACTION ITEM) - Bill Belknap / Sarah Decker

Staff will present the proposed City of Moscow FY2026 budget in the amount of \$139,578,442, which was considered by the City Council at a workshop held on July 8, 2025. The proposed budget includes the statutory allowed 3% inflationary increase, an additional 1% foregone tax recovery, as well as 90% of new construction and annexations, which are \$119,913 and \$4,696, respectively. According to the

Latah County Assessor's office, the assessed taxable valuation within the City increased by 3.2% this year, which resulted in a slight increase in the City's levy rate from \$3.48 to \$3.57 per \$1,000 in taxable valuation. On July 29, the City received the final new construction, annexation, and judgment refund amounts from Latah County, which resulted in an increase in the total appropriation amount of \$48,393 from the draft budget presented during the budget workshop. Staff will detail the changes for the Council's information. Included for City Council consideration is the FY2026 Annual Appropriation Ordinance and the L-2 property tax certification in the aggregate amount of \$9,088,502.

PROPOSED ACTIONS: Conduct the public hearing upon the FY2026 City of Moscow Annual Appropriation Ordinance, and upon consideration of testimony presented:

1. Approve the foregone tax recovery Resolution, or take other action as deemed appropriate;
2. Approve the ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take other action deemed appropriate.
3. Authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of \$9,088,502; or take such other action deemed appropriate.

Mayor Bettge explained the process for a public hearing and opened it at 7:08 p.m. Belknap introduced the item by providing information regarding the budget purpose, budget process and some general budget background. Other highlights included personnel changes, strategic initiatives, revenue and taxes, expenditures, and capital projects. See attached presentation.

Mayor Bettge said the Council did have a workshop in July in which they reviewed the budget line by line. In answer to council questions, Belknap explained the landfill still had capacity for approximately 30 years; the recycling center relocation will most likely be in the next five years.

Mayor Bettge asked for testimony in favor of the budget.

Victoria Seever (Moscow) said she is in support of the proposed budget. She attended the budget workshop and felt many areas of the budget are pared back. The increases in wages & benefits express appreciation for the value of the employees. There are many cuts in the budget to everything there are inflation factors. She felt departments & administration responsibly prioritized available resources to manage, table or cut city operations for the next fiscal year. She felt the proposed budget is sound.

Mayor Bettge asked for public testimony in opposition, then for general testimony. Hearing none, Mayor Bettge closed the hearing at 7:58 p.m.

Belknap provided the landfill fee changes in answer to Taruscio's previous question.

Blankenship thanked staff for accomplishing much with limited resources and noted the City's extensive services despite tax-exempt land.

Taruscio said this is her 10th budget and recognized completed projects including the emergency radio's, city shop, and downtown improvements.

Davis thanked those that sent comments via email and is appreciative of the public perspective. He thanked staff for their hard work on the budget.

Kelly thanked the Council for their time and collaboration on the budget. She noted that by the time the workshop occurs, it is not the first review of the budget, as it is built on throughout the year with questions and discussions at Council meetings. She also expressed appreciation to staff.

Blankenship noted the City reassessed commission budgets by reviewing past spending, resulting in most budgets being reduced. Belknap added that staff was concerned about meeting capital investment needs and identified \$200,000 in reductions across all departments and commissions. He feels the departments and commissions had the best intentions to get projects done but realized things move slower than expected. The commission budgets were cut approximately by half of the total requested. Staff takes budgeting seriously and maintaining critical assets and infrastructure is equally as important as daily operations. If we fall behind in maintaining those things that we are trusted to care for, the city will end up in a bad place.

Parker moved to approve the foregone tax recovery resolution. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Parker moved to approve the ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Lewis seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2025-08 by title:

AN ORDINANCE ENTITLED "ANNUAL APPROPRIATION ORDINANCE" APPROPRIATING ONE HUNDRED THIRTY-NINE MILLION, FIVE HUNDRED SEVENTY-EIGHT THOUSAND, FOUR HUNDRED FORTY-TWO DOLLARS (\$139,578,442) FOR THE PURPOSE OF DEFRAYING ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO, FOR THE 2026 FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2025, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2026, AND ALLOTING RESOURCES BY FUND FOR SAID APPROPRIATION FOR THE OBJECTS AND PURPOSES SET FORTH IN THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Parker moved to authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of \$9,088,502. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

5. PUBLIC HEARING: Proposed FY2026 Fee Resolution (ACTION ITEM) - Bill Belknap

Any new fees or increases to existing fees by more than 5% require a public hearing pursuant to Idaho Code 63-1311A. Additionally, as required by Idaho Code 63-1311, the City's fees collected shall be reasonably related to the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2026 budget year, which support the FY2025 budget proposal. The fee increases are due to the additional costs associated with the delivery of services, including administration, operations, and maintenance. Fees proposed to be adjusted include the following: arts programs, land use and development fees, construction permit fees and fees related to inspections, sanitation rates, water permit and service rates, sewer permit and service rates, street closure and traffic control, and stormwater rates, fiber optic service license fees, parks and recreation program fees, HIRC gym and room rentals, aquatic center admission, passes and lessons, and public record request fees.

PROPOSED ACTIONS: Conduct the public hearing, and after considering testimony presented, approve the FY2026 Fee Resolution as proposed; or take other action deemed appropriate.

Mayor Bettge explained the rules and opened the public hearing at 8:14 p.m. Belknap explained any new fees or increases to existing fees by more than 5% require a public hearing. Fees must be reasonably related to the actual cost of the service provided and increases are due to the additional costs associated with the delivery of services. He explained the changes to the public records request fees and highlighted updates to other fees including the decrease for water meter fees due to the new lower-cost meters.

Lewis sought confirmation about the removal of the special event staffing holiday rate. Belknap explained it was eliminated because the City already pays employees their hourly holiday rate whether they work or not. In response to Lewis's question about grading plan review, Belknap said most small projects fall under 1,000 yards, while larger projects are in the upper category. Staff determined there was no need to keep the 1,001–10,000 category and merged it into the 10,001–100,000 category.

Blankenship highlighted that alcohol license fees are not increasing.

Mayor Bettge asked for testimony in favor, opposition and any general comments. Hearing none, he closed the hearing at 8:28 p.m.

Taruscio moved to approve the FY2026 fee resolution as proposed. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Alley West of Main Street Sewer - Change Order #1 (ACTION ITEM) - Bob Buvel

On April 7th, 2025, City Council approved the award of the Alley West of Main Street Sewer Project Contract to Devout Excavation in the amount of \$366,913.32 and authorized staff approval of construction change orders in an amount not to exceed 10% of the contract amount. The project involves the replacement of the sewer main in the alley west of Main Street, between 4th and 6th Streets. The original contract included the removal and replacement of three catch basins that conflicted with the installation of the new sanitary sewer main. When the contractor tried to reconnect the new catch basins to the existing storm pipe, the condition of the pipe prevented the contractor from creating a solid connection. Staff concluded it would be prudent to replace the storm pipe and connect the catch basins with manufactured connections during this project. The contractor has confirmed that they can complete the scope of work included in the original contract, and they would be able to complete the installation of approximately 460 LF of 12" ADS Storm Pipe as well. The price change has been addressed in the draft of Change Order #1. After the execution of Change Order #1, the project expenditure amount would increase from \$366,913.32 to \$409,679.51, or an 11.7% increase.

PROPOSED ACTIONS: Recommend approval of Change Order #1 with Devout Excavation to increase the contract amount by \$42,766.19 to \$409,679.51, and authorize staff approval of construction change orders in an amount not to exceed 10% of the adjusted contract amount, or take other action deemed appropriate.

Buvel introduced the item as noted above. The contractor will meet the deadline of September 26. Once done with the sewer, they will begin this replacement of storm basins with a phased closure for parking. The additional cost will be charged to sanitary funds as the sanitary project is the direct result of this change order. The replacement of storm line is from Sixth Street to Friendship Square.

Lewis pointed out homecoming is scheduled for October and with this project complete prior to that, it won't affect the Farmers Market in the Jackson Street parking lot. She moved to approve change order #1 with Devout Excavation to increase the contract amount by \$42,766.19 to \$409,679.51, and authorize staff

approval of construction change orders in an amount not to exceed 10% of the adjusted contract amount. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Street Banner Policy Update (ACTION ITEM)- Tyler Palmer

The City of Moscow has long maintained a program for the placement of banners in the downtown area for the display of government banners as well as public notification of special events. The program, administered by the Streets Department, has been updated several times over many years, with a formalized policy adopted by the City Council in 2013. Since the adoption of the 2013 policy, the location and use of light pole banners within the City has changed such that it requires an update. The revised policy provides the policy purpose, permitted uses, banner standards, application process and fees, and prioritization criteria to address when multiple requests are received for the same period of time. The policy establishes that the use of light pole banners and over-the-street banners are restricted for governmental use and is not intended to establish or be utilized as a public forum.

PROPOSED ACTIONS: Approve the updated Street Banner Policy and associated Resolution, or take other action deemed appropriate.

Palmer said this policy has evolved through the years and was last updated in 2013. The city maintains fixed locations for City and U of I banners, locations for special event banners, and over-street banners. The council could be approached with an application for utilization of the space and/or a fee waiver. Palmer provided how many banners were non-governmental over the last few years.

Parker would prefer the policy be clear and only limited to governmental speech. If a decision was up to the Council, it would be based on the makeup of the council and on a whim.

Palmer confirmed for Davis that if it is not a city sponsored event yet using city equipment and staff personnel, the organization would pay a fee for both over-street banners and/or pole banners and does account for equipment utilization and staff time. Davis provided an example that if Cal Ripken was hosting a baseball tournament and wanted a banner installed, they would have to come before Council for utilization of the space and if the utilization was approved, could also request a fee waiver. Kelly is concerned about the balance of decisions by council. Using the Cal Ripken example, if the makeup of the council likes baseball but dislikes ice skaters it could make for a sticky situation. Palmer commented the policy does have subjectivity if the Council wants the ability to allow non-governmental events to use banner space. Regardless of sponsorship or not, the banners are still not a public forum.

Lewis agreed the makeup of council will change and felt the right thing to do was to leave the option available to council and if there were questions, seek opinion from the staff. Council makes informed decisions all the time and understands the responsibility. Following the mission statement, it comes back to being a transparent and accessible organization. Kelly reversed that thought and said if the council wants to be transparent and uphold the mission statement, the best thing to do is to only allow governmental entities so it represents everybody.

Belknap said staff can revise the resolution and remove references to sponsored events if that is the council's desire. If so, he would prefer council direct staff to revise and bring back rather than pass with edits so that a clean version can be brought back before the council for a final review.

Bettge confirmed there was consensus with the Council that the banners be used only for government agencies, no sponsored organizations.

Within the 2013 policy, other community group requests had to be open to the public and free events had precedent over paid events. Speech must be regulated as content neutral. In addition, issues arose such as

advertising for the organization rather than advertising for the event.

Parker moved to direct staff to revise policy to remove references to city sponsored events. Davis seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Historic Preservation Commission – Davis said the Commission had the Idaho State agency report on their projects. They are also working on Orchid awards.

Council members spoke on other meetings and events they attended.

Mayor

Mayor Bettge said he attended the pinning of two new officers; met with Lt Gov Bettge and Rep. McCann; airport board is pursuing a 501c6 for lobbying for air service; Tm Davis's retirement; golf tournament; new resident fire fighters welcome; and a rotary club meeting.

ADJOURN

It was mutually agreed upon to adjourn at 9:22 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk



Accounts Payable Checks for Approval

August 13, 2025 03:49 PM

jlopez

Check #	Check Date	Fund	Account	Vendor Name	Amount
113531	08/06/2025	Water Capital Fund	Improvements	Accelerated Construction	\$145,291.10
Check Total:					\$145,291.10
113532	08/06/2025	Water Fund	Printing & Binding	ALLEGRA PRINT & IMAGING	\$85.48
Check Total:					\$85.48
113533	08/06/2025	Fleet Management Fund	Shop Supplies	ALSCO, INC.	\$70.20
113533	08/06/2025	Fleet Management Fund	Operations & Maintenance Parts	ALSCO, INC.	\$47.23
113533	08/06/2025	Fleet Management Fund	Shop Supplies	ALSCO, INC.	\$70.20
113533	08/06/2025	General Fund	Janitorial Services & Supplies	ALSCO, INC.	\$17.39
113533	08/06/2025	Fleet Management Fund	Shop Supplies	ALSCO, INC.	\$47.23
113533	08/06/2025	General Fund	Janitorial Services & Supplies	ALSCO, INC.	\$17.39
113533	08/06/2025	Fleet Management Fund	Shop Supplies	ALSCO, INC.	\$70.20
Check Total:					\$339.84
113534	08/06/2025	General Fund	R & M - Buildings	AM HARDWARE, INC.	\$268.00
Check Total:					\$268.00
113535	08/06/2025	Sewer Fund	Professional Services	Anatek Labs, Inc.	\$210.00
113535	08/06/2025	Sewer Fund	Professional Services	Anatek Labs, Inc.	\$210.00
113535	08/06/2025	Water Fund	Professional Services	Anatek Labs, Inc.	\$200.00
113535	08/06/2025	Water Fund	Professional Services	Anatek Labs, Inc.	\$200.00
113535	08/06/2025	Water Fund	Professional Services	Anatek Labs, Inc.	\$200.00
113535	08/06/2025	Water Fund	Professional Services	Anatek Labs, Inc.	\$120.00
113535	08/06/2025	Water Fund	Professional Services	Anatek Labs, Inc.	\$540.00
113535	08/06/2025	Water Fund	Professional Services	Anatek Labs, Inc.	\$165.00
113535	08/06/2025	Water Fund	Professional Services	Anatek Labs, Inc.	\$55.00
113535	08/06/2025	Water Fund	Professional Services	Anatek Labs, Inc.	\$110.00
113535	08/06/2025	Water Fund	Professional Services	Anatek Labs, Inc.	\$165.00
113535	08/06/2025	Water Fund	Professional Services	Anatek Labs, Inc.	\$110.00
113535	08/06/2025	Sewer Fund	Professional Services	Anatek Labs, Inc.	\$210.00
113535	08/06/2025	Sewer Fund	Professional Services	Anatek Labs, Inc.	\$210.00
Check Total:					\$2,705.00
113536	08/06/2025	Water Fund	Heat, Lights & Utilities	Avista Utilities	\$39,272.47

Check #	Check Date	Fund	Account	Vendor Name	Amount
113536	08/06/2025	Streets Fund	Street Lighting	Avista Utilities	\$21,889.46
113536	08/06/2025	Sewer Fund	Heat, Lights & Utilities	Avista Utilities	\$16,283.09
113536	08/06/2025	General Fund	Heat, Lights & Utilities	Avista Utilities	\$1,408.60
113536	08/06/2025	General Fund	Heat, Lights & Utilities	Avista Utilities	\$3,558.94
113536	08/06/2025	Fleet Management Fund	Heat, Lights & Utilities	Avista Utilities	\$690.57
113536	08/06/2025	Recreation & Culture	Heat, Lights & Utilities	Avista Utilities	\$5,833.09
113536	08/06/2025	Transit Center	Heat, Lights & Utilities	Avista Utilities	\$20.60
113536	08/06/2025	Recreation & Culture	Heat, Lights & Utilities	Avista Utilities	\$1,418.99
113536	08/06/2025	General Fund	Heat, Lights & Utilities	Avista Utilities	\$1,042.39
113536	08/06/2025	Recreation & Culture	Heat, Lights & Utilities	Avista Utilities	\$156.54
113536	08/06/2025	General Fund	Heat, Lights & Utilities	Avista Utilities	\$478.78
113536	08/06/2025	Recreation & Culture	Heat, Lights & Utilities	Avista Utilities	\$1,475.50
113536	08/06/2025	Recreation & Culture	Heat, Lights & Utilities	Avista Utilities	\$498.29
113536	08/06/2025	Stormwater Fund	Heat, Lights & Utilities	Avista Utilities	\$138.83
Check Total:					\$94,166.14
113537	08/06/2025	Sewer Fund	Professional Services	Blue Logix, LLC	\$170.00
Check Total:					\$170.00
113538	08/06/2025	General Fund	R & M - Equipment	BLUE RIBBON LINEN SUPPLY, INC.	\$79.90
Check Total:					\$79.90
113539	08/06/2025	Transit Center	R & M - Buildings	CAMTEK INC.	\$546.88
Check Total:					\$546.88
113540	08/06/2025	General Fund	R & M - Equipment	CANON SOLUTIONS AMERICA, INC.	\$7.14
113540	08/06/2025	General Fund	R & M - Equipment	CANON SOLUTIONS AMERICA, INC.	\$37.11
113540	08/06/2025	General Fund	R & M - Equipment	CANON SOLUTIONS AMERICA, INC.	\$65.16
113540	08/06/2025	General Fund	R & M - Equipment	CANON SOLUTIONS AMERICA, INC.	\$54.81
113540	08/06/2025	General Fund	R & M - Equipment	CANON SOLUTIONS AMERICA, INC.	\$111.53
113540	08/06/2025	Recreation & Culture	Office Supplies	CANON SOLUTIONS AMERICA, INC.	\$37.18
113540	08/06/2025	General Fund	R & M - Equipment	CANON SOLUTIONS AMERICA, INC.	\$35.26
113540	08/06/2025	Water Fund	R & M - Equipment	CANON SOLUTIONS AMERICA, INC.	\$21.13
Check Total:					\$369.32
113541	08/06/2025	Recreation & Culture	Moscow Farmers Market Programs	City of Moscow	\$14.00
Check Total:					\$14.00
113542	08/06/2025	Water Fund	Operations & Maintenance Parts	CONSOLIDATED SUPPLY CO.	\$2,562.05
113542	08/06/2025	Water Fund	Operations & Maintenance Parts	CONSOLIDATED SUPPLY CO.	\$1,577.33
113542	08/06/2025	Water Fund	Operations & Maintenance Parts	CONSOLIDATED SUPPLY CO.	\$524.06
113542	08/06/2025	Water Fund	Operations & Maintenance Parts	CONSOLIDATED SUPPLY CO.	\$361.86
Check Total:					\$5,025.30

Check #	Check Date	Fund	Account	Vendor Name	Amount
113543	08/06/2025	Sewer Fund	Professional Services	CULLIGAN, LLC	\$266.90
113543	08/06/2025	General Fund	Department Supplies	CULLIGAN, LLC	\$37.25
Check Total:					\$304.15
113544	08/06/2025	Capital Projects Fund	Improvements	Design West Architects	\$3,350.00
Check Total:					\$3,350.00
113545	08/06/2025	Sewer Fund	Professional Development	Evan Timar	\$48.00
Check Total:					\$48.00
113546	08/06/2025	Recreation & Culture	R & M - Buildings	EVCO INC.	\$1,336.80
Check Total:					\$1,336.80
113547	08/06/2025	Stormwater Fund	Operations & Maintenance Parts	Ferguson Waterworks	\$414.23
Check Total:					\$414.23
113548	08/06/2025	General Fund	R & M - Buildings	FISHER SYSTEMS, INC.	\$820.47
Check Total:					\$820.47
113549	08/06/2025	Capital Projects Fund	Buildings	GEOPROFESSIONAL INNOVATION CORPORAT	\$7,012.68
113549	08/06/2025	Water Capital Fund	Buildings	GEOPROFESSIONAL INNOVATION CORPORAT	\$263.91
113549	08/06/2025	Sewer Capital Fund	Buildings	GEOPROFESSIONAL INNOVATION CORPORAT	\$263.91
Check Total:					\$7,540.50
113550	08/06/2025	Streets Fund	Maintenance	Geveko Markings, Inc.	\$2,205.76
113550	08/06/2025	Streets Fund	Maintenance	Geveko Markings, Inc.	\$7,947.50
Check Total:					\$10,153.26
113551	08/06/2025	Sewer Fund	R & M - Equipment	GRAINGER, INC.	\$222.50
Check Total:					\$222.50
113552	08/06/2025	Transit Center	R & M - Buildings	GROPP, LLC	\$979.30
Check Total:					\$979.30
113553	08/06/2025	Recreation & Culture	Department Supplies	HAHN RENTAL CENTER, INC.	\$143.00
113553	08/06/2025	Recreation & Culture	Department Supplies	HAHN RENTAL CENTER, INC.	\$143.00
113553	08/06/2025	Recreation & Culture	Department Supplies	HAHN RENTAL CENTER, INC.	\$143.00
113553	08/06/2025	Streets Fund	Rental Property & Equipment	HAHN RENTAL CENTER, INC.	\$145.00
113553	08/06/2025	Water Fund	Rental Property & Equipment	HAHN RENTAL CENTER, INC.	\$47.50
113553	08/06/2025	Stormwater Fund	Rental Property & Equipment	HAHN RENTAL CENTER, INC.	\$47.50
Check Total:					\$669.00
113554	08/06/2025	Sewer Fund	R & M - Equipment	HAHN SUPPLY, INC.	\$462.11
Check Total:					\$462.11
113555	08/06/2025	General Fund	Human Rights Commission	HEART OF THE ARTS, INC.	\$120.00

Check #	Check Date	Fund	Account	Vendor Name	Amount
Check Total:					\$120.00
113556	08/06/2025	Streets Fund	Maintenance	HERCO, INC.	\$1,088.64
Check Total:					\$1,088.64
113557	08/06/2025	Stormwater Fund	R & M - Equipment	Home Depot U.S.A, Inc.	\$596.41
113557	08/06/2025	Stormwater Fund	R & M - Equipment	Home Depot U.S.A, Inc.	\$(829.02)
113557	08/06/2025	Stormwater Fund	R & M - Equipment	Home Depot U.S.A, Inc.	\$829.02
Check Total:					\$596.41
113558	08/06/2025	Recreation & Culture	R & M - Grounds	HORIZON	\$6,136.67
113558	08/06/2025	Recreation & Culture	R & M - Grounds	HORIZON	\$2,187.49
113558	08/06/2025	Recreation & Culture	R & M - Grounds	HORIZON	\$(822.63)
Check Total:					\$7,501.53
113559	08/06/2025	Sewer Fund	Office Supplies	Inland First Aid and Safety LLC	\$48.30
113559	08/06/2025	Water Fund	Other Miscellaneous Supplies	Inland First Aid and Safety LLC	\$70.30
113559	08/06/2025	Water Fund	Other Miscellaneous Supplies	Inland First Aid and Safety LLC	\$70.45
Check Total:					\$189.05
113560	08/06/2025	Recreation & Culture	R & M - Grounds	J.R. SIMPLOT COMPANY	\$2,000.00
113560	08/06/2025	Recreation & Culture	R & M - Grounds	J.R. SIMPLOT COMPANY	\$2,000.00
113560	08/06/2025	General Fund	R & M - Grounds	J.R. SIMPLOT COMPANY	\$2,000.00
113560	08/06/2025	MSD Community Play Fields	Chemicals	J.R. SIMPLOT COMPANY	\$2,300.00
113560	08/06/2025	Recreation & Culture	Chemicals	J.R. SIMPLOT COMPANY	\$2,435.00
Check Total:					\$10,735.00
113561	08/06/2025	General Fund	Department Supplies	JAMAR TECHNOLOGIES, INC	\$698.60
Check Total:					\$698.60
113562	08/06/2025	General Fund	Office Supplies	LOOKING GLASS	\$25.46
113562	08/06/2025	General Fund	Office Supplies	LOOKING GLASS	\$32.55
113562	08/06/2025	General Fund	Office Supplies	LOOKING GLASS	\$39.64
113562	08/06/2025	General Fund	Office Supplies	LOOKING GLASS	\$32.55
113562	08/06/2025	General Fund	Office Supplies	LOOKING GLASS	\$23.00
113562	08/06/2025	Stormwater Fund	Office Supplies	LOOKING GLASS	\$11.50
113562	08/06/2025	Stormwater Fund	Office Supplies	LOOKING GLASS	\$32.55
113562	08/06/2025	Stormwater Fund	Office Supplies	LOOKING GLASS	\$32.55
Check Total:					\$229.80
113563	08/06/2025	Streets Fund	Maintenance	MALLORY PAINT STORE	\$89.98
113563	08/06/2025	Recreation & Culture	R & M - Grounds	MALLORY PAINT STORE	\$158.95
Check Total:					\$248.93
113564	08/06/2025	Recreation & Culture	R & M - Buildings	MCCOY PLUMBING & HEATING, INC.	\$20.95

Check #	Check Date	Fund	Account	Vendor Name	Amount
Check Total:					\$20.95
113565	08/06/2025	Water Fund	Water Conservation Program	Michael Howard	\$125.00
Check Total:					\$125.00
113566	08/06/2025	General Fund	R & M - Buildings	Mike's Mechanical Services	\$1,060.00
Check Total:					\$1,060.00
113567	08/06/2025	Streets Fund	Maintenance	MOSCOW & PULLMAN BUILDING SUPPLY	\$23.38
113567	08/06/2025	Fleet Management Fund	Shop Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$31.97
113567	08/06/2025	Fleet Management Fund	Shop Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$5.99
113567	08/06/2025	Stormwater Fund	Office Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$(13.98)
113567	08/06/2025	Stormwater Fund	Office Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$13.98
113567	08/06/2025	General Fund	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$6.64
113567	08/06/2025	Recreation & Culture	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$15.98
113567	08/06/2025	General Fund	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$6.99
113567	08/06/2025	Water Fund	Other Miscellaneous Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$5.29
113567	08/06/2025	Water Fund	Other Miscellaneous Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$44.16
113567	08/06/2025	Fleet Management Fund	Operations & Maintenance Parts	MOSCOW & PULLMAN BUILDING SUPPLY	\$12.49
113567	08/06/2025	Fleet Management Fund	Shop Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$11.98
113567	08/06/2025	Fleet Management Fund	Shop Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$9.49
113567	08/06/2025	Fleet Management Fund	Operations & Maintenance Parts	MOSCOW & PULLMAN BUILDING SUPPLY	\$(11.39)
113567	08/06/2025	Fleet Management Fund	Shop Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$11.39
113567	08/06/2025	Recreation & Culture	R & M - Equipment	MOSCOW & PULLMAN BUILDING SUPPLY	\$48.79
113567	08/06/2025	Recreation & Culture	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$1.32
113567	08/06/2025	General Fund	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$4.65
113567	08/06/2025	Water Fund	Other Miscellaneous Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$5.96
113567	08/06/2025	Water Fund	Operations & Maintenance Parts	MOSCOW & PULLMAN BUILDING SUPPLY	\$10.53
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$22.82
113567	08/06/2025	Recreation & Culture	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$14.49
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$15.18
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$25.34
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$9.02
113567	08/06/2025	Recreation & Culture	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$25.98
113567	08/06/2025	General Fund	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$17.17
113567	08/06/2025	Recreation & Culture	R & M - Equipment	MOSCOW & PULLMAN BUILDING SUPPLY	\$8.38
113567	08/06/2025	General Fund	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$13.66
113567	08/06/2025	Recreation & Culture	R & M - Equipment	MOSCOW & PULLMAN BUILDING SUPPLY	\$4.27
113567	08/06/2025	Recreation & Culture	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$6.49
113567	08/06/2025	Fleet Management Fund	Operations & Maintenance Parts	MOSCOW & PULLMAN BUILDING SUPPLY	\$11.29
113567	08/06/2025	Stormwater Fund	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$31.09
113567	08/06/2025	Stormwater Fund	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$15.38
113567	08/06/2025	Stormwater Fund	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$14.28

Check #	Check Date	Fund	Account	Vendor Name	Amount
113567	08/06/2025	MSD Community Play Fields	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$27.78
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$24.21
113567	08/06/2025	Streets Fund	Maintenance	MOSCOW & PULLMAN BUILDING SUPPLY	\$38.43
113567	08/06/2025	Water Fund	Other Miscellaneous Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$44.90
113567	08/06/2025	Stormwater Fund	Office Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$12.99
113567	08/06/2025	General Fund	Janitorial Services & Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$15.98
113567	08/06/2025	Streets Fund	R & M - Buildings	MOSCOW & PULLMAN BUILDING SUPPLY	\$10.49
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$39.62
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$247.97
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$14.70
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$51.64
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$102.01
113567	08/06/2025	General Fund	Downtown Maintenance	MOSCOW & PULLMAN BUILDING SUPPLY	\$38.34
113567	08/06/2025	Recreation & Culture	R & M - Buildings	MOSCOW & PULLMAN BUILDING SUPPLY	\$56.21
113567	08/06/2025	Recreation & Culture	Chemicals	MOSCOW & PULLMAN BUILDING SUPPLY	\$11.49
113567	08/06/2025	Water Fund	Other Miscellaneous Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$29.99
113567	08/06/2025	Recreation & Culture	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$17.99
113567	08/06/2025	General Fund	R & M - Buildings	MOSCOW & PULLMAN BUILDING SUPPLY	\$7.59
113567	08/06/2025	Recreation & Culture	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$44.99
113567	08/06/2025	General Fund	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$8.92
113567	08/06/2025	General Fund	R & M - Buildings	MOSCOW & PULLMAN BUILDING SUPPLY	\$54.71
113567	08/06/2025	Transit Center	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$14.24
113567	08/06/2025	Recreation & Culture	R & M - Buildings	MOSCOW & PULLMAN BUILDING SUPPLY	\$3.76
113567	08/06/2025	Recreation & Culture	R & M - Buildings	MOSCOW & PULLMAN BUILDING SUPPLY	\$7.52
113567	08/06/2025	Recreation & Culture	R & M - Grounds	MOSCOW & PULLMAN BUILDING SUPPLY	\$19.92
113567	08/06/2025	Recreation & Culture	Department Supplies	MOSCOW & PULLMAN BUILDING SUPPLY	\$16.33
Check Total:					\$1,443.17
113568	08/06/2025	Capital Projects Fund	Roadway Improvement Program	MOTLEY-MOTLEY, INC.	\$25,676.04
Check Total:					\$25,676.04
113569	08/06/2025	Streets Fund	Maintenance	MOTLEY-MOTLEY, INC.	\$4,794.33
Check Total:					\$4,794.33
113570	08/06/2025	Water Fund	Office Supplies	ODP Business Solutions LLC	\$121.44
113570	08/06/2025	Water Fund	Other Miscellaneous Supplies	ODP Business Solutions LLC	\$33.62
113570	08/06/2025	Water Fund	Office Supplies	ODP Business Solutions LLC	\$15.43
113570	08/06/2025	Sewer Fund	Office Supplies	ODP Business Solutions LLC	\$595.18
113570	08/06/2025	Sewer Fund	Office Supplies	ODP Business Solutions LLC	\$433.13
113570	08/06/2025	Sewer Fund	Office Supplies	ODP Business Solutions LLC	\$138.99
113570	08/06/2025	Water Fund	Office Supplies	ODP Business Solutions LLC	\$24.79
Check Total:					\$1,362.58

Check #	Check Date	Fund	Account	Vendor Name	Amount
113571	08/06/2025	Streets Fund	Maintenance	Omega Electric	\$58.50
Check Total:					\$58.50
113572	08/06/2025	Sewer Fund	Chemicals	OXARC, INC.	\$507.65
Check Total:					\$507.65
113573	08/06/2025	Sewer Fund	R & M - Equipment	PHILLIP R. STRADLEY	\$561.81
113573	08/06/2025	Water Fund	R & M - Equipment	PHILLIP R. STRADLEY	\$1,581.80
Check Total:					\$2,143.61
113574	08/06/2025	Sewer Fund	R & M - Equipment	Prestige Worldwide Technologies	\$1,910.00
Check Total:					\$1,910.00
113575	08/06/2025	General Fund	SRT Supplies	Primary Weapons Systems	\$1,353.96
Check Total:					\$1,353.96
113576	08/06/2025	Sewer Fund	R & M - Equipment	Rogers Machinery Company, Inc.	\$400.40
Check Total:					\$400.40
113577	08/06/2025	General Fund	Employee Recognition	Rosauers Supermarkets, Inc.	\$653.43
113577	08/06/2025	General Fund	Employee Recognition	Rosauers Supermarkets, Inc.	\$26.95
Check Total:					\$680.38
113578	08/06/2025	Recreation & Culture	Professional Development	Scott Cron	\$52.25
Check Total:					\$52.25
113579	08/06/2025	Recreation & Culture	Moscow Farmers Market Programs	SISTERS COOKIE COMPANY	\$20.00
Check Total:					\$20.00
113580	08/06/2025	Recreation & Culture	Department Supplies	Spence Sales & Service	\$105.86
113580	08/06/2025	MSD Community Play Fields	R & M - Equipment	Spence Sales & Service	\$2,231.95
113580	08/06/2025	Recreation & Culture	Minor Equipment	Spence Sales & Service	\$5,015.88
113580	08/06/2025	Recreation & Culture	R & M - Equipment	Spence Sales & Service	\$39.99
Check Total:					\$7,393.68
113581	08/06/2025	Water Fund	Department Supplies	SPOKANE HOUSE OF HOSE, INC.	\$173.32
Check Total:					\$173.32
113582	08/06/2025	Recreation & Culture	Concession Supplies	STAPLES ADVANTAGE	\$10.24
113582	08/06/2025	Recreation & Culture	Office Supplies	STAPLES ADVANTAGE	\$119.99
113582	08/06/2025	Recreation & Culture	Department Supplies	STAPLES ADVANTAGE	\$297.31
113582	08/06/2025	General Fund	Office Supplies	STAPLES ADVANTAGE	\$25.58
113582	08/06/2025	General Fund	Office Supplies	STAPLES ADVANTAGE	\$105.96
113582	08/06/2025	Recreation & Culture	Office Supplies	STAPLES ADVANTAGE	\$2.64
113582	08/06/2025	General Fund	Office Supplies	STAPLES ADVANTAGE	\$45.14

Check #	Check Date	Fund	Account	Vendor Name	Amount
Check Total:					\$606.86
113583	08/06/2025	General Fund	Department Supplies	Stoneway Electric Supply Co.	\$16.52
Check Total:					\$16.52
113584	08/06/2025	Water Fund	Other Miscellaneous Supplies	THE LOCK SHOP OF NORTH IDAHO, INC.	\$12.50
Check Total:					\$12.50
113585	08/06/2025	General Fund	Professional Publications	THOMSON REUTERS-WEST	\$89.07
113585	08/06/2025	General Fund	Professional Publications	THOMSON REUTERS-WEST	\$365.88
Check Total:					\$454.95
113586	08/06/2025	General Fund	Department Supplies	TRANSUNION RISK AND ALTERNATIVE	\$179.40
Check Total:					\$179.40
113587	08/06/2025	General Fund	Advertising & Publishing	TRIBUNE PUBLISHING COMPANY	\$91.12
Check Total:					\$91.12
113588	08/06/2025	General Fund	Postage Expense	U.S. Postal Service (CMRS-FP)	\$0.74
113588	08/06/2025	General Fund	Department Supplies	U.S. Postal Service (CMRS-FP)	\$26.71
113588	08/06/2025	General Fund	Postage Expense	U.S. Postal Service (CMRS-FP)	\$108.91
113588	08/06/2025	General Fund	Postage Expense	U.S. Postal Service (CMRS-FP)	\$537.12
113588	08/06/2025	General Fund	Postage Expense	U.S. Postal Service (CMRS-FP)	\$12.33
113588	08/06/2025	General Fund	Postage Expense	U.S. Postal Service (CMRS-FP)	\$173.98
113588	08/06/2025	General Fund	Postage Expense	U.S. Postal Service (CMRS-FP)	\$207.31
113588	08/06/2025	General Fund	Postage Expense	U.S. Postal Service (CMRS-FP)	\$0.69
Check Total:					\$1,067.79
113589	08/06/2025	General Fund	Bike Patrol Supplies	UNIFORMS2GEAR, INC.	\$77.34
113589	08/06/2025	General Fund	Uniform Expense	UNIFORMS2GEAR, INC.	\$154.68
113589	08/06/2025	General Fund	Uniform Expense	UNIFORMS2GEAR, INC.	\$199.50
113589	08/06/2025	General Fund	Uniform Expense	UNIFORMS2GEAR, INC.	\$275.22
113589	08/06/2025	General Fund	Uniform Expense	UNIFORMS2GEAR, INC.	\$200.51
113589	08/06/2025	General Fund	Uniform Expense	UNIFORMS2GEAR, INC.	\$50.01
113589	08/06/2025	General Fund	Uniform Expense	UNIFORMS2GEAR, INC.	\$55.69
113589	08/06/2025	General Fund	Uniform Expense	UNIFORMS2GEAR, INC.	\$5,929.27
Check Total:					\$6,942.22
113590	08/06/2025	Recreation & Culture	Chemicals	W.M. SMITH AND ASSOCIATES, INC.	\$7,425.20
Check Total:					\$7,425.20
113591	08/06/2025	Capital Projects Fund	Buildings	Wellens General Contractor	\$281,711.35
113591	08/06/2025	Water Capital Fund	Buildings	Wellens General Contractor	\$17,191.55
113591	08/06/2025	Sewer Capital Fund	Buildings	Wellens General Contractor	\$20,642.64

Check #	Check Date	Fund	Account	Vendor Name	Amount
Check Total:					\$319,545.54
113592	08/13/2025	Recreation & Culture	Moscow Farmers Market Programs	AICHELE FARMS	\$10.00
Check Total:					\$10.00
113593	08/13/2025	Recreation & Culture	Department Supplies	ALSCO, INC.	\$61.64
113593	08/13/2025	Recreation & Culture	Department Supplies	ALSCO, INC.	\$16.45
113593	08/13/2025	Recreation & Culture	Department Supplies	ALSCO, INC.	\$87.40
113593	08/13/2025	General Fund	Janitorial Services & Supplies	ALSCO, INC.	\$48.73
113593	08/13/2025	Recreation & Culture	Department Supplies	ALSCO, INC.	\$51.64
113593	08/13/2025	Recreation & Culture	Department Supplies	ALSCO, INC.	\$16.45
113593	08/13/2025	Recreation & Culture	Concession Supplies	ALSCO, INC.	\$88.64
113593	08/13/2025	General Fund	Janitorial Services & Supplies	ALSCO, INC.	\$48.73
113593	08/13/2025	Recreation & Culture	Department Supplies	ALSCO, INC.	\$51.14
113593	08/13/2025	Recreation & Culture	Department Supplies	ALSCO, INC.	\$16.45
113593	08/13/2025	Recreation & Culture	Department Supplies	ALSCO, INC.	\$87.40
113593	08/13/2025	General Fund	Department Supplies	ALSCO, INC.	\$31.98
113593	08/13/2025	Transit Center	Department Supplies	ALSCO, INC.	\$38.41
113593	08/13/2025	General Fund	Department Supplies	ALSCO, INC.	\$31.98
113593	08/13/2025	General Fund	Department Supplies	ALSCO, INC.	\$28.54
113593	08/13/2025	General Fund	Department Supplies	ALSCO, INC.	\$28.54
113593	08/13/2025	Transit Center	Department Supplies	ALSCO, INC.	\$38.41
Check Total:					\$772.53
113594	08/13/2025	Capital Projects Fund	Roadway Improvement Program	ALTA SCIENCE AND ENGINEERING INC	\$1,695.91
113594	08/13/2025	Capital Projects Fund	Roadway Improvement Program	ALTA SCIENCE AND ENGINEERING INC	\$134.34
113594	08/13/2025	Capital Projects Fund	Roadway Improvement Program	ALTA SCIENCE AND ENGINEERING INC	\$518.90
113594	08/13/2025	Capital Projects Fund	Roadway Improvement Program	ALTA SCIENCE AND ENGINEERING INC	\$41.10
Check Total:					\$2,390.25
113595	08/13/2025	Stormwater Fund	Operations & Maintenance Parts	Amazon Capital Services	\$2,239.26
113595	08/13/2025	Streets Fund	Office Supplies	Amazon Capital Services	\$203.95
Check Total:					\$2,443.21
113596	08/13/2025	Sewer Fund	Professional Services	Anatek Labs, Inc.	\$620.00
113596	08/13/2025	Sewer Fund	Professional Services	Anatek Labs, Inc.	\$252.00
113596	08/13/2025	Sewer Fund	Professional Services	Anatek Labs, Inc.	\$273.00
113596	08/13/2025	Sewer Fund	Professional Services	Anatek Labs, Inc.	\$294.00
Check Total:					\$1,439.00
113597	08/13/2025	Streets Fund	Maintenance	Arrow Construction Supply, Inc.	\$1,395.00
113597	08/13/2025	Streets Fund	Maintenance	Arrow Construction Supply, Inc.	\$437.40
Check Total:					\$1,832.40

Check #	Check Date	Fund	Account	Vendor Name	Amount
113598	08/13/2025	Sewer Fund	Uniform Expense	ARTBEAT, INC.	\$262.20
Check Total:					\$262.20
113599	08/13/2025	Stormwater Fund	Professional Services	Bowman Consulting Group, LTD.	\$1,876.50
113599	08/13/2025	Sewer Fund	Professional Services	Bowman Consulting Group, LTD.	\$4,034.48
113599	08/13/2025	Water Fund	Professional Services	Bowman Consulting Group, LTD.	\$3,471.52
Check Total:					\$9,382.50
113600	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	BRAUN NORTHWEST INC	\$287.11
Check Total:					\$287.11
113601	08/13/2025	Recreation & Culture	Moscow Farmers Market Programs	Calhoun Family Fruit	\$12.00
Check Total:					\$12.00
113602	08/13/2025	Fleet Management Fund	Office Supplies	CANON SOLUTIONS AMERICA, INC.	\$17.91
113602	08/13/2025	General Fund	R & M - Equipment	CANON SOLUTIONS AMERICA, INC.	\$24.61
113602	08/13/2025	General Fund	R & M - Equipment	CANON SOLUTIONS AMERICA, INC.	\$107.43
113602	08/13/2025	Sewer Fund	Professional Services	CANON SOLUTIONS AMERICA, INC.	\$67.88
113602	08/13/2025	Recreation & Culture	R & M - Equipment	CANON SOLUTIONS AMERICA, INC.	\$111.15
Check Total:					\$328.98
113603	08/13/2025	Capital Projects Fund	Buildings	CASTELLAW KOM ARCHITECTS	\$1,474.38
Check Total:					\$1,474.38
113604	08/13/2025	Recreation & Culture	Moscow Farmers Market Programs	City of Moscow	\$30.00
Check Total:					\$30.00
113605	08/13/2025	Fleet Management Fund	Motor Fuels & Lubricants	COLEMAN OIL CO.	\$8.88
113605	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	COLEMAN OIL CO.	\$141.17
Check Total:					\$150.05
113606	08/13/2025	General Fund	Department Supplies	DASH MEDICAL GLOVES	\$168.14
Check Total:					\$168.14
113607	08/13/2025	Sewer Capital Fund	Sewer Main Program	Devout Excavation LLC	\$96,540.62
Check Total:					\$96,540.62
113608	08/13/2025	Water Fund	Professional Services	DIGLINE, INC.	\$206.70
113608	08/13/2025	Sewer Fund	Professional Services	DIGLINE, INC.	\$206.70
Check Total:					\$413.40
113609	08/13/2025	Stormwater Fund	Operations & Maintenance Parts	ENVIRONMENTAL PRODUCTS & ACCESS, LL	\$1,038.65
Check Total:					\$1,038.65
113610	08/13/2025	General Fund	Public Education Supplies	Eric Engerbretson	\$500.00

Check #	Check Date	Fund	Account	Vendor Name	Amount
Check Total:					\$500.00
113611	08/13/2025	Water Fund	Uniform Expense	Ethan Shaw	\$80.51
Check Total:					\$80.51
113612	08/13/2025	Fleet Management Fund	Office Supplies	Farmer Brothers Co.	\$82.25
113612	08/13/2025	Streets Fund	Office Supplies	Farmer Brothers Co.	\$82.26
113612	08/13/2025	Stormwater Fund	Office Supplies	Farmer Brothers Co.	\$82.25
113612	08/13/2025	Recreation & Culture	Department Supplies	Farmer Brothers Co.	\$82.25
Check Total:					\$329.01
113613	08/13/2025	Sanitation Fund	Waste Connection Trans	FINLEY BUTTES LANDFILL	\$135,032.34
113613	08/13/2025	Sanitation Fund	Fuel Relief	FINLEY BUTTES LANDFILL	\$504.72
Check Total:					\$135,537.06
113614	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	GENERAL FIRE APPARATUS	\$1,270.88
Check Total:					\$1,270.88
113615	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	GORDON TRUCK CENTERS, INC.	\$362.90
Check Total:					\$362.90
113616	08/13/2025	Streets Fund	Ice & Snow	GRAINGER, INC.	\$672.89
113616	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	GRAINGER, INC.	\$227.88
Check Total:					\$900.77
113617	08/13/2025	General Fund	Fire Prevention Programs	Greta Lovell	\$195.00
Check Total:					\$195.00
113618	08/13/2025	Recreation & Culture	Farmers Market Commission	HAGEN'S ORCHARD	\$18.00
Check Total:					\$18.00
113619	08/13/2025	Recreation & Culture	R & M - Buildings	HELBLING MACHINE & AUTO PARTS	\$28.42
Check Total:					\$28.42
113620	08/13/2025	Streets Fund	Maintenance	HERCO, INC.	\$1,034.90
Check Total:					\$1,034.90
113621	08/13/2025	Capital Projects Fund	Roadway Improvement Program	HMH Engineering	\$300.55
113621	08/13/2025	Capital Projects Fund	Roadway Improvement Program	HMH Engineering	\$3,794.16
Check Total:					\$4,094.71
113622	08/13/2025	General Fund	VEBA Program	HRA VEBA TRUST	\$2,897.54
Check Total:					\$2,897.54
113623	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	HUGHES FIRE EQUIPMENT, INC.	\$620.29
113623	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	HUGHES FIRE EQUIPMENT, INC.	\$620.29

Check #	Check Date	Fund	Account	Vendor Name	Amount
113623	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	HUGHES FIRE EQUIPMENT, INC.	\$620.29
113623	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	HUGHES FIRE EQUIPMENT, INC.	\$620.29
113623	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	HUGHES FIRE EQUIPMENT, INC.	\$620.29
113623	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	HUGHES FIRE EQUIPMENT, INC.	\$620.29
113623	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	HUGHES FIRE EQUIPMENT, INC.	\$620.29
Check Total:					\$4,342.03
113624	08/13/2025	Recreation & Culture	Concession Supplies	IDAHO BEVERAGES, INC.	\$548.40
Check Total:					\$548.40
113625	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	IIA Lifting Services, Inc.	\$2,568.36
113625	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	IIA Lifting Services, Inc.	\$1,037.02
113625	08/13/2025	Sewer Fund	Professional Services	IIA Lifting Services, Inc.	\$1,980.00
Check Total:					\$5,585.38
113626	08/13/2025	Fleet Management Fund	Shop Supplies	Inland First Aid and Safety LLC	\$57.25
113626	08/13/2025	Fleet Management Fund	Shop Supplies	Inland First Aid and Safety LLC	\$34.40
113626	08/13/2025	Water Fund	Other Miscellaneous Supplies	Inland First Aid and Safety LLC	\$58.90
Check Total:					\$150.55
113627	08/13/2025	Streets Fund	Traffic Control	InterMountain Sign & Safety, Inc.	\$72.00
Check Total:					\$72.00
113628	08/13/2025	Water Fund	Uniform Expense	Jacob Reinier	\$44.51
113628	08/13/2025	Water Fund	Uniform Expense	Jacob Reinier	\$52.99
Check Total:					\$97.50
113629	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	KENWORTH SALES COMPANY	\$9,540.60
Check Total:					\$9,540.60
113630	08/13/2025	Recreation & Culture	Refunds & Reimbursements	Kristin Haltinner	\$90.00
Check Total:					\$90.00
113631	08/13/2025	General Fund	Minor Equipment	L.N. Curtis & Sons	\$8,485.50
Check Total:					\$8,485.50
113632	08/13/2025	Recreation & Culture	Moscow Farmers Market Programs	LADYBUG CREATIONS	\$18.00
Check Total:					\$18.00
113633	08/13/2025	Water Fund	Office Supplies	LOOKING GLASS	\$124.72
113633	08/13/2025	Water Fund	Office Supplies	LOOKING GLASS	\$8.35
Check Total:					\$133.07
113634	08/13/2025	Recreation & Culture	R & M - Grounds	MALLORY PAINT STORE	\$1,164.65
113634	08/13/2025	Recreation & Culture	R & M - Grounds	MALLORY PAINT STORE	\$(674.80)

Check #	Check Date	Fund	Account	Vendor Name	Amount
Check Total:					\$489.85
113635	08/13/2025	Recreation & Culture	R & M - Buildings	MCCOY PLUMBING & HEATING, INC.	\$44.95
Check Total:					\$44.95
113636	08/13/2025	General Fund	Professional Services	Minert & Associates, Inc.	\$544.00
Check Total:					\$544.00
113637	08/13/2025	Fleet Management Fund	Trash & Container Service	Moscow Recycling	\$21.11
113637	08/13/2025	Streets Fund	Trash & Container Service	Moscow Recycling	\$21.11
113637	08/13/2025	Stormwater Fund	Trash & Container Service	Moscow Recycling	\$21.11
113637	08/13/2025	Recreation & Culture	Trash & Container Service	Moscow Recycling	\$21.11
Check Total:					\$84.44
113638	08/13/2025	Streets Fund	Maintenance	MOTLEY-MOTLEY, INC.	\$1,612.03
113638	08/13/2025	Water Fund	Professional Services	MOTLEY-MOTLEY, INC.	\$1,500.00
Check Total:					\$3,112.03
113639	08/13/2025	Information Systems Fund	Professional Services - IS	MOTOROLA SOLUTIONS, INC.	\$15,840.00
113639	08/13/2025	Information Systems Fund	Professional Services - IS	MOTOROLA SOLUTIONS, INC.	\$9,035.00
Check Total:					\$24,875.00
113640	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	Mr. Windshield	\$60.00
Check Total:					\$60.00
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$47.76
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$4.54
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$2.42
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$33.93
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$66.92
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$13.62
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$15.68
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$228.19
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$702.36
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$(90.00)
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$259.80
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$177.45
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$431.42
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$(74.07)
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$15.38
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$7.69
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$37.38
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$9.69
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$1,256.76

Check #	Check Date	Fund	Account	Vendor Name	Amount
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$6.69
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$168.62
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$(62.69)
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$149.52
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$8.49
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$446.50
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$2.81
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$8.60
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$7.26
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$25.47
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$7.50
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$74.00
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$5.16
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$162.10
113641	08/13/2025	Fleet Management Fund	Shop Supplies	NAPA AUTO PARTS	\$12.99
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$31.72
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$4.27
113641	08/13/2025	Fleet Management Fund	Shop Supplies	NAPA AUTO PARTS	\$26.22
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$17.93
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$246.19
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$8.48
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$69.99
113641	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	NAPA AUTO PARTS	\$62.69
Check Total:					\$4,637.43
113642	08/13/2025	Sewer Fund	R & M - Equipment	National Safety, Inc.	\$279.00
Check Total:					\$279.00
113643	08/13/2025	General Fund	Professional Services	Nicole Larson	\$1,171.88
Check Total:					\$1,171.88
113644	08/13/2025	General Fund	Recruitment Expense	Nikki J. Stypa, Psy.D., PLLC	\$650.00
113644	08/13/2025	General Fund	Recruitment Expense	Nikki J. Stypa, Psy.D., PLLC	\$650.00
Check Total:					\$1,300.00
113645	08/13/2025	Stormwater Fund	Department Supplies	NORCO, INC.	\$127.22
113645	08/13/2025	Recreation & Culture	Department Supplies	NORCO, INC.	\$22.05
Check Total:					\$149.27
113646	08/13/2025	Water Fund	Professional Development	Oscar Kearney	\$66.60
Check Total:					\$66.60
113647	08/13/2025	Sewer Fund	Chemicals	OXARC, INC.	\$4,454.06

Check #	Check Date	Fund	Account	Vendor Name	Amount
Check Total:					\$4,454.06
113648	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	Pape Machinery, Inc.	\$423.48
113648	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	Pape Machinery, Inc.	\$668.03
Check Total:					\$1,091.51
113649	08/13/2025	Recreation & Culture	Moscow Farmers Market Programs	PATTY OMODT	\$18.00
Check Total:					\$18.00
113650	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	Productivity Plus	\$45.68
Check Total:					\$45.68
113651	08/13/2025	General Fund	Firearms Program	PROFORCE MARKETING, INC.	\$927.28
113651	08/13/2025	General Fund	Uniform Expense	PROFORCE MARKETING, INC.	\$449.70
Check Total:					\$1,376.98
113652	08/13/2025	General Fund	Recruitment Expense	Prove It Polygraph	\$200.00
Check Total:					\$200.00
113653	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	Rebel Creek Properties LLC	\$792.00
Check Total:					\$792.00
113654	08/13/2025	Recreation & Culture	R & M - Buildings	RecSupply	\$269.64
Check Total:					\$269.64
113655	08/13/2025	Recreation & Culture	Special Events	Regents of the University of Idaho	\$420.00
Check Total:					\$420.00
113656	08/13/2025	Recreation & Culture	Department Supplies	Rosauers Supermarkets, Inc.	\$35.97
113656	08/13/2025	Recreation & Culture	Concession Supplies	Rosauers Supermarkets, Inc.	\$5.98
113656	08/13/2025	Recreation & Culture	Department Supplies	Rosauers Supermarkets, Inc.	\$15.98
113656	08/13/2025	General Fund	Department Supplies	Rosauers Supermarkets, Inc.	\$6.98
113656	08/13/2025	General Fund	Department Supplies	Rosauers Supermarkets, Inc.	\$6.98
113656	08/13/2025	Recreation & Culture	Department Supplies	Rosauers Supermarkets, Inc.	\$222.64
113656	08/13/2025	Recreation & Culture	Department Supplies	Rosauers Supermarkets, Inc.	\$15.98
Check Total:					\$310.51
113657	08/13/2025	Recreation & Culture	Moscow Farmers Market Programs	ROTARY CLUB OF MOSCOW #249	\$10.00
Check Total:					\$10.00
113658	08/13/2025	Sewer Fund	R & M - Equipment	SHERWIN-WILLIAMS COMPANY	\$247.39
Check Total:					\$247.39
113659	08/13/2025	Recreation & Culture	Events & Programs	SISTERS COOKIE COMPANY	\$174.00
Check Total:					\$174.00

Check #	Check Date	Fund	Account	Vendor Name	Amount
113660	08/13/2025	Water Fund	Meter Installations	SOME RANDOM LLC	\$14.00
113660	08/13/2025	Water Fund	General Facility Charges	SOME RANDOM LLC	\$4,281.00
Check Total:					\$4,295.00
113661	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	SPENCE HARDWARE & SUPPLY, INC.	\$8.43
113661	08/13/2025	Sewer Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$12.99
113661	08/13/2025	Stormwater Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$23.98
113661	08/13/2025	Water Fund	Other Miscellaneous Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$14.49
113661	08/13/2025	Water Fund	Operations & Maintenance Parts	SPENCE HARDWARE & SUPPLY, INC.	\$13.77
113661	08/13/2025	Sewer Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$41.31
113661	08/13/2025	Sewer Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$154.81
113661	08/13/2025	Sewer Fund	R & M - Equipment	SPENCE HARDWARE & SUPPLY, INC.	\$32.93
113661	08/13/2025	Sewer Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$82.54
113661	08/13/2025	Sewer Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$80.37
113661	08/13/2025	Sewer Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$8.96
113661	08/13/2025	Recreation & Culture	R & M - Grounds	SPENCE HARDWARE & SUPPLY, INC.	\$9.96
113661	08/13/2025	Recreation & Culture	R & M - Grounds	SPENCE HARDWARE & SUPPLY, INC.	\$16.99
113661	08/13/2025	Recreation & Culture	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$31.77
113661	08/13/2025	Sewer Fund	R & M - Equipment	SPENCE HARDWARE & SUPPLY, INC.	\$87.94
113661	08/13/2025	Sewer Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$6.99
113661	08/13/2025	Sewer Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$33.97
113661	08/13/2025	Streets Fund	Maintenance	SPENCE HARDWARE & SUPPLY, INC.	\$31.57
113661	08/13/2025	Recreation & Culture	R & M - Grounds	SPENCE HARDWARE & SUPPLY, INC.	\$34.75
113661	08/13/2025	General Fund	Downtown Maintenance	SPENCE HARDWARE & SUPPLY, INC.	\$25.57
113661	08/13/2025	Recreation & Culture	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$46.26
113661	08/13/2025	Streets Fund	Maintenance	SPENCE HARDWARE & SUPPLY, INC.	\$26.99
113661	08/13/2025	Streets Fund	Maintenance	SPENCE HARDWARE & SUPPLY, INC.	\$71.98
113661	08/13/2025	Sewer Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$17.99
113661	08/13/2025	Water Fund	Operations & Maintenance Parts	SPENCE HARDWARE & SUPPLY, INC.	\$37.46
113661	08/13/2025	Water Fund	Other Miscellaneous Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$29.96
113661	08/13/2025	Water Fund	Operations & Maintenance Parts	SPENCE HARDWARE & SUPPLY, INC.	\$18.86
113661	08/13/2025	Water Fund	Operations & Maintenance Parts	SPENCE HARDWARE & SUPPLY, INC.	\$(0.90)
113661	08/13/2025	Water Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$15.98
113661	08/13/2025	Streets Fund	Maintenance	SPENCE HARDWARE & SUPPLY, INC.	\$2.99
113661	08/13/2025	Streets Fund	Maintenance	SPENCE HARDWARE & SUPPLY, INC.	\$44.99
113661	08/13/2025	Recreation & Culture	R & M - Grounds	SPENCE HARDWARE & SUPPLY, INC.	\$75.14
113661	08/13/2025	Recreation & Culture	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$98.99
113661	08/13/2025	Water Fund	Other Miscellaneous Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$18.49
113661	08/13/2025	Water Fund	Operations & Maintenance Parts	SPENCE HARDWARE & SUPPLY, INC.	\$4.99
113661	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	SPENCE HARDWARE & SUPPLY, INC.	\$5.49
113661	08/13/2025	General Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$55.98
113661	08/13/2025	Streets Fund	Maintenance	SPENCE HARDWARE & SUPPLY, INC.	\$10.86

Check #	Check Date	Fund	Account	Vendor Name	Amount
113661	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	SPENCE HARDWARE & SUPPLY, INC.	\$4.00
113661	08/13/2025	Sewer Fund	Department Supplies	SPENCE HARDWARE & SUPPLY, INC.	\$7.49
Check Total:					\$1,348.08
113662	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	Spence Sales & Service	\$349.99
113662	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	Spence Sales & Service	\$173.35
113662	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	Spence Sales & Service	\$17.97
113662	08/13/2025	Streets Fund	Maintenance	Spence Sales & Service	\$78.99
113662	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	Spence Sales & Service	\$383.98
113662	08/13/2025	Recreation & Culture	Minor Equipment	Spence Sales & Service	\$1,911.95
Check Total:					\$2,916.23
113663	08/13/2025	Fleet Management Fund	Operations & Maintenance Parts	SPOKANE HOUSE OF HOSE, INC.	\$513.56
Check Total:					\$513.56
113664	08/13/2025	Fleet Management Fund	Vehicles	SWS EQUIPMENT	\$584,194.36
Check Total:					\$584,194.36
113665	08/13/2025	Recreation & Culture	Department Supplies	THE LOCK SHOP OF NORTH IDAHO, INC.	\$35.00
Check Total:					\$35.00
113666	08/13/2025	Recreation & Culture	Moscow Farmers Market Programs	TONNEMAKER HILL FARM	\$24.00
Check Total:					\$24.00
113667	08/13/2025	Water Fund	Professional Services	Total Lawn Care, Inc.	\$225.00
113667	08/13/2025	Water Fund	Professional Services	Total Lawn Care, Inc.	\$250.00
Check Total:					\$475.00
113668	08/13/2025	General Fund	Advertising & Publishing	TRIBUNE PUBLISHING COMPANY	\$141.04
Check Total:					\$141.04
113669	08/13/2025	General Fund	Department Supplies	ULINE	\$228.90
Check Total:					\$228.90
113670	08/13/2025	General Fund	Uniform Expense	UNIFORMS2GEAR, INC.	\$78.31
113670	08/13/2025	General Fund	Uniform Expense	UNIFORMS2GEAR, INC.	\$232.89
Check Total:					\$311.20
113671	08/13/2025	Recreation & Culture	Concession Supplies	US Foods, Inc.	\$861.75
113671	08/13/2025	Recreation & Culture	Concession Supplies	US Foods, Inc.	\$1,502.94
Check Total:					\$2,364.69
113672	08/13/2025	Recreation & Culture	R & M - Buildings	WALTER E. NELSON CO.	\$655.62
113672	08/13/2025	Recreation & Culture	Department Supplies	WALTER E. NELSON CO.	\$380.34
113672	08/13/2025	Recreation & Culture	Department Supplies	WALTER E. NELSON CO.	\$271.69
113672	08/13/2025	Recreation & Culture	Department Supplies	WALTER E. NELSON CO.	\$78.54

Check #	Check Date	Fund	Account	Vendor Name	Amount
113672	08/13/2025	General Fund	Department Supplies	WALTER E. NELSON CO.	\$770.81
113672	08/13/2025	Recreation & Culture	R & M - Buildings	WALTER E. NELSON CO.	\$(437.08)
Check Total:					\$1,719.92
113673	08/13/2025	General Fund	Recruitment Expense	Weeks and Vietri Counseling	\$50.00
Check Total:					\$50.00
113674	08/13/2025	Sewer Fund	R & M - Equipment	WESTERN STATES EQUIPMENT CO.	\$1,351.62
Check Total:					\$1,351.62

Check #	Check Date	Fund	Account	Vendor Name	Amount
				Total Amount Being Paid:	\$1,623,768.13



Accounts Payable Checks for Approval

August 13, 2025 03:53 PM

jlopez

Check #	Check Date	Fund	Account	Vendor Name	Amount
408	08/06/2025	Water Fund	Principal - DEQ Loan 2024	DEPARTMENT OF ENVIRONMENTAL QUALITY	\$86,303.94
408	08/06/2025	Water Fund	Interest - DEQ Loan 2024	DEPARTMENT OF ENVIRONMENTAL QUALITY	\$47,795.76
Check Total:					\$134,099.70
410	08/13/2025	Sanitation Fund	Sales Tax Payable	LATAH SANITATION, INC.	\$1,380.76
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$166,022.55
410	08/13/2025	Sanitation Fund	Operations & Maintenance	LATAH SANITATION, INC.	\$7,389.03
410	08/13/2025	Sanitation Fund	Operations & Maintenance	LATAH SANITATION, INC.	\$15,253.14
410	08/13/2025	Sanitation Fund	Operations & Maintenance	LATAH SANITATION, INC.	\$49,651.24
410	08/13/2025	Sewer Fund	Bio-Solids Disposal	LATAH SANITATION, INC.	\$21,488.37
410	08/13/2025	Sanitation Fund	Accounts Receivable - Misc	LATAH SANITATION, INC.	\$(121,238.8
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$12,702.54
410	08/13/2025	Sanitation Fund	Contractual Miscellaneous Rate	LATAH SANITATION, INC.	\$22,576.93
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$182.07
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$5,869.90
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$4,704.00
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$16,829.28
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$582.00
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$457.40
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$2,734.56
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$4,065.70
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$573.26
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$38.77
410	08/13/2025	Sanitation Fund	Collection Services Inside City	LATAH SANITATION, INC.	\$58.40
Check Total:					\$211,321.07

Check #	Check Date	Fund	Account	Vendor Name	Amount
Total Amount Being Paid:					\$345,420.77

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 18, 2025



AGENDA ITEM TITLE

Disbursement Report July 2025 - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending July 31st, 2025. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$3,855,992.50.

Payroll	\$1,428,338.00
Professional Services	\$114,839.00
Sanitation	\$361,419.00
Capital Outlay	\$232,086.00
Capital Outlay - Improvement	\$796,104.00
Capital Outlay - Buildings	\$127,994.00
Supplies	\$228,618.00
Utilities	\$84,410.00
Contractual Payments	\$243,266.00
ACH Wells Fargo	\$47,029.00
Total	\$3,664,103.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of July 2025.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of July 2025.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. July Revenue Report 2025
2. Cash & Investments Balances - July 2025

3. Disbursement Report - July 2025
4. Major Expenditures Report July 2025

RECEIPTS REPORT FOR JULY 2025

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	2,527,478.98	119,243.65	104,518.25	885,687.36	145,490.16	12,792.64	310,457.80	387,399.83	-39.96	5,203.00	4,498,231.71
105	STREETS	865,857.34	0.00	0.00	242,162.84	0.00	0.00	0.00	114.00	0.00	0.00	1,108,134.18
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	138,185.57	0.00	0.00	10.89	6,340.91	0.02	144,537.39
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	9,068.75	0.00	0.00	0.00	0.00	0.00	0.00	9,068.75
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.82	26.82
220	WATER	0.00	0.00	0.00	0.00	1,015,798.00	0.00	1,949.51	216.15	0.00	0.00	1,017,963.66
230	SEWER	0.00	0.00	0.00	0.00	1,067,610.44	0.00	1,664.13	195.10	0.00	0.00	1,069,469.67
235	STORMWATER	0.00	0.00	0.00	0.00	63,544.84	0.00	0.00	0.00	0.00	0.00	63,544.84
240	SANITATION	0.00	0.00	0.00	0.00	490,402.44	0.00	0.00	0.00	0.00	0.00	490,402.44
290	FLEET	0.00	0.00	0.00	0.00	78,186.07	0.00	0.00	0.00	0.00	0.00	78,186.07
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,456.59	0.00	0.00	0.00	0.00	0.00	139,456.59
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	-5,400.00	0.00	0.00	0.00	26,827.21	0.00	0.00	0.00	21,427.21
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,685.72	0.00	0.00	0.00	2,685.72
590	BOND & INTEREST	344,195.61	0.00	0.00	0.00	0.00	0.00	2,211.52	0.00	0.00	0.00	346,407.13
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	3,737,531.93	119,243.65	99,118.25	1,136,918.95	3,138,674.11	12,792.64	345,795.89	387,935.97	6,300.95	5,229.84	8,989,542.18

City of Moscow
Cash and Investments
Balances as of 7/31/2025

Fund		Year to Date Balance
General Fund	\$	7,668,771.55
Street Fund	\$	2,949,588.64
Recreation & Culture	\$	1,902,002.47
MSDCP	\$	132,641.30
1912 Fund	\$	36,515.58
Transit Center	\$	33,709.04
Water Fund	\$	3,321,322.41
Sewer Fund	\$	4,259,037.14
Stormwater Fund	\$	574,214.76
Sanitation Fund	\$	2,657,146.12
Fleet Fund	\$	6,124,072.45
Information Systems	\$	2,958,505.41
Water Capital	\$	8,551,206.13
Sewer Capital	\$	25,649,826.55
Stormwater Capital	\$	277,481.28
Capital Projects	\$	17,074,851.33
Sanitation Capital	\$	10,978,008.45
LID Construction	\$	220.21
Hamilton	\$	795,352.11
Bond & Interest	\$	1,474,141.62
LID Funds	\$	5,935.31
Payroll Service	\$	1,144,293.92
Total Cash & Investments	\$	98,568,843.78

DISBURSEMENTS REPORT FOR JULY 2025												
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTA PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		7/2/2025	7/9/2025	7/16/2025	7/23/2025	7/30/2025	7/22/2025 7/31/2025	7/2/2025 7/22/2025		7/11/2025	7/23/2025	
BATCH #		AP 7.2.2025	AP 7.9.2025	AP 7.16.2025	AP 7.23.2025	AP 7.30.2025	AP 7.11.2025 AP 7.25.2025	AP 7.2.2025 AP 7.16.2025		PR 148 & 149	PR150	
CHECK #'s		113178-113233	113234-113309	113310-113373	113374-113454	113455-113530	July's CC ACH's	July's ACH's		21666-21667	21668-21669	
Fund #												0.00
101	ACH for Wells Fargo to be Imported											
101	GENERAL	42,342.42	11,196.70	23,747.02	215,238.41	53,474.22	22,175.67			372,225.36	379,859.09	1,120,258.89
105	STREETS	31,507.50	5,646.53	330.89	15,791.14	4,450.65	151.19			30,688.14	30,848.83	119,414.87
120	RECREATION AND CULTURE	9,574.70	7,534.46	10,517.83	9,131.44	17,329.97	9,158.16			127,635.45	134,191.92	325,073.93
121	MSD COMM. PLAY FIELDS		570.00	143.57						3,147.43	3,356.62	7,217.62
123	1912 CENTER				10,750.00							10,750.00
128	TRANSIT CENTER	21.22	1,031.25	78.66	69.06	926.25						2,126.44
220	WATER	44,702.78	17,860.00	11,694.75	5,549.97	109,409.63	2,620.77			54,455.40	55,422.57	301,715.87
230	SEWER	26,345.97	36,567.68	2,943.85	33,840.31	27,594.30	3,556.55	21,488.37		56,669.43	57,664.14	266,670.60
235	STORMWATER	279.85	230.44	434.60	4,659.93	16.78	75.05			19,905.57	19,410.29	45,012.51
240	SANITATION	74.44	138,017.81			149.48		202,711.91		8,625.24	8,791.17	358,370.05
290	FLEET	2,381.36	1,975.11	7,234.91	17,074.09	27,278.97	212.41			15,202.24	15,362.20	86,721.29
295	INFORMATION SYSTEMS	3,598.54	6,424.00		2,544.73	115,392.47	7,887.02			17,209.10	17,667.83	170,723.69
320	WATER CAPITAL PROJECTS	287,833.67						179.54				288,013.21
330	SEWER CAPITAL PROJECTS	7,460.50			116,950.32			179.54				124,590.36
335	STORMWATER CAPITAL PROJECTS											0.00
340	SANITATION CAPITAL PROJECTS											0.00
350	CAPITAL PROJECTS	617,770.50	5,400.00	200.00			1,192.00	4,770.67				629,333.17
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	1,073,893.45	232,453.98	57,326.08	431,599.40	356,022.72	47,028.82	229,330.03	0.00	705,763.36	722,574.66	3,855,992.50

Major Expenditures for July 2025

Professional Service		Supplies		Utilities	
Access Geographic, LLC	\$ 18,317.00	Geveko Markings, Inc.	\$ 7,260.75	Avista Utilities	\$ 84,409.96
Moscow Ortho Imagery 2025		White line for pavement markings		June 2025	
HDR Engineering, Inc.	\$ 17,519.39	Consolidated Supply Co.	\$ 6,672.12		Total: \$ 84,409.96
Comprehensive water & Sewer system plans 5.4.2025 - 5.31.2025		6" valves for water main valve replacements			
Evcar, Inc.	\$ 4,630.17	Oxarc, Inc.	\$ 4,449.06		
Janitorial monthly cleaning		Chlorine & SO2 Delivery		Payroll	\$ 1,428,338.02
Viva Cleaning Company	\$ 9,063.16	Thatcher Company of Montana	\$ 9,954.00		
Janitorial Cleaning		Aluminum Sulfate		Contractual Payments	
Western States Equipment Co.	\$ 3,464.57	Coleman Oil Co.	\$ 2,818.15	Heart of the Arts	\$ 10,750.00
Performed Annual Maintenance		Bulk Oil		Humane Society of the Palouse	\$ 4,846.16
Younans Excavation Service, LLC	\$ 4,612.50	Primary Weapons Systems	\$ 4,002.96	Moscow Volunteer Fire Department	\$ 1,750.00
Refund of grading security for Anderson 7th		Invoice for purchase of 2 PWS MK1 compound Rifles for MPD		Infosend, Inc. - July	\$ 3,769.25
Idaho State Police	\$ 7,356.25	Ennis-Flint, Inc.	\$ 5,692.50	Infosend, Inc. - August	\$ 3,759.03
Whitcom fee, Iulv - September		Yellow and white fast dry paint for pavement markings		Life Flight Network	\$ 6,525.00
Itron, Inc.	\$ 7,811.10	Enviro-Clean Equipment	\$ 4,514.74	Moscow Chamber of Commerce, Inc.	\$ 5,300.00
Radio reading contract for maintenance of Itron radio software		Lower Right Front Water Tank and Leader Hose		WinCan, LLC	\$ 6,300.00
Bowman Consulting Group, LTD.	\$ 13,067.50	Hach Company	\$ 5,550.87	Gallagher Benefit Services - June	\$ 3,333.33
Water and sewer rate study professional services rendered to 4/30/2025		Reageants for total phosphorous analyzers		Gallagher Benefit Services - July	\$ 3,333.33
GG Gutters, Inc.	\$ 6,446.28	Motley-Motley, Inc.	\$ 6,377.22	Whitcom 911	\$ 193,599.86
Janitorial - August 2025		Hot mix asphalt (65.67 tons @ \$90.00/ea)			
Pape Machinery, Inc.	\$ 8,857.45	Oxarc, Inc.	\$ 4,604.06	Total: \$	243,265.96
Diagnose/Repair oil leak and engine vibration on mower #7-28 (Parks)		Chlorine & SO2			
Evcar, Inc.	\$ 4,630.17	Primary Weapons Systems	\$ 4,650.48	ACH Wells Fargo	
Janitorial monthly cleaning		Primary Weapons System, Purchase of new SWAT Rifles and Suppressors		Commercial Card Expense - July 4th	\$ 11,597.75
Viva Cleaning Company	\$ 9,063.16	USABluebook	\$ 3,639.02	Commercial Card Expense - July 11th	\$ 7,250.21
Janitorial Cleaning		Incubator and Hach Nitrate		Commercial Card Expense - July 18th	\$ 14,305.72
	Total: \$ 114,838.70	Whitney Equipment Co.	\$ 2,627.00	Commercial Card Expense - July 25th	\$ 13,875.14
		Battery Backup for Influent & Effluent Samplers		Total: \$	47,028.82
Capital Outlay		CHS, Inc.	\$ 23,914.20	Capital Outlay-Buildings	
Motorola Solutions, Inc.	\$ 3,598.54	Unleaded fuel (4,800 gals @ \$2.969/ea) Diesel fuel (3,000 gals @ \$3.221/ea)	\$ 2,975.88	Roach Construction Co.	\$ 16,100.00
Encryption for 6 portables and 1 Mobile		Consolidated Supply Co.	\$ 2,770.96	PCS soil Landfarm fee City Shop Project	
Motorola Solutions, Inc.	\$ 6,424.00	Stock parts for the water system		Wellens General Contractor	\$ 106,764.71
ES MP ENH REMOTE TO E5 MP ENH DASH MOUNT x50 @ \$128.48		Consolidated Supply Co.	\$ 86,180.00	City Shop Pay Application 4	
Arduura Group, Inc.	\$ 26,682.25	ControlFreek, Inc.		LCA Architects, P.A. (ACH Payment)	\$ 5,129.75
Palouse Mall Lift Station - Professional Services for June 2025 - Tasks 1, 2/3, 8, 12		VFD's for Taylor, Vista & White Ave. Booster fire pumps	\$ 7,122.00	City Shop Facility Design Services May 2025	
Devout Excavation LLC	\$ 84,364.17	Filtration Technology, Inc.		Total: \$	127,994.46
Pav App #1 for the Alley W. of Main Street Sewer Project 2025		Salt for the MIOX units			
RACOM Corporation	\$ 111,016.75	H.D Fowler Company	\$ 4,156.20	Capital Outlay- Improvements	
Emergency Radio Project Payment		Valve boxes for water system		Accelerated Contruction	\$ 281,526.23
	Total: \$ 232,085.71	L.N Curtis & Sons	\$ 3,753.00	Pay App #1 for the Camas Street Water Main Project	
		Turnouts for paid paramedic/ff INV970961		GeoProfessional Innovation Corp.	\$ 5,840.00
Sanitation		Motley-Motley, Inc.	\$ 2,715.20	Asphalt Testing for White Avenue	
Finley Buttes Landfill	\$ 137,218.47	Hot mix asphalt		HMH Engineering	\$ 14,988.91
Garbage for June 2025		Oxarc, Inc.	\$ 4,454.06	Progress Report #5 North Mtn View Pedestrian Improvements Proejct	\$ 487,844.82
Latah Sanitation (ACH Payment)	\$ 224,200.28	Phillip R. Stradley	\$ 7,920.50	Motley-Motley, Inc.	\$ 487,844.82
Monthly LSI Billing for June 2025		Replace old VFD for 244 A mixer (Budgeted Item)		Pay App #1 for the White Avenue Pavement Restoration Project	\$ 5,903.90
		Thatcher Company of Montana	\$ 9,843.40	J-U-B Engineers, Inc.	
	Total: \$ 361,418.75	Aluminum Sulfate		WRF Facility Improvements - IPS Replacement - T0#25 June 2025	
		Total: \$	228,618.33	Total: \$	796,103.86
			Major Expenditures	\$ 3,664,102.57	95% of the total expenditures of \$3,855,992.50
Large Expenditures					
Arduura Group, Inc.	\$ 26,682.25	ControlFreek, Inc.	\$ 86,180.00	Accelerated Contruction	\$ 281,526.23
Palouse Mall Lift Station - Professional Services for June 2025 - Tasks 1, 2/3, 8, 12		VFD's for Taylor, Vista & White Ave. Booster fire pumps		Pay App #1 for the Camas Street Water Main Project	
Devout Excavation LLC	\$ 84,364.17	Whitcom 911	\$ 193,599.86	Motley-Motley, Inc.	\$ 487,844.82
Pav App #1 for the Alley W. of Main Street Sewer Project 2025		Quarterly Bill July - September		Pay App #1 for the White Avenue Pavement Restoration Project	
RACOM Corporation	\$ 111,016.75	Wellens General Contractor	\$ 106,764.71	Total: \$	1,377,978.79
Emergency Radio Project Payment		City Shop Pay Application 4			

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 18, 2025



AGENDA ITEM TITLE

Moscow-Pullman Airport Grant Agreement Approval - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow-Pullman Airport (PUW) has been awarded two Airport Improvement Program grants. One grant will fund the purchase of a new Aircraft Rescue and Fire Fighting vehicle and extraction tools (AIP 72) with a grant award of \$1,096,979, and the second will fund the expansion of the existing airport apron (AIP 73) with a grant award of \$550,316. All required local match funding will be provided by PUW, with no additional funding required from the airport sponsors. Additionally, the Idaho Transportation Department, Division of Aeronautics, has awarded the City a grant for the airport apron project of \$225,000 with no local match required. Staff has prepared two resolutions authorizing the acceptance of these three grant awards for the Council's review and approval. This was reviewed by the Public Works/Finance Committee on August 11, 2025, and recommended for approval.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

ACTION: Approve the two resolutions authorizing acceptance of the three grant awards.

STAFF RECOMMENDATION

Approve the two resolutions authorizing acceptance of the three grant awards.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2025 - Preauthorization of Airport Grant Acceptance_final with attachments
2. PUWAIP72 ARFF
3. PUWAIP73 Apron
4. Resolution 2025 - Airport Grant Acceptance from the State FY 2026_final with attachment
5. Idaho Airport Aid Grant Agreement

RESOLUTION 2025-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PREAUTHORIZING THE ACCEPTANCE OF U.S. GRANT MONIES FOR THE PULLMAN-MOSCOW REGIONAL AIRPORT PROJECT FOR PROCUREMENT OF ONE AIRCRAFT RESCUE AND FIREFIGHTING VEHICLE AND ONE SET OF FORCIBLE AIRCRAFT ENTRY TOOLS AND PHASE 5 OF THE TERMINAL APRON CONSTRUCTION; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City jointly operates the Pullman-Moscow Regional Airport with the City of Pullman, in accordance with applicable Federal, State and Local regulations; and

WHEREAS, the Pullman-Moscow Regional Airport is requesting that the airport sponsors, City of Pullman and City of Moscow, authorize the mayors and city attorneys of each city to accept and sign for Federal AIP grant funds prior to the grants being awarded to the Airport as described in the attached Exhibit “A”; and

WHEREAS, the Pullman-Moscow Regional Airport has applied for and may be offered U.S. Federal Grant monies up to the maximum of One Million, One Hundred Fifty Four Thousand, Seven Hundred Fourteen Dollars and Eighty-Four Cents (\$1,154,714.84) with an amendment capacity of fifteen percent (15%) to be used for procurement of one (1) Aircraft Rescue and Firefighting Vehicle (ARFF) and one (1) set of forcible aircraft entry tools with appropriate matching funds already secured (see Exhibit “B”); and

WHEREAS, the Pullman-Moscow Regional Airport has applied for and may be offered U.S. Federal Grant monies up to the maximum of Five Hundred Seventy-Nine Thousand, Two Hundred Eighty Dollars and Ninety Cents (\$579,280.90) to be used for expansion of the airport apron with appropriate matching funds already secured (see Exhibit “C”); and

WHEREAS, the turnaround time between receipt of the award and the time permitted to accept the grant and return the required executed grant authorization documents will be limited; and

WHEREAS, the City Council believes it to be in the best interest of the City of Moscow to preauthorize the acceptance of said grant monies;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That the Mayor and the City Attorney be authorized and they are hereby preauthorized and directed to accept the U.S. Federal Grant monies for AIP 72 and 73 and to execute any required documents for the acceptance of said Grant monies.
2. That the Mayor and the Finance Director are each hereby preauthorized and directed to take further action as may be appropriate in order to effect the purpose of this Resolution.

3. That the provisions of this Resolution shall be deemed severable and the invalidity of any provisions of this Resolution shall not affect the validity of the remaining provisions.
4. That this Resolution shall become effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of _____, 2025.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, Idaho held on _____, 2025 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Exhibit “A”

Pullman-Moscow Regional Airport

Pre-authorization request for Airport Improvement Program (AIP) Grants 72 and 73.

The Pullman-Moscow Regional Airport is requesting that the airport sponsors, City of Pullman and City of Moscow authorize the mayors and city attorneys to accept and sign for Federal AIP grant funds prior to the grants being awarded to the Airport. This will assist with expediting completion of the grant applications, grant offers, and grant awards. These grants are expected to be awarded in June and the timeframes to execute will be tight. Pre-authorization will assist with a fast turnaround of grant documents to FAA. Below are descriptions of each project, the maximum amounts of each grant and local share.

AIP-72 ARFF Vehicle and Forcible Entry Tool Procurement

This grant is to replace the current FAA specification Aircraft Rescue and Firefighting Vehicle (ARFF) with a new one per FAA age requirements. PUW's existing ARFF Index is B and currently has two ARFF vehicles. However, both vehicles have well exceeded their useful service life as defined in the AIP handbook. The current backup vehicle (32 years old) will be retired from the fleet, and the current primary vehicle (14 years old) will become the new backup vehicle based on the relative overall age of the ARFF vehicle fleet to allow for programmed replacement at 15 years. The new vehicle will be procured to serve as the new primary ARFF truck and meet Index B requirements. Procurement for one set of forcible aircraft entry tools as provided under Advisory Circular 150/5210-14C, and the AIP handbook will be included.

The requested grant pre-authorization amount is within the expected full scope of the project and has an allowable amendment capacity of 15% if necessary. The Federal amount requested is \$1,096,979.00. The local match of \$57,735.84, will be paid from airport generated funds and will not require additional funding from the sponsors for a total project of \$1,154,714.84. with any additional amendment capacity matching funds coming from airport revenues.

AIP-73 Terminal Apron (Phase 5)

This project is for constructing an expansion of the terminal apron including an additional 2,700 square feet of apron. This is an extension of a current community development (CDS) grant to the Pullman-Moscow Regional Airport. Construction and engineering contracts are in place and the grant has already been programmed by the FAA. This additional grant funds the remainder of the bid project for completion from Pullman Moscow Regional Airport entitlement IIJA funds.

The total remainder project cost is \$579,280.90 with the FAA share \$550,316.00 and local share of \$28,964.90. The local share will be paid from airport funds and will not require additional funding from the sponsors. The grant has an amendable capacity of 15% if required and any matching funds for amendment will come from airport funds.

Exhibit "B"

PUW

AIP Development Application Checklist

3-53-0051-072-2025

- ☒ 1. SF424
- ☒ 2. SF5100-100
- ☒ 3. CIP Data Sheet
- ☒ 4. Standard DOT Title VI Assurances
- ☒ 5. Certification for Contracts Grants Loans
- ☒ 6. Airport Sponsor Assurances
- ☒ 7. Current FAA Advisory Circulars
- ☒ 8. SF5100-134 Sponsor Certification for Selection of Consultants
- ☒ 9. SF5100-132 Sponsor Certification for Plans and Specs
- ☒ 10. SF5100-131 Sponsor Certification for Equipment/Construction Contracts
- ☒ 11. SF5100-129 Sponsor Certification for Project Final Acceptance
- ☒ 12. SF5100-130 Sponsor Certification for Drug Free Workplace
- ☐ 13. ~~SF5100-133 Sponsor Certification for Land (Use only for Land Acquisition) (N/A)~~
- ☒ 14. SF5100-135 Sponsor Certification for Conflict of Interest
- ☐ 15. ~~SF5100-145 FAA Title VI Pre Grant Award Checklist~~

(This form has been temporarily removed from FAA form library pending updates)

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:

06/24/2025

4. Applicant Identifier:

PUW

5a. Federal Entity Identifier:

AIP 3-53-0051-072-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Cities of Pullman, WA and Moscow, ID

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

91-6001269

*c. UEI:

TCK8L733N3K3

d. Address:

*Street 1: 3265 Airport Dr. NE

Street 2: Building 230, Box 1

*City: Pullman

County/Parish: Whitman

*State: WA

*Province:

*Country: USA: United States

*Zip / Postal Code: 99163-8974

e. Organizational Unit:

Department Name:

Pullman-Moscow Regional Airport Board

Division Name:

Administrative

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

Prefix: Mr. *First Name: Anthony

Middle Name: Wayne

*Last Name: Bean

Suffix:

Title: Executive Director

Organizational Affiliation:

*Telephone Number: 509-338-3223

Fax Number: (509) 334-5217

*Email: tony.bean@pullman-wa.gov

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration, NW Mountain Region

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

13. Competition Identification Number:

N/A

Title:

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

Cities of Pullman, WA & Moscow, ID

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

ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

Attach supporting documents as specified in agency instructions.

Page 7 of 124

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 5th

*b. Program/Project: 5th

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

17. Proposed Project:

*a. Start Date: 07/01/2025

*b. End Date: 05/31/2027

18. Estimated Funding (\$):

*a. Federal	\$ 1,096,979
*b. Applicant	
*c. State	
*d. Local	\$ 57,736
*e. Other	
*f. Program Income	
*g. TOTAL	\$ 1,154,715

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

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Tony

Middle Name: Wayne

*Last Name: Bean

Suffix:

*Title: Executive Director

*Telephone Number: 509-338-3223

Fax Number: 509-334-5217

* Email: tony.bean@pullman-wa.gov

*Signature of Authorized Representative:

Page 8 of 124

*Date Signed: 6/25/25

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

Pullman, WA and Whitman County, WA have adopted comprehensive plans that protect from incompatible land use.

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

None.

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

None.

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

Yes.

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

Yes.

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

Yes.

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

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 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:

None.

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]

See Exhibit A Property Map (Signed 3/19/2020). The Exhibit A is on file iwth the Seattle ADO.

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

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

N/A

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

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

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			51,811
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			1,092,904
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,154,715
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,154,715
19. Federal Share requested of Line 18			1,096,979
20. Grantee share			57,736
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,154,715

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	57,736
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 57,736
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 57,736

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

AIRPORT: Pullman-Moscow Regional Airport

1. Objective:

PUW's existing ARFF Index is B, and currently has two ARFF vehicles. However, the both vehicles have well exceeded its useful service life as defined in the AIP handbook. The current backup vehicle (32 years old) will be retired from the fleet, current primary vehicle (14 years old) will become the new backup vehicle based on the relative overall age of the ARFF vehicle fleet to allow for programmed replacement at 15 years. The new vehicle will be procured to serve as the new primary ARFF truck, and meet Index B requirements. Procurement for one set of forcible aircraft entry tools as provided under Advisory Circular 150/5210-14C, and the AIP handbook will be included.

2. Benefits Anticipated:

PUW will be able to replace a Class 4 ARFF vehicle, and equip the vehicle with new forcible aircraft entry tools and personal protective equipment.

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

The scope describes the engineering services to develop two procurement project manuals inclusive of front-end specifications and:

1. The technical specification for an ARFF vehicle consistent with FAA Advisory Circular 150/5220-1 OE Guide Specification for ARFF Vehicles, 14 CFR Part 139, and the requirements provided under the AIP Handbook Table L-2, paragraph a. This will also include:
 - Emergency lighting mounted to the ARFF vehicle (AIP Handbook Table L-2, a.(9))
 - One test charge and one refill of expendable items (AIP Handbook Table L-2, a.(1 O)).
 - Mounting of the necessary ARFF gear to the vehicle (AIP Handbook Table L-2, a.(12))2.
2. The technical specification for one set of forcible aircraft entry tools as provided under Advisory Circular 150/5210-14C Aircraft Rescue Fire Fighting Equipment, Tools and Personal Protective Equipment the AIP Handbook Table L2-a (8), a.(11), and a.(12).

4. Geographic Location:

The Airport is located in part of Sections 34, 35, and 36 in T15N R45E, WM Pullman, Whitman County, WA

5. If Applicable, Provide Additional Information:

N/A

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

Anthony Bean, Executive Director
Pullman-Moscow Regional Airport
3625 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163 509-338-3223

CIP DATA SHEET

Airport:	Pullman-Moscow Regional Airport	LOCID:	PUW	Local Priority:	1
Project Description:	ARFF Vehicle & Forcible Aircraft Entry Tool Procurement			Planned Year to Procure:	2025
Sketch:					
Justification:	PUW is classified by the FAA as a primary non-hub commercial service and is currently designated as ARFF Index B operating with the following fleet: Backup Vehicle Truck C-1: 1993 Oshkosh T1500 providing 1,500 gallons Water/AFFF and 500 pounds sodium based dry chemical; and Primary Vehicle Truck C-4: 2011 Oshkosh Stryker providing 1,500 gallons Water/AFFF and 500 pounds sodium based dry chemical. Truck C-1 has surpassed the vehicle's useful service life and will be retired. Truck C-4 will become the backup vehicle based on the relative overall age of the ARFF fleet to allow for programmed replacement at 15 years. Procurement for one set of forcible aircraft entry tools as provided under Advisory Circular 150/5210-14C Aircraft Rescue Fire Fighting Equipment, Tools and Personal Protective Equipment and the AIP Handbook Table L2-a (8), a.(11), and a.(12) will be included.				

COST ESTIMATE:

ADMINISTRATION:	\$ 10,000.00	1 CONSTRUCTION		4	
ENGINEERING:	\$ 51,811.00	2 EQUIPMENT	\$ 1,092,903.84	5	
INSPECTION:		3		Total	\$ 1,154,714.84

Federal (95%)	\$ 1,096,979.00	State		Local (5%)	\$ 57,735.84
---------------	-----------------	-------	--	------------	--------------

Sponsor
Verification: For
each and every
project as
applicable

Date:	(see instruction sheet or attached comments for more information)
N/A	Date of approved ALP with project shown
1/31/2025	Date of environmental determination (ROD, FONSI, CatEx)
N/A	Date of land acquisition or signed purchase agreement
N/A	Date of pavement maintenance program
N/A	Date of Benefit Cost Analysis (BCA) as required

Sponsor's Signature: _____

Printed Name: Anthony Bean

Phone Number: 509-338-3223

Date: 6-25-25

Title: Executive Director

Email: Tony.Bean@pullman-wa.gov

FAA Use Only

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

STANDARD DOT TITLE VI ASSURANCES

The Cities of Pullman, WA and Moscow, ID c/o Pullman-Moscow Regional Airport (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

6-25-25

Cities of Pullman, WA and Moscow, ID
(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: Pullman-Moscow Regional Airport

LOCATION: 3625 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163

AIP PROJECT NO.: 3-53-0051-072-2025

STATEMENTS APPLICABLE TO THIS PROJECT ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Pullman-Moscow Regional 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 Pullman-Moscow Regional 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: [Signature] **DATE:** 6/25/25

TITLE: Executive Director

SPONSORING AGENCY: Cities of Pullman, WA and Moscow, ID

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

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

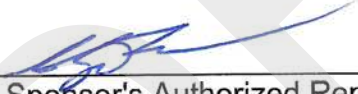
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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


Sponsor's Authorized Representative

Date

6-25-25

Title

Executive Director, Pullman-Moscow Regional Airport

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

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

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

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

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

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

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

31. Disposal of Land.

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

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

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

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

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

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

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



FAA Airports

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

Updated: 03/05/2025

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

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

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

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

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

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

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

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

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IJA 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



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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: Pullman-Moscow Regional Airport

Address: 3625 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Exhibit "C"

PUW

AIP Development Application Checklist

3-53-0051-073

- ☒ 1. SF424
- ☒ 2. SF5100-100
- ☒ 3. CIP Data Sheet
- ☒ 4. Standard DOT Title VI Assurances
- ☒ 5. Certification for Contracts Grants Loans
- ☒ 6. Airport Sponsor Assurances
- ☒ 7. Current FAA Advisory Circulars
- ☒ 8. SF5100-134 Sponsor Certification for Selection of Consultants
- ☒ 9. SF5100-132 Sponsor Certification for Plans and Specs
- ☒ 10. SF5100-131 Sponsor Certification for Equipment/Construction Contracts
- ☒ 11. SF5100-129 Sponsor Certification for Project Final Acceptance
- ☒ 12. SF5100-130 Sponsor Certification for Drug Free Workplace
- ☐ 13. ~~SF5100-133 Sponsor Certification for Land (Use only for Land Acquisition) (N/A)~~
- ☒ 14. SF5100-135 Sponsor Certification for Conflict of Interest
- ☐ 15. ~~SF5100-145 FAA Title VI Pre-Grant Award Checklist~~

(This form has been temporarily removed from FAA form library pending updates)

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:

06/26/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

AIP 3-53-0051-073

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Cities of Pullman, WA and Moscow, ID

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

91-6001269

*c. UEI:

TCK8L733N3K3

d. Address:

*Street 1: 3200 Airport Dr. NE

Street 2: Building 230, Box 1

*City: Pullman

County/Parish: Whitman

*State: WA

*Province:

*Country: USA: United States

*Zip / Postal Code 99163-8974

e. Organizational Unit:

Department Name:

Pullman-Moscow Regional Airport Board

Division Name:

Administrative

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

Prefix: Mr. *First Name: Anthony

Middle Name: Wayne

*Last Name: Bean

Suffix:

Title: Executive Director

Organizational Affiliation:

*Telephone Number: 509-338-3223

Fax Number: (509) 334-5217

*Email: tony.bean@pullman-wa.gov

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration, NW Mountain Region

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

13. Competition Identification Number:

N/A

Title:

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

Cities of Pullman, WA & Moscow, ID

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

Construct Terminal Apron (Phase 5 - construction)

Attach supporting documents as specified in agency instructions.

Page 67 of 124

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 5th

*b. Program/Project: 5th

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

17. Proposed Project:

*a. Start Date: 07/01/2025

*b. End Date: 10/01/2026

18. Estimated Funding (\$):

*a. Federal	\$ 550,316
*b. Applicant	
*c. State	
*d. Local	\$ 28,965
*e. Other	
*f. Program Income	
*g. TOTAL	\$ 579,281

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

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Tony

Middle Name: Wayne

*Last Name: Bean

Suffix:

*Title: Executive Director

*Telephone Number: 509-338-3223

Fax Number: 509-334-5217

* Email: tony.bean@pullman-wa.gov

*Signature of Authorized Representative:

Page 68 of 124

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

Pullman, WA and Whitman County, WA have adopted comprehensive plans that protect from incompatible land use.

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

None.

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

None.

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

Yes.

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

Yes.

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

Yes.

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

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:

None.

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]

See Exhibit A Property Map (Signed 3/19/2020). Exhibit A is on file with the Seattle ADO.

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

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

N/A

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

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

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			579,281
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 579,281
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			579,281
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 579,281
19. Federal Share requested of Line 18			550,316
20. Grantee share			28,965
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 579,281

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	28,965
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 28,965
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 28,965

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Construct Terminal Apron (Phase 5 - construction)
AIRPORT: Pullman-Moscow Regional Airport
1. Objective: The original terminal apron bid package included four (4) aircraft parking positions. Due to lack of funding, only three (3) aircraft parking positions were constructed. This project will fund the remaining balance to construct the additional parking position.
2. Benefits Anticipated: The additional parking position provides the necessary terminal apron footprint to meet current demand.
3. Approach: (See approved Scope of Work in Final Application) Master Plan including Terminal Area Plan completed 2014, FONSI completed 2014. Design anticipated to start summer 2024, construction start anticipated summer 2025.
4. Geographic Location: The Airport is located in part of Sections 34, 35, and 36 in T15N R45E, WM Pullman, Whitman County, WA
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Anthony Bean, Executive Director Pullman-Moscow Regional Airport 3200 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163 509-338-3223

CIP DATA SHEET

Airport:	Pullman-Moscow Regional Airport	LOCID:	PUW	Local Priority:	1
Project Description:	Construct Terminal Apron (Phase 5 - construction)			Planned Year to Construct:	2025
Sketch:					
Justification:	The original terminal apron bid package included four (4) aircraft parking positions. Due to lack of funding, only three (3) aircraft parking positions were constructed. This project will fund the remaining balance to construct the additional parking position. The additional parking position provides the necessary terminal apron footprint to meet current demand.				

COST ESTIMATE:

ADMINISTRATION:	1 CONSTRUCTION	\$ 579,280.90	4	
ENGINEERING:	2 EQUIPMENT		5	
INSPECTION:	3		Total	\$ 579,280.90

Federal (95%)	\$ 550,316.00	State		Local (5%)	\$ 28,964.90
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Sponsor
Verification: For
each and every
project as
applicable

Date:	(see instruction sheet or attached comments for more information)
5/24/2017	Date of approved ALP with project shown
12/11/2014	Date of environmental determination (ROD, FONSI, CatEx)
N/A	Date of land acquisition or signed purchase agreement
N/A	Date of pavement maintenance program
N/A	Date of Benefit Cost Analysis (BCA) as required

Sponsor's Signature: _____
Printed Name: Anthony Bean
Phone Number: 509-338-3223

Date: _____
Title: Executive Director
Email: Tony.Bean@pullman-wa.gov

FAA Use Only

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

STANDARD DOT TITLE VI ASSURANCES

The Cities of Pullman, WA and Moscow, ID c/o Pullman-Moscow Regional Airport (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 _____

**Cities of Pullman, WA and Moscow, ID
(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: Pullman-Moscow Regional Airport

LOCATION: 3200 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163

AIP PROJECT NO.: 3-53-0051-073

STATEMENTS APPLICABLE TO THIS PROJECT Construct Terminal Apron (Phase 5 – construction)

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Pullman-Moscow Regional 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 Pullman-Moscow Regional 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: _____ **DATE:** _____

TITLE: Executive Director

SPONSORING AGENCY: Cities of Pullman, WA and Moscow, ID

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

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

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

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

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

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

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

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award.”

e. Required Contract Provisions.

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

31. Disposal of Land.

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

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

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

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

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

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

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



FAA Airports

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

Updated: 03/05/2025

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

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

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

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

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

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

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

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

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

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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 , 2025 .

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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 , 2025 .

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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 _____, 2025 .

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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: Pullman-Moscow Regional Airport

Address: 3200 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163

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: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

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

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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 , 2025 .

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

PUW AIP72 ARFF Vehicle and Entry

PUW

AIP Development Application Checklist

3-53-0051-072-2025

- ☒ 1. SF424
- ☒ 2. SF5100-100
- ☒ 3. CIP Data Sheet
- ☒ 4. Standard DOT Title VI Assurances
- ☒ 5. Certification for Contracts Grants Loans
- ☒ 6. Airport Sponsor Assurances
- ☒ 7. Current FAA Advisory Circulars
- ☒ 8. SF5100-134 Sponsor Certification for Selection of Consultants
- ☒ 9. SF5100-132 Sponsor Certification for Plans and Specs
- ☒ 10. SF5100-131 Sponsor Certification for Equipment/Construction Contracts
- ☒ 11. SF5100-129 Sponsor Certification for Project Final Acceptance
- ☒ 12. SF5100-130 Sponsor Certification for Drug Free Workplace
- ☐ 13. ~~SF5100-133 Sponsor Certification for Land (Use only for Land Acquisition) (N/A)~~
- ☒ 14. SF5100-135 Sponsor Certification for Conflict of Interest
- ☐ 15. ~~SF5100-145 FAA Title VI Pre Grant Award Checklist~~

(This form has been temporarily removed from FAA form library pending updates)

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:

06/24/2025

4. Applicant Identifier:

PUW

5a. Federal Entity Identifier:

AIP 3-53-0051-072-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Cities of Pullman, WA and Moscow, ID

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

91-6001269

*c. UEI:

TCK8L733N3K3

d. Address:

*Street 1: 3265 Airport Dr. NE
Street 2: Building 230, Box 1
*City: Pullman
County/Parish: Whitman
*State: WA
*Province:
*Country: USA: United States
*Zip / Postal Code: 99163-8974

e. Organizational Unit:

Department Name:
Pullman-Moscow Regional Airport Board

Division Name:
Administrative

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

Prefix: Mr. *First Name: Anthony
Middle Name: Wayne
*Last Name: Bean
Suffix:

Title: Executive Director

Organizational Affiliation:

*Telephone Number: 509-338-3223

Fax Number: (509) 334-5217

*Email: tony.bean@pullman-wa.gov

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration, NW Mountain Region

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

N/A

*Title:

13. Competition Identification Number:

N/A

Title:

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

Cities of Pullman, WA & Moscow, ID

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

ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 5th

*b. Program/Project: 5th

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

17. Proposed Project:

*a. Start Date: 07/01/2025

*b. End Date: 05/31/2027

18. Estimated Funding (\$):

*a. Federal	\$ 1,096,979
*b. Applicant	
*c. State	
*d. Local	\$ 57,736
*e. Other	
*f. Program Income	
*g. TOTAL	\$ 1,154,715

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

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Tony
Middle Name: Wayne
*Last Name: Bean
Suffix:

*Title: Executive Director

*Telephone Number: 509-338-3223

Fax Number: 509-334-5217

* Email: tony.bean@pullman-wa.gov

*Signature of Authorized Representative:

*Date Signed: 6/25/25

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

Pullman, WA and Whitman County, WA have adopted comprehensive plans that protect from incompatible land use.

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

None.

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

None.

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

Yes.

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

Yes.

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

Yes.

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

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 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:

None.

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]

See Exhibit A Property Map (Signed 3/19/2020). The Exhibit A is on file iwth the Seattle ADO.

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

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

N/A

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

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

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			51,811
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			1,092,904
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,154,715
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,154,715
19. Federal Share requested of Line 18			1,096,979
20. Grantee share			57,736
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,154,715

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	57,736
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 57,736
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 57,736

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

AIRPORT: Pullman-Moscow Regional Airport

1. Objective:

PUW's existing ARFF Index is B, and currently has two ARFF vehicles. However, the both vehicles have well exceeded its useful service life as defined in the AIP handbook. The current backup vehicle (32 years old) will be retired from the fleet, current primary vehicle (14 years old) will become the new backup vehicle based on the relative overall age of the ARFF vehicle fleet to allow for programmed replacement at 15 years. The new vehicle will be procured to serve as the new primary ARFF truck, and meet Index B requirements. Procurement for one set of forcible aircraft entry tools as provided under Advisory Circular 150/5210-14C, and the AIP handbook will be included.

2. Benefits Anticipated:

PUW will be able to replace a Class 4 ARFF vehicle, and equip the vehicle with new forcible aircraft entry tools and personal protective equipment.

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

The scope describes the engineering services to develop two procurement project manuals inclusive of front-end specifications and:

1. The technical specification for an ARFF vehicle consistent with FAA Advisory Circular 150/5220-1 OE Guide Specification for ARFF Vehicles, 14 CFR Part 139, and the requirements provided under the AIP Handbook Table L-2, paragraph a. This will also include:
 - Emergency lighting mounted to the ARFF vehicle (AIP Handbook Table L-2, a.(9))
 - One test charge and one refill of expendable items (AIP Handbook Table L-2, a.(1 O)).
 - Mounting of the necessary ARFF gear to the vehicle (AIP Handbook Table L-2, a.(12))2.
2. The technical specification for one set of forcible aircraft entry tools as provided under Advisory Circular 150/5210-14C Aircraft Rescue Fire Fighting Equipment, Tools and Personal Protective Equipment the AIP Handbook Table L2-a (8), a.(11), and a.(12).

4. Geographic Location:

The Airport is located in part of Sections 34, 35, and 36 in T15N R45E, WM Pullman, Whitman County, WA

5. If Applicable, Provide Additional Information:

N/A

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

Anthony Bean, Executive Director
Pullman-Moscow Regional Airport
3625 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163 509-338-3223

CIP DATA SHEET

Airport:	Pullman-Moscow Regional Airport	LOCID:	PUW	Local Priority:	1
Project Description:	ARFF Vehicle & Forcible Aircraft Entry Tool Procurement			Planned Year to Procure:	2025
Sketch:					
Justification:	PUW is classified by the FAA as a primary non-hub commercial service and is currently designated as ARFF Index B operating with the following fleet: Backup Vehicle Truck C-1: 1993 Oshkosh T1500 providing 1,500 gallons Water/AFFF and 500 pounds sodium based dry chemical; and Primary Vehicle Truck C-4: 2011 Oshkosh Stryker providing 1,500 gallons Water/AFFF and 500 pounds sodium based dry chemical. Truck C-1 has surpassed the vehicle's useful service life and will be retired. Truck C-4 will become the backup vehicle based on the relative overall age of the ARFF fleet to allow for programmed replacement at 15 years. Procurement for one set of forcible aircraft entry tools as provided under Advisory Circular 150/5210-14C Aircraft Rescue Fire Fighting Equipment, Tools and Personal Protective Equipment and the AIP Handbook Table L2-a (8), a.(11), and a.(12) will be included.				

COST ESTIMATE:

ADMINISTRATION:	\$ 10,000.00	1 CONSTRUCTION		4	
ENGINEERING:	\$ 51,811.00	2 EQUIPMENT	\$ 1,092,903.84	5	
INSPECTION:		3		Total	\$ 1,154,714.84

Federal (95%)	\$ 1,096,979.00	State		Local (5%)	\$ 57,735.84
---------------	-----------------	-------	--	------------	--------------

Sponsor
Verification: For
each and every
project as
applicable

Date:	(see instruction sheet or attached comments for more information)
N/A	Date of approved ALP with project shown
1/31/2025	Date of environmental determination (ROD, FONSI, CatEx)
N/A	Date of land acquisition or signed purchase agreement
N/A	Date of pavement maintenance program
N/A	Date of Benefit Cost Analysis (BCA) as required

Sponsor's Signature: _____

Printed Name: Anthony Bean

Phone Number: 509-338-3223

Date: 6-25-25

Title: Executive Director

Email: Tony.Bean@pullman-wa.gov

FAA Use Only

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

STANDARD DOT TITLE VI ASSURANCES

The Cities of Pullman, WA and Moscow, ID c/o Pullman-Moscow Regional Airport (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

6-25-25

Cities of Pullman, WA and Moscow, ID
(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: Pullman-Moscow Regional Airport

LOCATION: 3625 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163

AIP PROJECT NO.: 3-53-0051-072-2025

STATEMENTS APPLICABLE TO THIS PROJECT ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Pullman-Moscow Regional 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 Pullman-Moscow Regional 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:  **DATE:** 6/25/25

TITLE: Executive Director

SPONSORING AGENCY: Cities of Pullman, WA and Moscow, ID

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

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

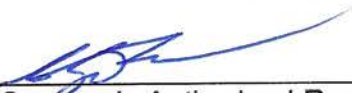
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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



Sponsor's Authorized Representative

Date 6-25-25

Title

Executive Director, Pullman-Moscow Regional Airport

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

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

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

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

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

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

31. Disposal of Land.

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

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

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

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

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

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

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



**FAA
Airports**

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

Updated: 03/05/2025

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

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

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

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

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

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

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

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

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IJA 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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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: Pullman-Moscow Regional Airport

Address: 3625 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-072-2025

Description of Work: ARFF Vehicle & Forcible Aircraft Entry Tool Procurement

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 25th day of June, 2025.

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

AIP Development Application Checklist

3-53-0051-073

- ☒ 1. SF424
- ☒ 2. SF5100-100
- ☒ 3. CIP Data Sheet
- ☒ 4. Standard DOT Title VI Assurances
- ☒ 5. Certification for Contracts Grants Loans
- ☒ 6. Airport Sponsor Assurances
- ☒ 7. Current FAA Advisory Circulars
- ☒ 8. SF5100-134 Sponsor Certification for Selection of Consultants
- ☒ 9. SF5100-132 Sponsor Certification for Plans and Specs
- ☒ 10. SF5100-131 Sponsor Certification for Equipment/Construction Contracts
- ☒ 11. SF5100-129 Sponsor Certification for Project Final Acceptance
- ☒ 12. SF5100-130 Sponsor Certification for Drug Free Workplace
- ☐ 13. ~~SF5100-133 Sponsor Certification for Land (Use only for Land Acquisition) (N/A)~~
- ☒ 14. SF5100-135 Sponsor Certification for Conflict of Interest
- ☐ 15. ~~SF5100-145 FAA Title VI Pre Grant Award Checklist~~

(This form has been temporarily removed from FAA form library pending updates)

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:

06/26/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

AIP 3-53-0051-073

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Cities of Pullman, WA and Moscow, ID

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

91-6001269

*c. UEI:

TCK8L733N3K3

d. Address:

*Street 1: 3200 Airport Dr. NE

Street 2: Building 230, Box 1

*City: Pullman

County/Parish: Whitman

*State: WA

*Province:

*Country: USA: United States

*Zip / Postal Code 99163-8974

e. Organizational Unit:

Department Name:

Pullman-Moscow Regional Airport Board

Division Name:

Administrative

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

Prefix: Mr. *First Name: Anthony

Middle Name: Wayne

*Last Name: Bean

Suffix:

Title: Executive Director

Organizational Affiliation:

*Telephone Number: 509-338-3223

Fax Number: (509) 334-5217

*Email: tony.bean@pullman-wa.gov

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

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

Federal Aviation Administration, NW Mountain Region

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvem

***12. Funding Opportunity Number:**

N/A

*Title:

13. Competition Identification Number:

N/A

Title:

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

Cities of Pullman, WA & Moscow, ID

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

Construct Terminal Apron (Phase 5 - construction)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 5th

*b. Program/Project: 5th

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

17. Proposed Project:

*a. Start Date: 07/01/2025

*b. End Date: 10/01/2026

18. Estimated Funding (\$):

*a. Federal	\$ 550,316
*b. Applicant	
*c. State	
*d. Local	\$ 28,965
*e. Other	
*f. Program Income	
*g. TOTAL	\$ 579,281

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

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

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

☒ ** I AGREE

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

Authorized Representative:

Prefix:	Mr.	*First Name:	Tony
Middle Name:	Wayne		
*Last Name:	Bean		
Suffix:			

*Title: Executive Director

*Telephone Number: 509-338-3223

Fax Number: 509-334-5217

* Email: tony.bean@pullman-wa.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)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No ☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☒ No ☐ N/A If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414. ☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII). <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:

Pullman, WA and Whitman County, WA have adopted comprehensive plans that protect from incompatible land use.

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

None.

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

None.

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

Yes.

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

Yes.

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

Yes.

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

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:

None.

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]

See Exhibit A Property Map (Signed 3/19/2020). Exhibit A is on file with the Seattle ADO.

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

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

N/A

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

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

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			579,281
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 579,281
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			579,281
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 579,281
19. Federal Share requested of Line 18			550,316
20. Grantee share			28,965
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 579,281

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	28,965
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 28,965
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 28,965

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Construct Terminal Apron (Phase 5 - construction)

AIRPORT: Pullman-Moscow Regional Airport

1. Objective:

The original terminal apron bid package included four (4) aircraft parking positions. Due to lack of funding, only three (3) aircraft parking positions were constructed. This project will fund the remaining balance to construct the additional parking position.

2. Benefits Anticipated:

The additional parking position provides the necessary terminal apron footprint to meet current demand.

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

Master Plan including Terminal Area Plan completed 2014, FONSI completed 2014. Design anticipated to start summer 2024, construction start anticipated summer 2025.

4. Geographic Location:

The Airport is located in part of Sections 34, 35, and 36 in T15N R45E, WM Pullman, Whitman County, WA

5. If Applicable, Provide Additional Information:

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

Anthony Bean, Executive Director
Pullman-Moscow Regional Airport
3200 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163 509-338-3223

CIP DATA SHEET

Airport:	Pullman-Moscow Regional Airport	LOCID:	PUW	Local Priority:	1
Project Description:	Construct Terminal Apron (Phase 5 - construction)			Planned Year to Construct:	2025
Sketch:					
Justification:	The original terminal apron bid package included four (4) aircraft parking positions. Due to lack of funding, only three (3) aircraft parking positions were constructed. This project will fund the remaining balance to construct the additional parking position. The additional parking position provides the necessary terminal apron footprint to meet current demand.				

COST ESTIMATE:

ADMINISTRATION:	1 CONSTRUCTION	\$ 579,280.90	4	
ENGINEERING:	2 EQUIPMENT		5	
INSPECTION:	3		Total	\$ 579,280.90

Federal (95%)	\$ 550,316.00	State		Local (5%)	\$ 28,964.90
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Sponsor
Verification: For
each and every
project as
applicable

Date:	(see instruction sheet or attached comments for more information)
5/24/2017	Date of approved ALP with project shown
12/11/2014	Date of environmental determination (ROD, FONSI, CatEx)
N/A	Date of land acquisition or signed purchase agreement
N/A	Date of pavement maintenance program
N/A	Date of Benefit Cost Analysis (BCA) as required

Sponsor's Signature: _____
Printed Name: Anthony Bean
Phone Number: 509-338-3223

Date: _____
Title: Executive Director
Email: Tony.Bean@pullman-wa.gov

FAA Use Only

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

STANDARD DOT TITLE VI ASSURANCES

The Cities of Pullman, WA and Moscow, ID c/o Pullman-Moscow Regional Airport (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 _____

**Cities of Pullman, WA and Moscow, ID
(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: Pullman-Moscow Regional Airport

LOCATION: 3200 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163

AIP PROJECT NO.: 3-53-0051-073

STATEMENTS APPLICABLE TO THIS PROJECT Construct Terminal Apron (Phase 5 – construction)

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Pullman-Moscow Regional 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 Pullman-Moscow Regional 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: _____ **DATE:** _____

TITLE: Executive Director

SPONSORING AGENCY: Cities of Pullman, WA and Moscow, ID

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

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

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantaged Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

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

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

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

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

"The **([Selection Criteria: Sponsor Name])**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award.”

e. Required Contract Provisions.

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

31. Disposal of Land.

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

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

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

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

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

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

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



FAA Airports

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

Updated: 03/05/2025

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

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

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

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

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

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

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

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

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

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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: Cities of Pullman, WA and Moscow, ID

Name of Sponsor’s Authorized Official: Tony Bean

Title of Sponsor’s Authorized Official: Executive 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.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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 , 2025 .

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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 , 2025 .

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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 , 2025 .

Name of Sponsor: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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: Pullman-Moscow Regional Airport

Address: 3200 Airport Dr. NE, Building 230, Box 1, Pullman, WA 99163

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: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

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

Sponsor: Cities of Pullman, WA and Moscow, ID

Airport: Pullman-Moscow Regional Airport

Project Number: 3-53-0051-073

Description of Work: Construct Terminal Apron (Phase 5 - construction)

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: Cities of Pullman, WA and Moscow, ID

Name of Sponsor's Authorized Official: Tony Bean

Title of Sponsor's Authorized Official: Executive 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.

RESOLUTION 2025-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ACCEPTING THE GRANT OFFER OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000) FROM THE STATE OF IDAHO THROUGH THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City jointly operates the Pullman-Moscow Regional Airport with the City of Pullman, in accordance with applicable Federal, State and Local regulations; and

WHEREAS, the City has received a grant offer from the State of Idaho under the Idaho Airport Aid Program for development of the Pullman-Moscow Regional Airport; and

WHEREAS, said grant offer requires acceptance from the City via Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That the City shall accept the Grant Offer of the State of Idaho, in the amount of \$225,000.00, for the purpose of obtaining State Aid under FS Program Number: F25SPUW, Project Number: SP-03 in the development of the Pullman-Moscow Regional Airport.
2. That the Mayor of the City of Moscow is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer on behalf of the City as detailed in Attachment "A".
3. That the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance.
4. That a true copy of the Grant Agreement referred to herein be attached hereto as Attachment "A" and made a part thereof.
5. That the provisions of this Resolution shall be deemed severable and the invalidity of any provisions of this Resolution shall not affect the validity of the remaining provisions.
6. That this Resolution shall become effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____

Gina Taruscio

Drew Davis

Julia Parker

Sandra Kelly

Bryce Blankenship

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2025.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a full, true, and correct copy of the Resolution adopted at a regular meeting of the City Council, City of Moscow, Idaho held on _____, 2025 and that the same is now in full force and effect. IN WITNESS WHEREOF, I hereunto set my hand and impress the official seal of the City and attest to the Mayor's signature this ____ day of _____, 2025.

Laurie M. Hopkins, City Clerk

Attachment "A"
GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-26

TO: City of Moscow, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF
AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Pullman-Moscow Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Current Projects

FS Program Number: F25SPUW

Project Number: SP-03

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$225,000.

This Grant incorporates the following terms and conditions:

1. The STATE affirms that:
 - A. The maximum obligation of the STATE payable under this Grant shall be \$225,000.00.
 - B. This grant expires on June 30, 2028 and the STATE shall have no further obligation after that date.
2. The SPONSOR shall:
 1. Certify the availability of at least \$.00 to match STATE participation in said project.
 2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.
 3. Diligently and expeditiously complete this project by June 30, 2028 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.
5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and may provide solicitation documentation to the STATE.
6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.
8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.
9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)
11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)
12. Submit with this accepted Grant Agreement the full name of the local Project Manager/Inspector along with full contact information including work phone number, cell phone number, fax number, email address, and postal mailing address. Also, include a job related contact that will know the whereabouts of and can contact the Project Manager/Inspector quickly for Grant related matters.
13. Use the provided "Project List and Submittals" form to monitor the project's progress. The SPONSOR will submit the form when submittals are made, and provide the completed form, along with the reports, as part of the closeout documents.
14. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.
15. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.

16. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.
17. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.
18. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.
19. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01
20. All revenue generated on the airport by the Sponsor will be used for airport purposes only.
21. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.
22. That any Exclusive Operating or Use Agreement in violation of Section I. above shall Automatically Obligate the Immediate and full Return of all State of Idaho money expended on behalf of the Project to the State of Idaho.
23. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q
24. SPONSOR will ensure hangars are used primarily for aeronautical purposes. Non-aeronautical items stored in the hangar will not interfere with aeronautical use of the hangar.
25. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.

The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.

The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.

No project cost reimbursements shall be issued and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR as prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

3. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall receive approval prior to any change in the scope of the project.
- C. SPONSOR shall report project completion date and request final payment.
- D. STATE may participate in the final inspection and shall sign off the project as completed.
- E. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics



By: _____
Thomas Mahoney, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ____ day of _____, 2025.

By: _____
Arthur D. Bettge, Mayor
City of Moscow, City Council

ATTEST:

Laurie Hopkins, City Clerk

I, Laurie Hopkins, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2025.

Laurie Hopkins, City Clerk

City Resolution

Exact from the minutes of a regular meeting
of the City Council of City of Moscow, Idaho
Held on _____, 2025.

Councilman _____, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number _____ of City of Moscow, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$225,000.00 to be used under the Idaho Airport Aid Program, FS Program number: F25SPUW, Project number: SP-03 in the development of the Pullman-Moscow Regional Airport; and

Be it resolved by the Mayor and City Council of City of Moscow, Idaho (herein referred to as the City as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of \$225,000.00, for the purpose of obtaining State Aid under FS Program Number: F25SPUW, Project Number: SP-03 in the development of the Pullman-Moscow Regional Airport; and

Sec. 2. That the Mayor of the City of Moscow City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this ____ day of _____, 2025.

Arthur D. Bettge, Mayor

ATTEST:

Laurie Hopkins, City Clerk

CERTIFICATE

I, Laurie Hopkins, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2025.

Laurie Hopkins, City Clerk



IDAHO TRANSPORTATION DEPARTMENT

Division of Aeronautics
1390 W Gowen Road • Boise ID 83705

(208) 334-8775
itd.idaho.gov/aero

7/7/2025

Bill Lambert, Mayor
City of Moscow
PO Box 9203
Moscow, ID 83843

GRANT AGREEMENT - IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-26 for the Pullman-Moscow Regional Airport
FS PROGRAM NUMBER: F25SPUW

PROJECT DESCRIPTION: Current Projects

This grant is in the amount of \$225,000.00 to match \$ 0.00 from the City of Moscow.

Dear Mayor,

The Idaho Division of Aeronautics is pleased to offer your airport this matching grant to assist in financing improvements to your airport during State FY-26. Enclosed is an electronic copy of the Grant Offer for the Idaho Airport Aid Program. Please read this letter and Grant Offer carefully.

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

- Provide authority to execute the grant to the individual signing the grant
- Have the City Council ratify both the Grant Agreement and the City Resolution
- Authorized representative must execute the grant no later than 7/30/2025
- A final, .pdf copy of the grant will be e-mailed once all parties have signed
- Please have the City Clerk attest to and sign

To ensure proper stewardship of State funds, you are expected to submit payment requests for reimbursement of allowable incurred expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Each payment request for reimbursement will include the following items:

- Request for Reimbursement letter stating FS Program #, request #, invoice total, and reimbursement requested
- Applicable Invoices/Outlay Reports

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant or how to request grant funds, please call me at (208) 334-8784.

Sincerely,

A handwritten signature in cursive script that reads "Steffen Verdin".

Steffen Verdin
Airport Planning Manager

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-26

TO: City of Moscow, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF
AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Pullman-Moscow Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Current Projects

FS Program Number: F25SPUW

Project Number: SP-03

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$225,000.

This Grant incorporates the following terms and conditions:

1. The STATE affirms that:
 - A. The maximum obligation of the STATE payable under this Grant shall be \$225,000.00.
 - B. This grant expires on June 30, 2028 and the STATE shall have no further obligation after that date.
2. The SPONSOR shall:
 1. Certify the availability of at least \$.00 to match STATE participation in said project.
 2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.
 3. Diligently and expeditiously complete this project by June 30, 2028 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.
5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and may provide solicitation documentation to the STATE.
6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.
8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.
9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)
11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)
12. Submit with this accepted Grant Agreement the full name of the local Project Manager/Inspector along with full contact information including work phone number, cell phone number, fax number, email address, and postal mailing address. Also, include a job related contact that will know the whereabouts of and can contact the Project Manager/Inspector quickly for Grant related matters.
13. Use the provided "Project List and Submittals" form to monitor the project's progress. The SPONSOR will submit the form when submittals are made, and provide the completed form, along with the reports, as part of the closeout documents.
14. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.
15. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.

16. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.
17. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.
18. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.
19. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01
20. All revenue generated on the airport by the Sponsor will be used for airport purposes only.
21. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.
22. That any Exclusive Operating or Use Agreement in violation of Section I. above shall Automatically Obligate the Immediate and full Return of all State of Idaho money expended on behalf of the Project to the State of Idaho.
23. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q
24. SPONSOR will ensure hangars are used primarily for aeronautical purposes. Non-aeronautical items stored in the hangar will not interfere with aeronautical use of the hangar.
25. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.

The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.

The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.

No project cost reimbursements shall be issued and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR as prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

3. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall receive approval prior to any change in the scope of the project.
- C. SPONSOR shall report project completion date and request final payment.
- D. STATE may participate in the final inspection and shall sign off the project as completed.
- E. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics



By: _____
Thomas Mahoney, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ____ day of _____, 2025.

By: _____
Bill Lambert, Mayor
City of Moscow, City Council

ATTEST:

Laurie Hopkins, City Clerk

I, Laurie Hopkins, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2025.

Laurie Hopkins, City Clerk

City Resolution

Exact from the minutes of a regular meeting
of the City Council of City of Moscow, Idaho
Held on _____, 2025.

Councilman _____, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number _____ of City of Moscow, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$225,000.00 to be used under the Idaho Airport Aid Program, FS Program number: F25SPUW, Project number: SP-03 in the development of the Pullman-Moscow Regional Airport; and

Be it resolved by the Mayor and City Council of City of Moscow, Idaho (herein referred to as the City as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of \$225,000.00, for the purpose of obtaining State Aid under FS Program Number: F25SPUW, Project Number: SP-03 in the development of the Pullman-Moscow Regional Airport; and

Sec. 2. That the Mayor of the City of Moscow City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this ____ day of _____, 2025.

Bill Lambert, Mayor

ATTEST:

Laurie Hopkins, City Clerk

CERTIFICATE

I, Laurie Hopkins, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2025.

Laurie Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 18, 2025



AGENDA ITEM TITLE

Development Agreement Amendment for 2216 S. Main St. (Fountain's Business Park) - Bob Buvel

RESPONSIBLE STAFF

Bob Buvel, Senior Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

On December 2, 2024, City Council approved the development agreement with Joel Cohen, the owner of 2216 S. Main also known as the Fountain Business Park. As part of the agreement, the City of Moscow agreed to pay the cost to upsize the existing 6-inch water main located in US95 to a 10-inch main. The water main was oriented in a way that it could be continued east when Nelson Avenue is extended. During preparations for construction, 4G realized they had misread the plans and that the work was going to extend all the way across the highway rather than half. 4G re-negotiated with Mr. Coen to reflect that cost. During construction of the 10-inch main in the highway, the contractor discovered several unforeseen conditions that impeded production and required additional time and materials. Unforeseen conditions like a buried retaining wall, unmapped utilities and city-directed design revisions required the contractor to procure and install additional fittings, perform additional delicate excavation and implement traffic control for a longer period of time. The contractor tracked time and equipment for these issues and that document has been included. Mr. Cohen has requested the city's contribution to the project be increased from \$57,000.00 to \$79,737.00 to reflect the true cost to install the 10-inch line. Prior to the original agreement, staff reached out to a third party contractor for a quote to do the work. M.L. Albright's responded with a quote of \$67,880.00 to bore this pipe and \$83,930.00 to trench install this pipe. That bid has been included. The revised cost with Mr. Cohen and 4G is still less than the third party bid to trench this work. The Development Agreement Amendment reflects the revised price to complete the work. This item was reviewed by the Public Works and Finance Committee on August 11, 2025 and recommended for approval.

REVIEWED BY

This item was reviewed by the Public Works and Finance Committee on August 11, 2025 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Development Agreement Amendment.

STAFF RECOMMENDATION

Approval of the Development Agreement Amendment with Joel Cohen.

OTHER RESOURCES

FISCAL IMPACT

\$79,737.00 From Water Developer Participation 220-220-770-73

PERSONNEL IMPACT

ATTACHMENTS

1. 2216 S. Main Water Plan
2. CO#1 Explanation
3. Invoice COM #1
4. Amendment to Development Agreement 2216 S. Main St. - Joel Cohen_final with attachment
5. BID - Albrights Original BID



Hodge & Associates, Inc.
Engineers • Planners • Landscape Architects

P.O. Box 8728
405 S. Washington Street
Moscow Idaho 83843
(208) 882-5520



MRK	DATE	DESCRIPTION
1	6/16/2024	Review #1
2	9/4/2024	Review #2
3	10/1/2024	DEQ Review
4	11/4/2024	Review #4

FOUNTAINS INDUSTRIAL PARK WATER & SEWER PROJECT
UTILITY LAYOUT PLAN
JOEL COHEN
2216 SOUTH MAIN STREET
MOSCOW
(208) 301-6098

Designed By:	NN
Drafted by:	NN
Checked by:	NN
File Name:	4736 UTILITY.dwg
Tab:	UTILITY
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	4736-01-24
Date:	11/8/2024

C3

As you know, we have encountered a fair amount of additional work regarding the highway portion of the project. I will outline those extras below and will be basing our asking cost off of our rate sheet we have previously provided.

I know there was mention in the city meeting about some of these issues being avoided had 4G been a bit more experienced. I am ok with that statement as we are a relatively new company, and I will not deny that there's always room for improvement.

That being said I think that it is somewhat easy to make that statement after we had gone through all the work of identifying and uncovering these hurdles. We came onto this project with the assumption that the plans would accurately reflect what was underground.

I have factored all of this into our additional cost and hope everybody involved will see this as a fair proposal.

1. Excavation under cinder block wall
 - a. 6 hrs @185/hr for large excavator
 - b. 6 hrs @130/hr for dump truck
 - c. 3 hrs @88/hr for labor
 - d. Total-\$2,154.00
2. Excavation around and removal of unmarked 2" poly pipe and corp stop near 12" main tie in
 - a. 1 hr @185/hr for large excavator
 - b. 1 hr @88/hr for labor
 - c. 1 hr @130/hr for dump truck
 - d. Total-\$403.00
3. Excavation around/under unmarked storm drain pipe under cinder block wall
 - a. 4 hrs @185/hr for large excavator
 - b. 2 hrs @88/hr for labor
 - c. 1 hr @130/hr for dump truck
 - d. Total-\$1,046.00
4. 2- Additional 22.5 degree bends necessary to provide separation between new Watermain and gas line determined by City Of Moscow and Avista
 - a. 6hrs @88/hr for labor
 - b. 4hrs @185/hr for large excavator
 - c. 1 hr @130/hr for dump truck
 - d. Total \$1,397.00
5. Fire hydrant relocation (requested by city of Moscow)
 - a. 1 hr @145/hr for small excavator
 - b. 2 hr @88/hr for labor
 - c. Total \$321.00
 - d. 1 ton/management time
 - e. 5 hrs @122/hr
 - f. Total \$610.00
6. Additional thrust blocks for 22 degree bend
 - a. 2hr @88/hr for labor
 - b. Total \$176.00
7. Trench plate cost- We had it planned as to only have vehicles traveling on gravel for a 24 hour period in the highway. This was approved by ITD. After we encountered the unforeseen problems, we exceeded our 24 hour maximum and had to cover the ditch with steel plates.
 - a. 8x16 steel plate- \$185/wk for 1 wk
 - b. 6x10 steel plate- \$155/wk for 1 wk
 - c. Total-\$340.00
8. Additional asphalt repair. We had to cut additional asphalt due to the improper pipe alignment.

- a. Total-\$2500.00
- 9. Badger Daylighting Hydro Excavation. We discovered that there was a fiber optic line as well as several gas lines not originally indicated on the drawings. Due to the severity associated with damaging these lines, we opted to hire a hydro excavation truck to locate these for us.
 - a. Total-\$1250.00
- 10. Total asking cost of additional work
 - a. \$10,197

120 E 3rd St
Moscow, ID 83843

Date	Invoice #
7/18/2025	COM #1

Bill To
City of Moscow 206 E 3rd St Moscow, ID 83843

Ship To

Page 302

**AMENDMENT TO DEVELOPMENT AGREEMENT
FOR CONNECTION TO CITY SANITARY SEWER AND WATER
BETWEEN JOEL COHEN
AND CITY OF MOSCOW, IDAHO**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN JOEL COHEN AND THE CITY OF MOSCOW, IDAHO (hereinafter “Amendment”) is entered into this ____ day of _____, 2025, by and between Joel Cohen, whose address is 418 East B Street, Moscow, Idaho, 83843 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

WHEREAS, CITY and DEVELOPER entered into the Development Agreement for Connection to City Sanitary Sewer and Water between Joel Cohen and City of Moscow, Idaho (hereinafter “Agreement”) on February 3, 2025, attached as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, Section XVI. of the Agreement authorizes modification upon written agreement of the Parties; and

WHEREAS, unforeseen soil conditions have caused the cost of improvements reimbursed by CITY to be greater than contemplated in the Agreement; and

WHEREAS, the Parties agree to amend the Agreement as detailed herein in this Amendment;

NOW, THEREFORE, CITY and DEVELOPER agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following amendment of the Agreement.

1. Section II. PUBLIC IMPROVEMENTS, Subsection C.a. of the Agreement shall be repealed and replaced with the following:
 - a. CITY shall reimburse one hundred percent (100%) of the costs of replacing and upsizing the current water main in Highway 95, which shall not exceed a total amount of Seventy-Nine Thousand Seven Hundred Thirty-Seven Dollars (\$79,737.00) per the approved “Fountains Industrial Park Water & Sewer Project” Civil Construction Plan, unless otherwise approved by CITY in writing.
2. All other terms and conditions of the Agreement that are not modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective the date first above written.

DEVELOPER:
Joel Cohen

CITY:
City of Moscow, Idaho

Joel Cohen, Property Owner

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, appeared Joel Cohen, known to me to be the person named above and acknowledged that they executed the foregoing document as the owner of the Property.

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

Instrument # 638252

MOSCOW, LATAH, IDAHO

2-3-2025 04:05:00 PM No. of Pages: 9

Recorded for : CITY OF MOSCOW

JULIE FRY

Fee: 0.00

Ex-Officio Recorder Deputy: .

Index to: DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
FOR CONNECTION TO CITY SANITARY SEWER AND WATER
BETWEEN JOEL COHEN
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN JOEL COHEN AND THE CITY OF MOSCOW, IDAHO is entered into this 3rd day of February, 2025, by and between Joel Cohen, whose address is 418 East B Street, Moscow, Idaho, 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

WITNESSETH:

WHEREAS, DEVELOPER has annexed property to be known as 2216 S. Main Street, Moscow, Idaho, 83843 into the City of Moscow pursuant to Idaho Code § 50-222 on December 18, 2023, through Ordinance 2023-10, which was later repealed and replaced with Ordinance 2024-01 on January 16, 2024; and

WHEREAS, DEVELOPER understands that upon annexation, connection to CITY sanitary sewer and water is required within ninety (90) days pursuant to Moscow City Code Title 5, Chapter 3 "Sewers" and Title 5, Chapter 4 "Water Regulations"; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the annexation on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed annexation; and

WHEREAS, CITY desires to ensure that public improvements, consisting of water mains, fire hydrants, water services, sanitary sewer mains and stubs, are constructed; and

WHEREAS, DEVELOPER requests twenty-four (24) months to complete the required public improvements and to connect to CITY sanitary sewer and water. DEVELOPER enters into this Agreement of DEVELOPER's own free will and accord, without coercion, without inducement, and at DEVELOPER's request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail themselves of legal and other counsel prior to entering into this Agreement and prior to signing it;

NOW, THEREFORE, DEVELOPER and CITY hereby agree that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

I. PROPERTY AFFECTED.

This Agreement affects property to be known as 2216 S. Main Street, Moscow, Idaho 83843 shown as "Parcel 2" on Attachment "A" more particularly described as follows:

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Latah County Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19; thence, S01°06'54"W, 916.25 feet, to a point on the east line of said Northeast Quarter, thence leaving said east line, West, 19.24 feet, to the **Point of Beginning**:

Thence West, 211.75 feet, to a point;
 Thence N45°10'28"W, 250.45 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;
 Thence continuing N45°10'28"W, 28.30 feet, to a point on the east line of a parcel described in Right-of-Way Deed, Instrument #137288, Latah County Records;
 Thence along said east line, N09°36'37"E, 186.72 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #526993, Latah County Records;
 Thence along the east line of said parcel, N01°15'20"E, 24.45 feet, to a point;
 Thence leaving said west line, S37°31'27"E, 101.27 feet, to a point;
 Thence S86°21'39"E, 316.70 feet, to a point;
 Thence South, 304.63 feet, to the **Point of Beginning**.

Parcel contains two existing structures known as Building A and Building B of the Fountain Industrial Park.

Parcel contains 2.57 Acres, more or less.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Title 5, Chapter 1, Sections 1-4 and 1-5, including, but not limited to:

- A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in

accordance with CITY Standard Construction Specifications and Standard Construction Drawings duly adopted by Resolution 2021-07 of the City Council (hereinafter "CITY Standards"), and as may be amended and in accordance with approved engineering plans; and

- B. DEVELOPER agrees to replace the current 6" water main located in Highway 95 with a 10" water main, per the approved "Fountains Industrial Park Water & Sewer Project" Civil Construction Plan Set; and
- C. CITY agrees to reimburse the cost of upsizing the 6" water main located within Highway 95 as shown on Attachment "A", as follows:
 - a. CITY shall reimburse one hundred percent (100%) of the costs of replacing and upsizing the current water main in Highway 95, which shall not exceed a total amount of Fifty-Seven Thousand Dollars (\$57,000) per the approved "Fountains Industrial Park Water & Sewer Project" Civil Construction Plan, unless otherwise approved by CITY in writing.
 - b. Subject to the amounts and limitation contained in paragraph a. of this Section, CITY's contribution will only be utilized to reimburse DEVELOPER for the cost of replacing and upsizing the current water main in Highway 95. Construction of the water main shall include, but not be limited to, the procurement and construction of the water main, including pipe, fittings, valves, hydrants, thrust blocks, testing, and all materials and construction that are ancillary to the construction of the water main including, but not limited to, excavation, backfill, paving, material testing, and traffic control.
 - c. CITY's contribution for the costs of replacing and upsizing the water main shall not be disbursed until completion of the public improvements and acceptance of said improvements by CITY.

III. TERM.

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

- A. Until all public improvements have been completed and accepted in writing by CITY; and
- B. Until the warranty period for public improvements has expired; and
- C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

CITY shall deem the property in full compliance only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete and after adequate security has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer and any and all necessary easement documents prepared by an Idaho Licensed Professional Land Surveyor (PLS). Such plans shall be approved by CITY Engineer prior to beginning any public improvements' construction; and
- C. DEVELOPER agrees that the Occupancy Permit issued for the property by the County prior to annexation is no longer in effect and DEVELOPER shall obtain a temporary occupancy permit from CITY and comply with all inspections and requirements for said occupancy permit.
- D. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twenty-four (24) months from the date of this Agreement; and
- E. If DEVELOPER fails to complete installation of the required public improvements within twenty-four (24) months from the date of this Agreement, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY. Upon said revocation, DEVELOPER shall immediately vacate the property.

VI. SECTION INTENTIONALLY LEFT BLANK

VII. SECTION INTENTIONALLY LEFT BLANK

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).

- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Upon completion of the improvements required in Section II of this Agreement and written acceptance of said improvements by CITY, a warranty security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by CITY Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY.

IX. PARKLAND DEDICATION.

There is no parkland dedication required as part of this annexation.

X. PHASING.

No phasing is being requested.

XI. AS-CONSTRUCTED DRAWINGS.

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar and AutoCAD, final as-constructed drawings for the public improvements described herein, unless such requirement is waived by the City Engineer.

XII. FAILURE TO COMPLY.

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY.

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. SEVERABILITY

If any part of this Agreement is held unenforceable, the remaining portions of this Agreement will, nevertheless, remain in full force and effect so long as the remainder of this Agreement is capable of completion.

XVIII. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XIX. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER

Joel Cohen
 418 E. B Street
 Moscow, ID 83843
 Phone: (208) 310-6018

CITY

City of Moscow, Idaho
 City Engineer
 PO Box 9203
 Moscow, ID 83843
 Phone: (208) 883-7022

XX. UNDERSTANDING.

DEVELOPER has read and understood this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail themselves of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into it knowingly, voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

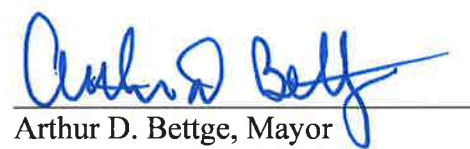
DEVELOPER:

Joel Cohen

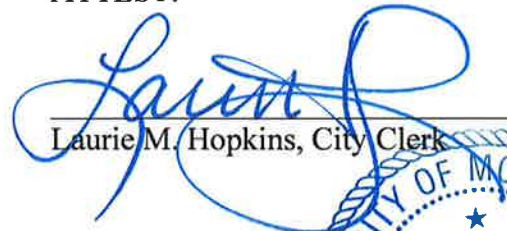

 Joel Cohen, Property Owner

CITY:

City of Moscow, Idaho


 Arthur D. Bettge, Mayor

ATTEST:


 Laurie M. Hopkins, City Clerk



ACKNOWLEDGMENT

STATE OF Idaho)
) ss:
 COUNTY OF Latah)

On this 30th day of January, 2025, before me, the undersigned, a Notary in and for said State, personally appeared Joel Cohen known to me to be the owner of the affected property.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above written.



NOTARY PUBLIC

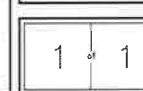
Residing at

My Commission

Taylor Riedner

City of Moscow

8/12/2026





M.L. ALBRIGHT & SONS, INC.

General & Excavation Contractors

6182 Lapwai Road
P.O. Box 603
Lewiston, ID 83501

Phone: (208) 743-2100
Fax: (208) 743-2166
Email: benw@mlalbright.com
Email: mlasons@mlalbright.com

PROPOSAL

To: City of Moscow
Attn: Todd Drage
504 S Washington St
Moscow, ID 83843

Quote #: 3077
Date: September 30, 2024
Phone #: 208-883-7028
Fax #:
Email: tdrage@ci.moscow.id.us

Project: 6" Water Line Upsize

Project #:
Bid Date:
Addendums:

Owner: City of Moscow

We hereby submit an estimate for the following:

This proposal is to upsize an existing 6" water line to 10" across US Hwy 95 near the south side of Moscow, ID. In general, this work will include removal of an existing 12x12x6 tee and installation of a new water line across Hwy 95 to be extended by others in the future. Our proposal includes two options. One will be to remove approx. 60 ft of existing 6" water and install 10" C900. The second option will be to remove the exiting 12x12x6 tee, abandon the 6" water line in-place and install 12" DR11 HDPE across Hwy 95. Both options intend to re-use the two existing 12" valves and install one new valve for the new line crossing the highway

OPTION #01 INCLUDES - 10" C900

\$83,930.00

All gravel backfill
New 12x12x10 tee w/ (1) new 10" gate valve
10" C900 (60 feet)
10" plug for future extension
Traffic Control
Asphalt Patch Back (6" thick)
ITD ROW permit

OPTION #02 INCLUDES - 12" DR11 HDPE

\$67,880.00

All gravel backfill
New 12x12x12 tee w/ (1) new 12" butterfly valve
12" DR11 HDPE - (60 feet)
12X10 reducer
10" C900 stub w/ plug
Traffic Control
Asphalt Patch Back (6" thick)
ITD ROW permit

Excludes: Permits, Fees, Sales Tax, Bond, Testing, Survey, Layout, Rock Exc.

Pricing for all required materials to complete this proposal will be adjusted appropriately from bid date to date materials are ordered after acceptance of proposal. Proposal is subject to fuel surcharges.

We Propose hereby to complete the above described work for the sum of:

TBD

If accepted, this quotation in it's entirety shall be included in any contractual agreement between M.L. Albright & Sons and prime contractor.

If a contradiction occurs, between the terms of the contract and the terms of this quotation, the language of this quotation shall prevail.

Quote Valid For 30 Days

Ben Waldemarson

Proposal By: Ben Waldemarson

Payment Terms: Net 30 Days. (3% Transaction Fee For Credit/Debit Card Payments)

ACCEPTANCE OF PROPOSAL - All terms and conditions listed are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made per terms.

Signature:

Date:

Todd Drage

From: Ben Waldemarson <benw@mlalbright.com>
Sent: Tuesday, October 8, 2024 3:20 PM
To: Todd Drage
Subject: FW: Hwy95 - Watermain Upsizing
Attachments: 3077 - City of Moscow_10 in Water line.xlsx

You don't often get email from benw@mlalbright.com. [Learn why this is important](#)

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Todd, I am wondering if you are able to provide any feedback on the price we sent regarding upsizing the existing 6" water service?

Thanks

Ben Waldemarson
M.L. Albright & Sons, Inc.
benw@mlalbright.com
Office: (208) 743-2100 / Fax: (208) 743-2166 / Cell: (208) 791-2612

Delivering Quality Since

1946



From: Ben Waldemarson
Sent: Monday, September 30, 2024 6:43 AM
To: Todd Drage <tdrage@ci.moscow.id.us>
Cc: Matt Thorson <Matt.Thorson@mlalbright.com>; Mike Albright <mikea@mlalbright.com>
Subject: Hwy95 - Watermain Upsizing

Todd

Attached is our proposal to remove / abandon 60 feet of 6" water across Hwy95 near the south end of Moscow. You will see that we are proposing two options for this work. One option is to remove the existing 6" waterline and install 10" C900 while the other option is to abandon the existing 6" waterline in-place and install 12" HDPE.

There are two separate prices listed on our quote for you to choose from. Please review and let me know if you have any questions.

Thanks

Ben Waldemarson
M.L. Albright & Sons, Inc.
benw@mlalbright.com

Office: (208) 743-2100 / Fax: (208) 743-2166 / Cell: (208) 791-2612

Delivering Quality Since

1946



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 18, 2025



AGENDA ITEM TITLE

Third Amendment to Solid Waste Franchise Agreement Exhibit G - Tyler Palmer

RESPONSIBLE STAFF

Tyler Palmer, Deputy City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

Fees associated with the services provided under the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc., dba Inland North Waste, are adjusted each fiscal year to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Bureau of Labor Statistics. The statistics used are for a one-year period and represent the end-of-year adjusted figures for the annual change in the calendar year, as published in January of each year. The figure for 2024 was 2.86%. Staff has prepared an amended Exhibit G to reflect these changes for the Council's review and approval. This was reviewed by the Public Works/Finance Committee on August 11, 2025, and recommended for approval.

REVIEWED BY

Public Works and Finance Committee

PROPOSED ACTIONS

ACTION: Approve the Third Amendment to Exhibit "G" of the Solid Waste Franchise Agreement.

STAFF RECOMMENDATION

Approve the Third Amendment to Exhibit "G" of the Solid Waste Franchise Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Third Amendment Agreement to Exhibit G_final

THIRD AMENDMENT TO EXHIBIT "G"
OF THE FIRST AMENDMENT TO SECOND EXTENSION OF AND
AMENDMENT TO 2003 SOLID WASTE FRANCHISE AGREEMENT

THIS THIRD AMENDMENT TO EXHIBIT "G" OF THE FIRST AMENDMENT TO SECOND EXTENSION OF AND AMENDMENT TO 2003 SOLID WASTE FRANCHISE AGREEMENT (hereinafter "Third Amendment") is made and entered into this ____ day of _____, 2025, by and between the City of Moscow, a Municipal Corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "City") and Latah Sanitation, Inc. (dba Inland North Waste), an Idaho Corporation, 3299 Highway 8, Moscow, Idaho, 83843 (hereinafter "Franchisee").

WHEREAS, the Parties executed the First Amendment to Second Extension of and Amendment to 2003 Solid Waste Franchise Agreement Including Amendments to Franchise Agreement Exhibits (hereinafter "First Amendment Agreement") on October 20, 2023; and

WHEREAS, the First Amendment Agreement allows for amendments to the Exhibits; and

WHEREAS, the Parties amended Exhibit "G" for cost adjustments for FY 2025 on October 14, 2024 (hereinafter "Second Amendment to Exhibit "G"); and

WHEREAS, the Parties wish to amend Exhibit "G" for cost adjustments for FY 2026;

NOW, THEREFORE, City and Franchisee agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following amendments of the First Amendment Agreement:

1. Effective October 1, 2025, Exhibit "G" of the First Amendment Agreement as amended by the Second Amendment to Exhibit "G", shall be replaced with the attached amended Exhibit "G", incorporated herein by this reference.
2. All other terms and conditions of the First Amendment Agreement that are not modified by this Third Amendment to Exhibit "G" shall remain in full force and effect. If any part of this Third Amendment is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Third Amendment so long as the remainder of the Third Amendment is reasonably capable of completion.

This Third Amendment may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to Exhibit "G" on the date first above written.

I, Brandon Johnson, certify under the penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am an authorized agent to bind Latah Sanitation, Inc. (dba Inland North Waste) to this Third Amendment of Exhibit "G". If I am signing this document utilizing a digital signature, I understand that my digital signature is valid and binding upon me to the same force and effect as a handwritten signature.

LATAH SANITATION, INC.:

CITY OF MOSCOW:

Brandon Johnson, General Manager

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, appeared Brandon Johnson, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative of Latah Sanitation, Inc. (dba Inland North Waste).

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

**EXHIBIT “G”
FEE SCHEDULE
EFFECTIVE DATE - October 1, 2025**

SECTION 1.0 ADJUSTMENTS INCLUDED IN EXHIBIT “G”

- 1.1 Reimbursement: City agrees to pay the Franchisee the amounts shown herein for Solid Waste Services performed, pursuant to this Agreement.
- 1.2 Fees: Exhibit “G” does not include billing or other City fees. Such billing and City fees are included in the actual rates charged to the producer.

SECTION 2.0 RATES FOR EACH RESIDENTIAL UNIT

2.1	Individual Residential Units Includes mobile homes, duplexes, and apartment units. This fee also includes fees for curbside recycling collection services.	Per Month	Each unit	\$10.15
2.2	Apartment Curbside Recycling	Per Month	Each unit	\$3.87
2.3	Individual Residential SW Service Level	Per Month		
	35 gallon cart		Each unit	\$0.67
	65 gallon cart		Each unit	\$1.33
	95 gallon cart		Each unit	\$1.96
	On Demand 35 gallon cart		Each service	\$0.32
2.4	Individual SW Roll Cart	Per Month	Each unit	\$1.00
2.5	SW Roll Cart Operation & Maintenance		Per month	\$4,181.98
2.6	Individual Recycling Roll Cart	Per Month	Each unit	\$1.01
2.7	Recycling Roll Cart Operation & Maintenance Includes roll cart exchanges & repairs, roll cart cleaning, inventory storage and extra rear load helper route.		Per month	\$13,065.83
2.8	Material Recovery Facility (MRF) Processing Includes actual single stream material processing costs passed on to City.		Per Ton	Actual
2.9	Cart size exchange		First 30 days	\$0.00

		After 30 days	\$19.78
2.10	Return Service: (e.g., blocked roll cart, roll cart not set out on time, roll cart not able to be serviced)	First time Second time Third time (and following times)	\$0.00 \$13.20 \$26.37
2.11	Roll Cart Replacement (lost, stolen, damage from abuse)	Each unit	\$63.70
2.12	Carry - Out Service Per Month		
	A. Outside of Building: Two (2) bags or (1 roll cart)	Each unit	\$13.84
	B. Inside of Building: Two (2) bags or (1 roll cart)	Each unit	\$15.73
	Each carryout service producer shall provide reasonably safe access to solid waste container(s).		
2.13	Over Service Level: Per bag or equivalent	Each unit	\$5.23
	Business Rate for Residential: Residential Units utilizing mechanical or compactor containers shall be billed at the business rate for such containers.		

SECTION 3.0 RATES FOR BUSINESS UNITS USING MANUAL CONTAINERS

3.1	Loose Yardage on Ground (not fault of Franchisee)	Per cu. yard	\$9.33
3.2	Commercial Roll Carts Per month (serviced one [1] time weekly)	35 gal 65 gal 95 gal	\$10.81 \$10.81 \$16.19
3.3	Commercial Curbside Recycling	Per Month Each unit	\$3.88
3.4	Individual Recycling Roll Cart	Per Month Each unit	\$1.00
3.5	Recycling Roll Cart Operations & Maintenance	Per month	\$470.48

3.6	200 gal Recycling Container	Per month	\$10.05
	300 gal Recycling Container	Per month	\$12.15
	200 and 300 gal Container Replacement Fee (lost, stolen, damage from abuse) (This Replacement applies to all 200 and 300 gallon containers referenced in this Exhibit)	Each	\$507.25

SECTION 4.0 RATES FOR RECYCLING MOBILE CONTAINERS (RMC)

4.1 Rental Rates:

6 Yard Container Rental	Per month	\$61.99
Sales Tax on Rental		\$ 3.72
10.5 Yard Container Rental	Per month	\$94.69
Sales Tax on Rental		\$ 5.68
12 Yard Container Rental	Per month	\$110.65
Sales Tax on Rental		\$ 6.64

4.2 Types of Services:

- A. Franchisee Services/Value of Recycled Materials Retained by Franchisee:
 - 1) RMC hauled, emptied and exchanged by Franchisee
 - 2) No Reimbursement for recyclable materials to customer
 - 3) On-call service with twenty-four (24)-hour notice
 - 4) Rate per haul and exchange \$50.41
- B. Franchisee Services/Value of Recycled Materials Retained by Customer:
 - 1) RMC hauled, emptied and exchanged by Franchisee
 - 2) Reimbursement at the current rate for recyclable materials to customer, providing there is no contamination from unacceptable items.
 - 3) On-call service with twenty-four (24)-hour notice
 - 4) Rate per haul and exchange \$60.58
- C. Customer Service/Value of Recycled Materials Retained by Customer:
 - 1) RMC hauled, emptied and exchanged by customer
 - 2) Reimbursement at the current rate for recyclable materials to customer
 - 3) Rate per haul and exchange \$ 0.00

SECTION 5.0 RATES FOR MECHANICAL CONTAINERS

5.1 Mechanical Container Rates Per Month:

Cont. Size	Rental	Sales Tax	Times Per Week				
			1	2	3	4	5
1 yd	\$14.31	\$0.86	\$28.77	\$57.48	\$86.11	\$113.93	\$143.41
2 yds	\$17.71	\$1.06	\$48.12	\$96.15	\$144.23	\$192.31	\$240.30
3 yds	\$25.34	\$1.52	\$66.62	\$132.31	\$199.88	\$266.49	\$333.07
4 yds	\$28.01	\$1.68	\$85.89	\$171.71	\$257.59	\$343.44	\$429.34
6 yds	\$39.39	\$2.36	\$122.05	\$244.73	\$366.03	\$487.97	\$609.93
8 yds	\$48.20	\$2.89	\$158.46	\$316.71	\$474.60	\$632.87	\$790.02

5.2	Locking Mechanism Mechanical Container	Per month	\$3.67
5.3	Extra Service for Mechanical Containers With twenty-four (24) hour notice:	Each dump	\$34.60
5.4	Temporary (less than two [2] months) Placement or Removal of a Mechanical Container:	Each move	\$47.64
5.5	200 gal Solid Waste Container	Per month	\$15.49

SECTION 6.0 RATES FOR SPECIAL SERVICES

6.1	Special hauls with pickup truck:		
	On day of service – zero to fifteen (0-15) minutes		\$37.59
	From Landfill to City – sixty (60) minutes		\$75.22
	Each fifteen (15) min. after first sixty (60) min.		\$18.78
6.2	Special hauls with packer truck:		
	On day of service – zero to fifteen (0-15) minutes		\$66.48
	From Landfill to City – zero to sixty (0-60) minutes		\$132.96
	Each fifteen (15) min. after first sixty (60) min.		\$33.31
6.3	Special Services with roll-off truck:		
	Large Container Service:		

<u>Cont. Size</u>	<u>Per Day Rental</u>	<u>Sales Tax</u>	<u>Delivery/Exchange/Pickup</u>
8 yd	\$5.79	\$0.35	\$129.94
11 yd	\$6.95	\$0.42	\$129.94
15 yd	\$8.12	\$0.49	\$129.94
22 yd	\$9.26	\$0.56	\$129.94
30 yd	\$11.58	\$0.69	\$129.94
45 yd	\$16.22	\$0.97	\$129.94

Latah Sanitation, Inc. (dba Inland Northwaste)

Long term rental agreements available through approval by Latah Sanitation, Inc. representative. No Rental Fees for Holidays.

Damage Deposit (based on container size and intended use) \$100.00 to \$500.00
Applied toward tonnage and hauling charges if no damage occurs

Sorting Fee (unacceptable items) \$110.04
Hazardous waste, tires or large appliances

Removal Delay Fee \$129.94
Applied to each occasion that roll-off container is kept beyond original scheduled removal date, without prior approval from Latah Sanitation, Inc. representative.

Additional Large Container Service for City Facilities:

Note: Includes City special services such as yard waste program at Moscow Recycling Center.

Compactor Service:

Service	Per haul	\$207.33
Loose Yardage	Per yard	\$9.29
Compacted Yardage (small compactor)	Per yard	\$49.65

- 6.4 Dead Animals: Special Haul rates shall be charged for collection and disposal of dead animals.
- 6.5 Service: Arrangements for Special Hauls shall be made with Franchisee.
- 6.6 Special Waste: The rates for hazardous waste and infectious and potentially harmful waste will include time, equipment, materials, franchise billing fee and disposal fees.

SECTION 7.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF SOLID WASTE PROCESSING FACILITY

7.1	Solid Waste Processing Facility Operational Franchise Reimbursement	Per year	\$612,855.18
		Per month	\$51,071.26

7.2 Annual Tonnage Reimbursement

A. If annual tonnage exceeds the base annual tonnage of thirty-two thousand two hundred (32,200) tons in a contract year, Franchisee shall receive additional compensation.

Per additional ton (Adjusted per ton)	\$19.04
--	---------

B. If the annual tonnage is less than the base annual tonnage, then no additional compensation to Franchisee.

C. If the annual tonnage is less than seventy five percent (75%) of the base annual tonnage, then refer to Section 2.B.2. of Exhibit C.

7.3 Rate Reimbursement for Miscellaneous Costs. See 2.0.C. of Exhibit C as therein provided in sub-paragraphs 1 through 11.

Miscellaneous Rate	Per year	\$278,671.59
	Per month	\$23,222.63

7.4 Direct Reimbursement Cost
Tire disposal
Household Hazardous Waste disposal

Actual
Actual

SECTION 8.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF MOSCOW RECYCLING CENTER

8.1	Compensation	Per ton	\$ 50.99
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8.2 Public Information, Special Events and Promotion
Time and Materials

8.3 Revenue Sharing From Sales of Recycling Commodities
Compensation or Payment Formula as stated in Exhibit E, 2.0, K.
Calculated at the end of each fiscal year

**SECTION 9.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF
BIOSOLIDS COMPOSTING FACILITY**

- 9.1 Biosolids Composting Facility Operational Franchise
Reimbursement
(Annual processing of up to seven thousand [7,000]
wet tons of biosolids)

Per year	\$265,235.25
Per month	\$ 22,102.94

- 9.2 Franchisee Reimbursement for processing biosolids
over seven thousand (7,000) wet tons per year

Per ton	\$18.86
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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 18, 2025



AGENDA ITEM TITLE

East City Park Stage Project Update (ACTION ITEM) - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

On May 6, 2024, City Council approved a contract with Design West Architects to develop a 30% conceptual design and cost estimate for replacement of the East City Park Stage. The design was to build upon a previous design and outreach effort that concluded in 2012, and the subsequent construction of the existing restroom building that was completed in the spring of 2013. The original design effort, and restroom construction, was based on an extensive public outreach effort that dates back to 2010.

The stage was always anticipated to be a second phase to the previous design and construction work and has been captured in the City's Capital Improvement Plan for a number of years. Unfortunately, the existing stage deteriorated quicker than anticipated, and during routine maintenance in the spring of 2024, it became clear the cover would need to be removed immediately to ensure public safety. In response, the replacement of the stage was prioritized in recent capital planning and budget efforts. The recently adopted FY 2026 Budget includes \$885,000 for design and construction of the new stage in the coming year.

As directed by Council, Staff completed an outreach effort over the past spring. This effort confirmed overwhelming support for the project, and generated feedback that led to the final conceptual design. Staff will provide a summary of outreach efforts and the feedback received. The Project Architect will present the 30% concept design and cost estimate for Council's feedback.

With Council's support, Staff will proceed with pursuing grant funding, and procuring design services to complete construction documents with the goal of building a new stage in the spring/summer of 2026.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept report and provide feedback as appropriate.

STAFF RECOMMENDATION

Accept the report and provide feedback as appropriate.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 30% Floor Plan & Elevations
2. Preliminary Cost Estimate
3. NE Perspective
4. WEST Perspective
5. Potential Design Changes (Staff Generated)
6. Comment Cards from Outreach Meetings
7. Email Correspondence

DESIGN TEAM

OWNER

CITY OF MOSCOW
120 2. A STREET
MOSCOW, ID 83843
TEL.: (208) 883-7027

CONTACT:
CODY RIDDLE

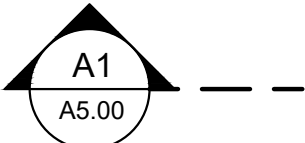
ARCHITECTURAL

DESIGN WEST ARCHITECTS P.A.
254 EAST MAIN STREET
PULLMAN, WASHINGTON 99163
TEL.: (509) 332-3113
FAX: (509) 332-3327

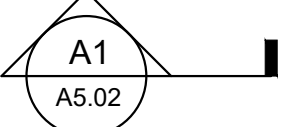
CONTACT:
NED WARNICK

SYMBOLS

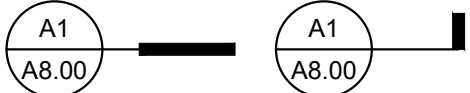
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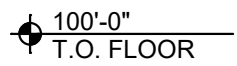
WALL SECTION



DETAIL



ELEVATION MARK



REVISIONS



WINDOW TYPES



SEE SHEET A6.00

FLOOR & WALL ASSEMBLIES



SEE SHEET A8.00

ROOF ASSEMBLIES



SEE SHEET A8.30

DOOR NUMBER



EXTERIOR ELEVATION



INTERIOR ELEVATION



MOSCOW EAST CITY PARK STAGE REPLACEMENT

900 E 3RD STREET

MOSCOW, ID 83843

30% DESIGN PROGRESS SUBMITTAL



DRAWING INDEX

GENERAL

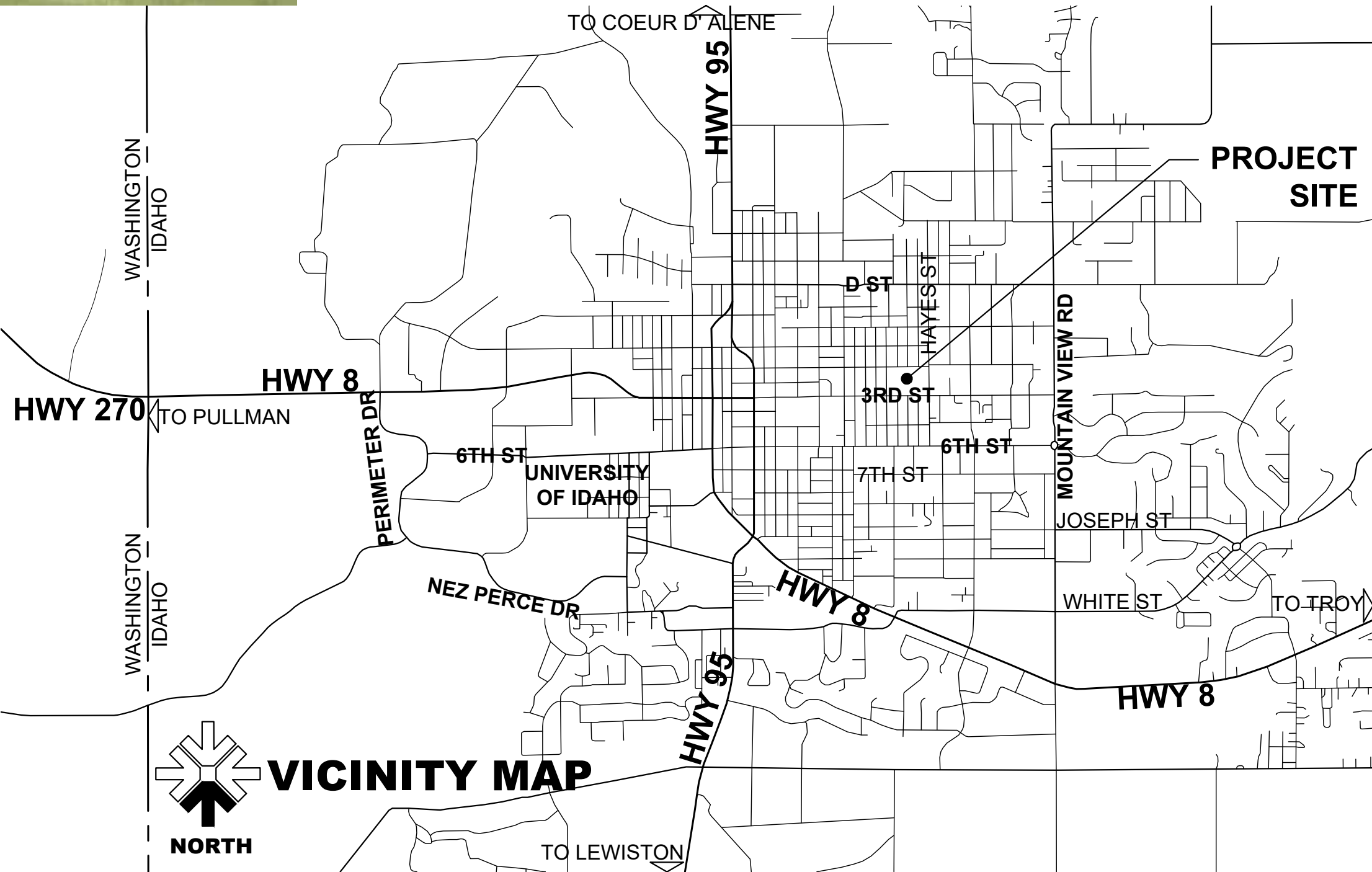
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ARCHITECTURAL

A1.00 SITE PLAN
A3.30 FLOOR PLANS
A4.00 ELEVATIONS
A4.10 ELEVATIONS
A5.00 SECTIONS

GENERAL NOTES

- CONTRACTOR TO VERIFY WITH UTILITIES EXACT LOCATION OF EXISTING UNDERGROUND SERVICES. CONTACT CALL BEFORE YOU DIG AT: (800) 342-1585
- CONTRACTOR SHALL COORDINATE EFFORTS FOR DESIGN BUILD ELECTRICAL SYSTEMS. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THESE DRAWINGS, THE SPECIFICATIONS, AND THE CURRENT EDITIONS OF THE IBC, UMC, UPC, NEC AND THE NW NON-RESIDENTIAL ENERGY CODE, AND ALL CITY OF MOSCOW REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND PROVIDING ALL REQUIRED DOCUMENTATION FOR ISSUANCE OF PERMITS, INCLUDING ANY AND ALL ENGINEERING, STAMPED AND SIGNED BY REGISTERED PROFESSIONAL ENGINEERS IN THE STATE OF IDAHO APPROPRIATE TO THE DISCIPLINE.
- THE CONTRACTOR AGREES TO ASSUME SAFE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE DURING THE COURSE OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE ARCHITECT AND OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ARCHITECT, OR THIRD PARTY IN VIOLATION OF THE LAW OR IN TRESPASS. THE CONTRACTOR SHALL PRACTICE SAFETY AT ALL TIMES AND SHALL FURNISH, ERECT, AND MAINTAIN SUCH FENCES, BARRICADES, LIGHTS, AND SIGNS NECESSARY TO GIVE ADEQUATE PROTECTION TO THE PUBLIC AT ALL TIMES. THE ARCHITECT MAKES NO WARRANTY THAT THE CONSTRUCTION-PHASE FENCES, ETC., ARE ADEQUATE TO ENSURE SAFETY DURING CONSTRUCTION OPERATIONS.
- PLAN INTENT: THESE DRAWINGS REPRESENT EXISTING CONDITIONS (CONTRACTOR TO VERIFY ALL ACTUAL CONDITIONS), AND THE FINISHED FACILITIES AND UNLESS OTHERWISE INDICATED, THEY DO NOT SHOW THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PRODUCE THE FINISHED FACILITIES AND TO PROTECT THE WORK AND PROPERTY, THE SAFETY OF THE WORKERS, AND OTHER PERSONS DURING CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE ABOVE MEASURES AND VISITS TO THE SITE BY THE ARCHITECT SHALL NOT INCLUDE OBSERVATION OF SAFETY MEASURES.
- FIELD VERIFY ALL BUILDING POINTS OF CONNECTIONS AND FLOOR TO FLOOR HEIGHTS. NEW BUILDING TO MATCH FLOOR HEIGHTS OF EXISTING BUILDING.



DRAWN BY
NG, BF, JR

CHECKED BY
NW

JOB NUMBER
24035

REVISIONS

PRELIMINARY -
NOT FOR
CONSTRUCTION
30% DESIGN
PROGRESS
SUBMITTAL

MOSCOW EAST CITY PARK
STAGE REPLACEMENT
900 E 3RD STREET
MOSCOW, ID 83843

DATE
07/10/2025

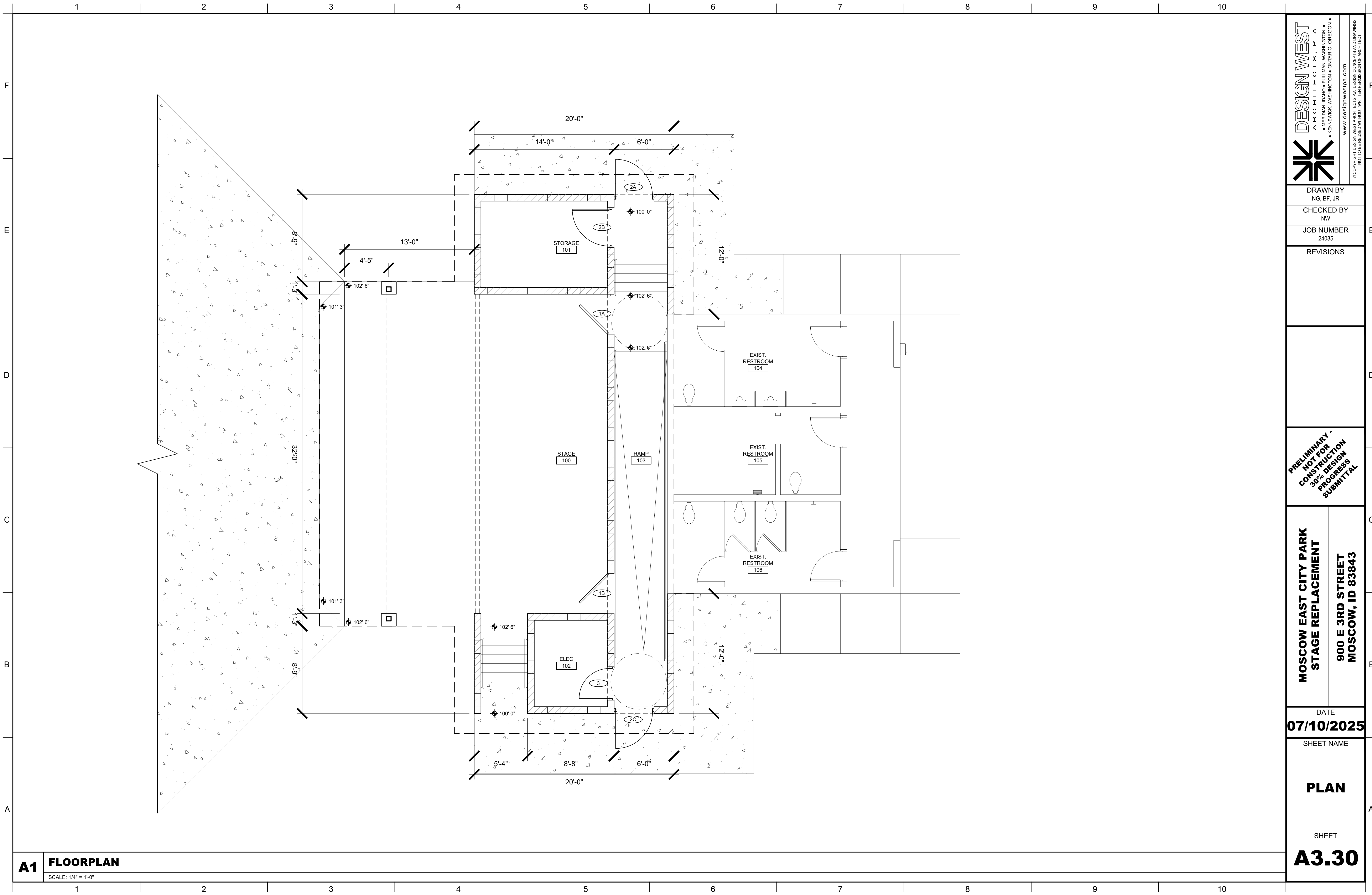
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A1 FLOORPLAN

SCALE: 1/4" = 1'-0"

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ARCHITECTS P.A.
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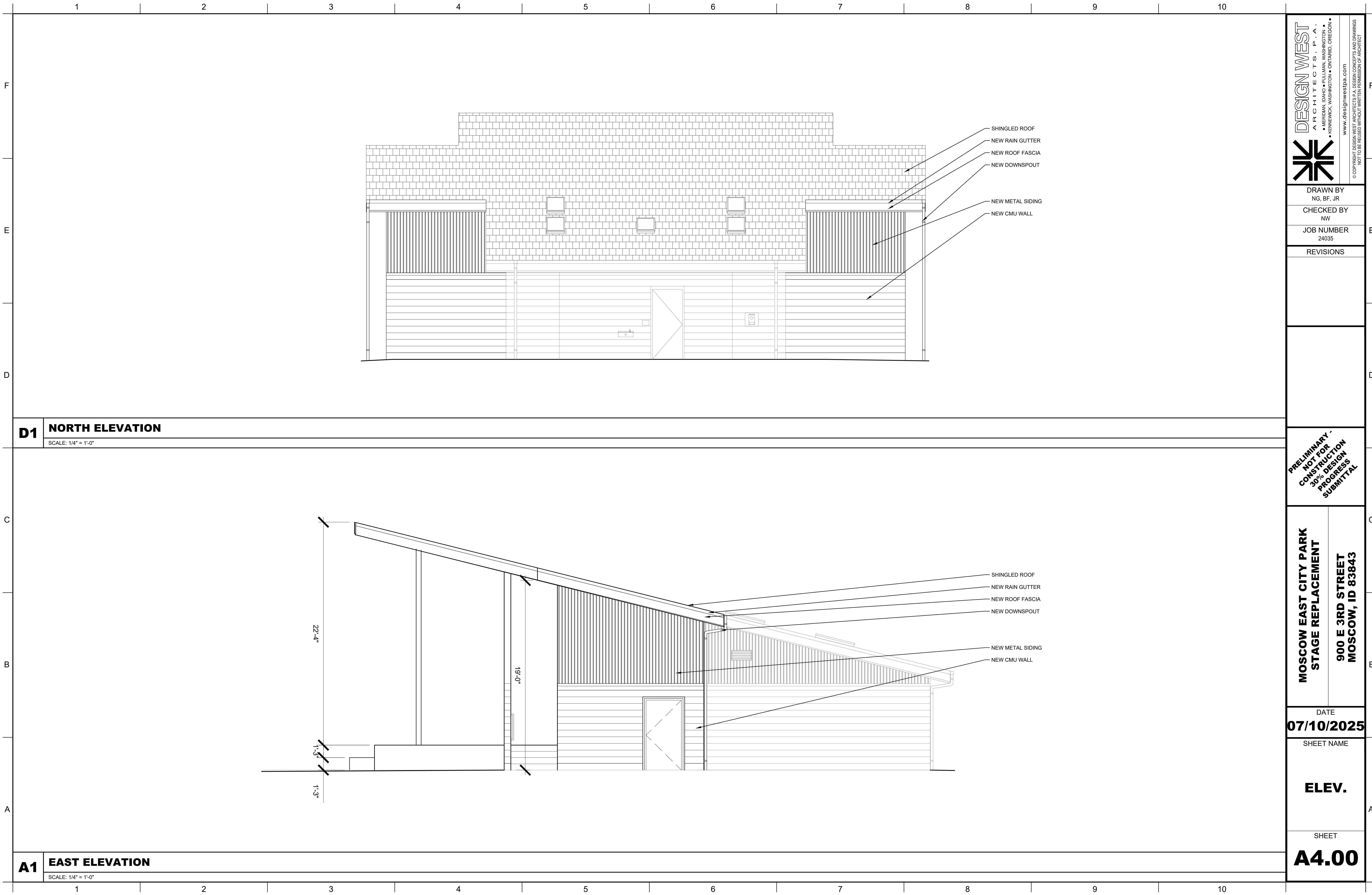
MOSCOW EAST CITY PARK STAGE REPLACEMENT	900 E 3RD STREET MOSCOW, ID 83843
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PLAN

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STAGE REPLACEMENT

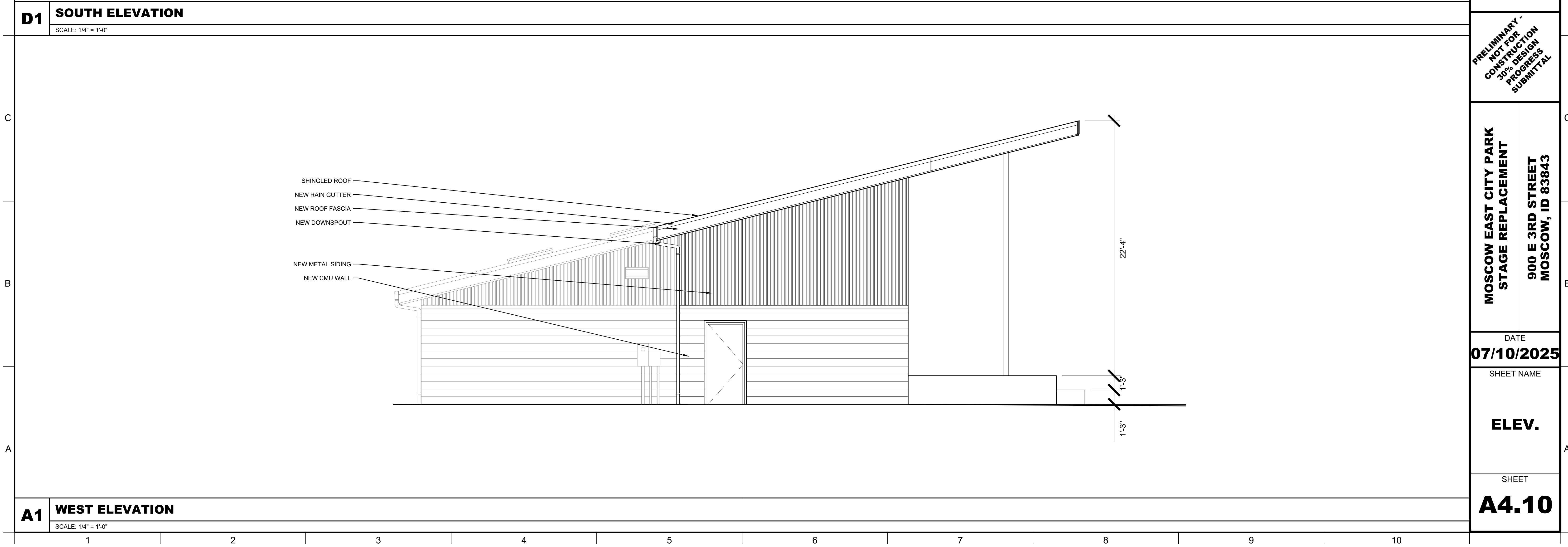
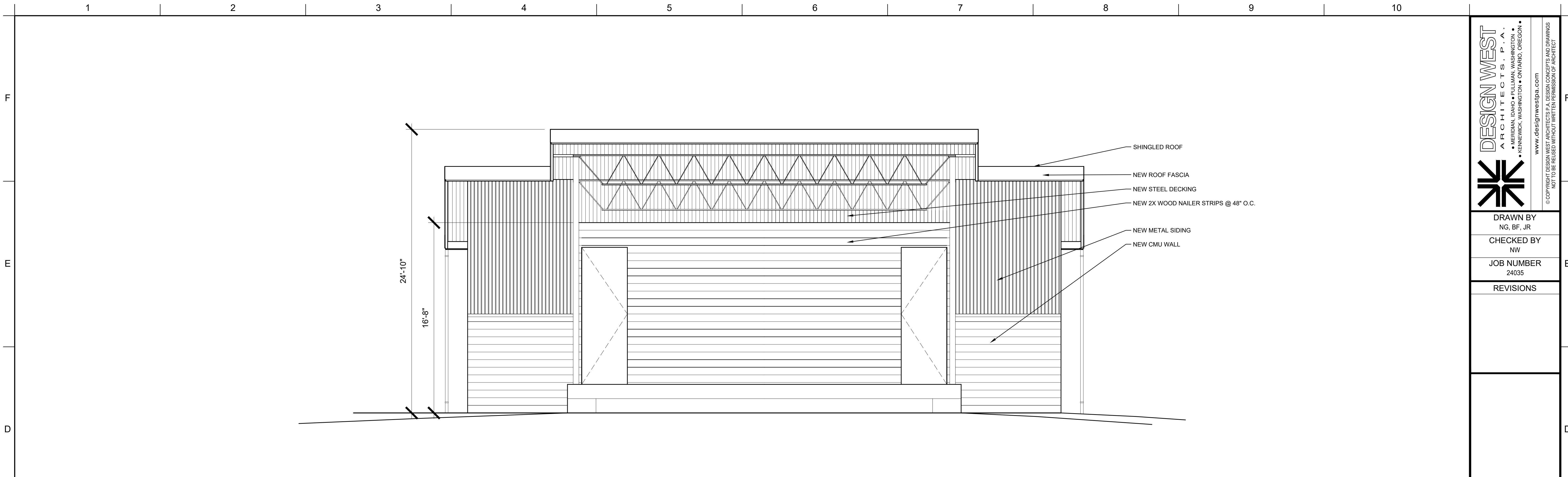
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MOSCOW EAST CITY PARK
STAGE REPLACEMENT

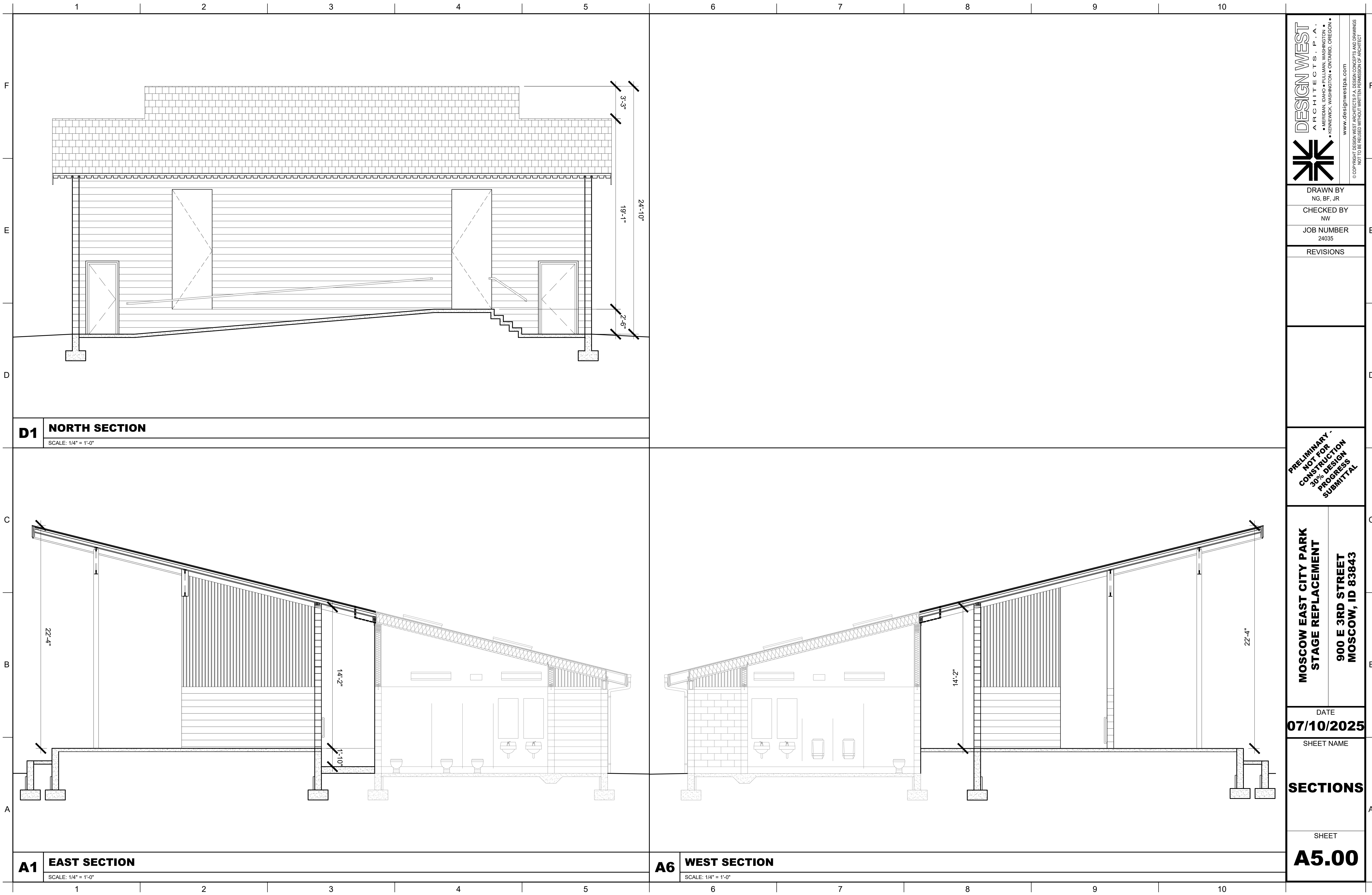
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MOSCOW EAST CITY PARK
STAGE REPLACEMENT

900 E 3RD STREET
MOSCOW, ID 83843

DATE
07/10/2025

SHEET NAME
SECTIONS

SHEET
A5.00

Page 333

Project Name: *Moscow East City Park-New Stage*
Project Number: *24035*

30% Design Estimate

Design West Architects

7/10/2025 17:06

Scope Assumptions 1) City of Moscow completes all peripheral site work
2) Stage package does not include lighting and sound packages

General Information

Project Scope

New Square Footage = **1,570**
Renovation Square Footage = **na**
Site work Square Footage = **16,770**

Project Schedule

Anticipated Construction Duration (months) = **5**
Anticipated NTP / Duration / Complete Dates = **12/1/2025** **150** **4/30/2026**

Estimate Summary

Division	Title	Quan.	Unit	Division Total
Division 01	General Requirements			\$ 58,050.00
Division 02	Existing Conditions			\$ 10,958.75
Division 03	Concrete			\$ 38,371.75
Division 04	Masonry			\$ 73,485.00
Division 05	Metals			\$ 95,242.20
Division 06	Wood, Plastics, and Composites			\$ 47,750.25
Division 07	Thermal and Moisture Protection			\$ 67,123.50
Division 08	Openings			\$ 19,700.00
Division 09	Finishes			\$ 18,042.05
Division 10	Specialties			\$ -
Division 11	Equipment			\$ -
Division 12	Furnishings			\$ -
Division 13	Special Construction			\$ -
Division 14	Conveying Equipment			\$ -
Division 21	Fire Suppression			\$ -
Division 22	Plumbing			\$ 15,000.00
Division 23	Heating, Ventilating, and Air Conditioning			\$ -
Division 25	Integrated Automation			\$ -
Division 26	Electrical			\$ 100,572.50
Division 27	Communications			\$ -
Division 28	Electronic Safety and Security			\$ -
Division 31	Earthwork			\$ 18,906.25
Division 32	Exterior Improvements			\$ 71,366.25
Division 33	Utilities			\$ -
MATERIALS & LABOR COST				\$ 634,568.50
	Contractor Taxes, Bonds, & Insurance	2.30%	percentage	\$ 14,595.08
	Contractor Overhead & Profit	10.00%	percentage	\$ 63,456.85
	Permits - By Others	0	LS	\$ -
	Estimating Contingency (30% design level)	10.00%	percentage	\$ 63,456.85
	Escalation (<i>estimated 9.00% annual = 0.75% monthly</i>)	4.8	months	0.75% 3.58% \$ 22,731.34
ESTIMATED CONTRACT COST				\$ 798,808.61

Estimate Detail

Division	Specification	Item	Quan.	Unit	Unit Cost	Extended Cost	Division Total
01 GENERAL REQUIREMENTS							\$ 58,050.00
01 31 00	Supervision - on site superintendent	5	month	\$	8,750.00	\$ 43,750.00	
01 50 00	Work base / office set up	1	LS	\$	1,500.00	\$ 1,500.00	
	Field Office Rental	5	month	\$	500.00	\$ 2,500.00	
	Temp Utility Hookup & Usage (use City existing)	5	month	\$	-	\$ -	
	Temp Sanitation Facilities	5	month	\$	200.00	\$ 1,000.00	
	Temp Enclosures, Heat, & Weather Protection	1	LS	\$	1,000.00	\$ 1,000.00	
	Temp Fencing, Barricades & Barriers	210	LF	\$	5.00	\$ 1,050.00	
	Temp Gates	1	EA	\$	1,000.00	\$ 1,000.00	
01 73 00	Small Tools, Rental and Hoisting Equipment	5	month	\$	450.00	\$ 2,250.00	
	Dumpster - Disposal Costs	1	LS	\$	1,500.00	\$ 1,500.00	
01 77 00	Project Closeout - As-built Drawings, O&M Manuals	1	LS	\$	1,500.00	\$ 1,500.00	
01 77 00	Project Closeout - Warranty & closeout	1	LS	\$	1,000.00	\$ 1,000.00	
02 EXISTING CONDITIONS							\$ 10,958.75
02 41 19	Demolition - site paving	725	SF	\$	2.75	\$ 1,993.75	
02 41 19	Demolition - landscaping (clearing & prep)	3,600	SF	\$	1.25	\$ 4,500.00	
02 41 19	Demolition - existing stage	950	SF	\$	4.70	\$ 4,465.00	
03 Concrete							\$ 38,371.75
03 30 00	Concrete footing + stem wall	212	LF	\$	67.50	\$ 14,310.00	
03 30 00	Concrete footing + stem wall - stage front step	37	LF	\$	60.75	\$ 2,247.75	
03 30 00	Concrete steps and ramp	192	LF	\$	60.75	\$ 11,664.00	
03 30 00	Concrete slab-on-grade	1,160	SF	\$	8.75	\$ 10,150.00	
04 Masonry							\$ 73,485.00
04 21 00	CMU-Split Face	1,420	SF	\$	51.75	\$ 73,485.00	
05 Metals							\$ 95,242.20
05 12 00	HSS Canopy Framing	1,754	SF	\$	37.50	\$ 65,775.00	
05 31 23	Metal roof deck	1,754	SF	\$	16.80	\$ 29,467.20	
06 Wood, Plastics, and Composites							\$ 47,750.25
06 10 00	On site general labor	5	month	\$	7,475.00	\$ 37,375.00	
06 10 00	Wood framing - 2x6 stud wall w/ shtg.	883	SF	\$	11.75	\$ 10,375.25	
07 Thermal and Moisture Protection							\$ 67,123.50
07 31 13	Composition shingle roofing	1,574	SF	\$	15.75	\$ 24,790.50	
07 62 00	Metal flashing and trim (included with roofing)	1	LS	\$	-	\$ -	
07 62 00	Metal gutters & downspouts	24	LF	\$	30.00	\$ 720.00	
07 21 00	Rigid Roof Insulation- 1"	1,574	SF	\$	3.25	\$ 5,115.50	
07 42 13	Metal Wall Panels	883	SF	\$	40.00	\$ 35,320.00	
07 92 00	Sealants	1,570	LS	\$	0.75	\$ 1,177.50	
08 Openings							\$ 19,700.00
08 00 00	Hollow Metal Doors and Frames 4x7 (incl. hardware)	1	EA	\$	3,275.00	\$ 3,275.00	
08 00 00	Hollow Metal Doors and Frames 3x7 (incl. hardware)	3	EA	\$	2,975.00	\$ 8,925.00	
08 00 00	Stage Back access panels 4x12	2	EA	\$	3,750.00	\$ 7,500.00	
09 Finishes							\$ 18,042.05
09 29 00	Gypsum Board	883	SF	\$	3.85	\$ 3,399.55	
09 65 00	Resilient base and trim	-	SF	\$	0.94	\$ -	
09 90 00	Exterior Steel Paint	1	LOT	\$	3,500.00	\$ 3,500.00	
09 90 00	Exterior CMU sealer - graffiti protect coat	1,420	SF	\$	6.75	\$ 9,585.00	
09 90 00	Interior Paint	445	SF	\$	3.50	\$ 1,557.50	
10 Specialties							\$ -
10 21 13	NOT USED	-	EA	\$	-	\$ -	



New Stage as Addition to Restrooms
(North-East View)



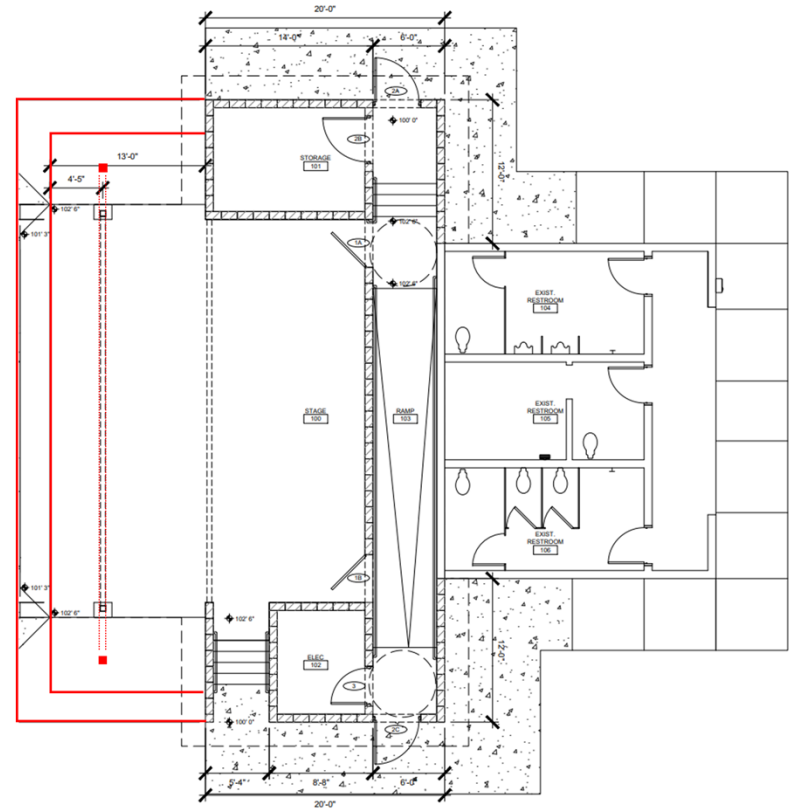


New Stage as Addition to Restrooms
(West View)



POTENTIAL CHANGES (EXPANDED ROOF)





EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

This stage needs to be able to accommodate community theater (drama) including things like "Shakespeare in the Park." That will require a "backstage" area that actors can enter from and exit into mid-performance (and put props & set elements)

Please leave your comments with a Staff member or in the box provided at the front of the room. Thank you!



Consult UI drama people on what is needed for this.

Before COVID, there was a Shakespeare in the Park group that would tour (they were Montana based). They would perform in Spokane and Sandpoint, but never Moscow because we had no venue for it.

We need this stage to be able to accommodate groups like that and other local community theater. Summer time outdoor theater would be hugely popular in Moscow. Let's make it possible.

David Pimentel Page 11 dtpimentel@gmail.com

EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

Meetings earlier indicated a softer surface in
dance area - not asphalt or concrete.

'vibrant' image is confusing —
softer surface is preferable.

Please leave your comments with a Staff member or in
the box provided at the front of the room. Thank you!



EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

I think this is great! Thank you
for going forward with this - well
worth my tax dollars & the cities time.

Please leave your comments with a Staff member or in
the box provided at the front of the room. Thank you!



EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

Glad you decided to use the new location.
Don't forget parking for foot trucks
& power - I suggest ~~that~~ you put in
parking and ^{storm} sewer where the horseshoe
pits are and there is plenty of power
Dave Willard, 20 year VP Stage Performer
Dave@krtf.org

Please leave your comments with a Staff member or in
the box provided at the front of the room. Thank you!



P.S. I would like to be involved in the planning

EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

- Always put as much power possible. Can never have too much
- Conduit from stage to Audio control (Fork)
- hand crank winches around stage lid perimeter to increase options for events (banners, curtains, lights, etc.) to hang truss from
- Preference for concrete for durability and aesthetics / will last longer for stage/floor
- would love to discuss further or answer questions

Ryan Watson
Associate
Director, Event
Production Unit

Please leave your comments with a Staff member or in the box provided at the front of the room. Thank you!

rwatson@uidaho.edu Thanks!



CORBIN HONSTADT
VOFL EVENTS TECHNICAL MANAGER
chostadt@uidaho.edu

EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

LARGE CONDUITS TO FRONT-OF-HOUSE LOCATION

- 2 POWER CIRCUITS A BONUS (120V)

3 PHASE POWER ACCESS UPSTAGE (THE MORE THE BETTER)

RIGGING OPTIONS FOR SOUND & LIGHTS (DOWNSTAGE, MIDSTAGE, UPSTAGE)

USE METAL & CONCRETE FOR LONGEVITY.

PORTABLE RAMP FOR GETTING EQUIPMENT ON STAGE.

Please leave your comments with a Staff member or in the box provided at the front of the room. Thank you!



EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

My MAIN CONCERN IS THE LACK OF VISIBILITY OF
THE STAGE FROM THE SURROUNDING STREETS FOR
SECURITY AFTER HOURS. THE ONLY WAY FOR TO
SEE THE STAGE IS TO ENTER THE PARK.

Please leave your comments with a Staff member or in
the box provided at the front of the room. Thank you!



EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

- Painted wood surface for the stage so you
can have dance performances & classes

* Don't pave the current stage footprint
Don't pave area for baths - they have been
on grass for years

Remember THIS IS A PARK - You want to preserve
the old trees - also preserve grass areas

Please leave your comments with a Staff member or in
the box provided at the front of the room. Thank you!

Dance area should not be cement



EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

I'm concerned with concentration of pathways converging on area just in front of the stage.

Also I was surprised by the height of the roof over the proposed stage. The people represented are quite small. I had not noticed the scale in previous presentations.

I prefer retaining the character with wood construction.

Please leave your comments with a Staff member or in the box provided at the front of the room. Thank you!



EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

- lockable storage area(s) for temporary use to help volunteers prepare for upcoming events ahead of time
- make the structure itself an "artistic" statement with use of colors, murals, etc. since most of the time it stands there without an event or occupancy
- build it with volunteers and donated materials like the original was

Please leave your comments with a Staff member or in the box provided at the front of the room. Thank you!



5/3/2025

EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, ~~Thursday March 6, 2025~~

Do you have any general suggestions or comments?

Plaza Material - consider rubberized
asphalt as a choice to reduce
impact forces while dancing and still
offer accessibility.

Please leave your comments with a Staff member or in
the box provided at the front of the room. Thank you!



EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

YES!

Please Consider Having The front of The Stage Be A Radius to follow The Existing Shape of The grass Amphitheater. Also The sides of The Stage feels Like it wants To Be open to maximize sight lines

Please leave your comments with a Staff member or in the box provided at the front of the room. Thank you!



EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

KEEPING STAGE IN SAME (ORIGINAL)
LOCATION WOULD BE LESS EXPENSIVE.

ALSO — ANY ADD-ONS (MURAL, PUBLIC ART, ETC.)
WOULD BE NICE TO HAVE IF THEY ARE DONATED.

ELSE THEY WOULD DRIVE UP THE COST EVEN
MORE. WE DON'T NEED TO PAY \$500,000 FOR THIS!

IT'S
ONLY A STAGE,
NOT AN ENTIRE BUILDING!

Please leave your comments with a Staff member or in
the box provided at the front of the room. Thank you!



EAST CITY PARK STAGE REPLACEMENT OPEN HOUSE

City Hall Council Chambers, Thursday March 6, 2025

Do you have any general suggestions or comments?

I think that keeping the stage in its same location is the best idea - Making all of the suggested changes would be very expensive + would not be necessary.

Please leave your comments with a Staff member or in the box provided at the front of the room. Thank you!



Cody Riddle

From: Joann Muneta <jmuneta43@gmail.com>
Sent: Friday, December 13, 2024 1:50 PM
To: Gina Taruscio; Julia Parker; Drew Davis; Hailey Lewis; Bryce Blankenship; Sandra Kelly; Art Bettge; Bill Belknap; Cody Riddle
Subject: Discussion and Decisions East City Park Stage

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Respected City Council Representatives and Moscow Mayor,

Given the importance of East City Park to our community, the issue of replacing the current centrally located stage with one in a new location attached to the restroom and facing the playground in a sloping area is one that should be discussed openly and widely before a decision is made. In 2010 the choice of three structural stage appearances a,b, or c, was offered for public input, but the decision of a new location and different orientation for the stage was not offered for community input or discussion.

According to the minutes of the June 17, 2024 City Council Meeting it was accepted by consensus that **“there would be more community outreach, community input and financial comparison of locations”** before a decision was made. It was mentioned that outreach could include displays at events at the Park and Farmers Market and an Open House at City Hall with the question of where the stage should be located included in the discussion. We have waited six months and have asked Cody Riddle several times how this process would work, but no information has been forthcoming about open public discussion on this subject.

However, a private, closed, unpublicized meeting was held with nine or so individuals – one representative each from nine organizations that use the stage. It is essential to consult these stakeholders, but the users of the park, the attendees at the events, and the Moscow community are all also stakeholders and should be included in public, transparent, open discussions regarding the location of the stage.

The current central stage location of the East City Park Stage and its surrounding area provides an important gathering place that fosters and enhances community unity. It also needs to be recognized that moving the stage will involve a rearrangement of the Park's facilities, additional paving and other changes giving the Park a new look. The public deserves to be informed and have a say about how these changes will affect the appearance and use of our treasured East City Park and whether moving the stage is indeed a justified and worthwhile alternative.

Given that no public discussions have been held concerning the location and orientation of a new stage in East City Park, we respectfully request that the City follow through on its decision to seek public input and outreach regarding this decision that will affect the future of a vital community asset. The public should be consulted regarding this choice. Among other details regarding use and appearance, outreach should include both a visual description clearly showing how the Park would look with a new stage built with the current orientation and footprint, and another visual showing how the Park would look with the current stage removed and a new one attached to the restroom as per Design West plan.

Signed by:

Bill Voxman, former Moscow City Council member, who was the leader in getting volunteers to design the current stage and obtain materials for it, and also spearheaded the creation of Rendezvous in the Park at which, for 17 years, thousands gathered in the west side of the park for concerts and performances.

Mark Solomon, who obtained material for the stage and helped in its construction.

Joann Muneta, former member of the Moscow Arts Commission and Rendezvous board member who was active in the formation and growth of Rendezvous in the Park summer music festival.

Concerned citizens: Walter Hesford, Lynn Ate, Logan Morris, Alan Rose, Nicole Rose, Laura Putsche, Ken Faunce, Linda Pike, Mary Jo Hamilton, Joanne Reece, Holly McCollister, Kathy Dawes, Fran Rodriguez, Elizabeth Hillman, Dale Gentry, Monique Lillard.

Cody Riddle

From: Lillard, Monique (lillard@uidaho.edu) <lillard@uidaho.edu>
Sent: Friday, April 4, 2025 6:42 PM
To: Bryce Blankenship; Contact - jmuneta43@gmail.com; Cody Riddle
Cc: Voxman, William (wvoxman@uidaho.edu); Contact - lindaopike@gmail.com; Contact - supersandra23@gmail.com
Subject: RE: Dancers on stage. A club or a class

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Hi there, I don't have any photos to contribute. Thanks, tho, for asking and for your hard work.

From: Bryce Blankenship <bblankenship@ci.moscow.id.us>
Sent: Friday, April 4, 2025 4:23 PM
To: Contact - jmuneta43@gmail.com <jmuneta43@gmail.com>; Cody Riddle <criddle@ci.moscow.id.us>
Cc: Voxman, William (wvoxman@uidaho.edu) <wvoxman@uidaho.edu>; Contact - lindaopike@gmail.com <lindaopike@gmail.com>; Lillard, Monique (lillard@uidaho.edu) <lillard@uidaho.edu>; Contact - supersandra23@gmail.com <supersandra23@gmail.com>
Subject: Re: Dancers on stage. A club or a class

Thanks for including me on the email-- I appreciate it!

I haven't heard any updates on my (our end)-- correct me if I'm wrong, Sandra... but, as you know always happy to be in the convo.

Best,
Bryce B.

From: Joann Muneta <jmuneta43@gmail.com>
Sent: Thursday, April 3, 2025 1:09 PM
To: Cody Riddle <criddle@ci.moscow.id.us>
Cc: Bill Voxman <wvoxman@uidaho.edu>; Linda Pike <lindaopike@gmail.com>; Monique Lillard <lillard@uidaho.edu>; Bryce Blankenship <bblankenship@ci.moscow.id.us>; Sandra Kelly <supersandra23@gmail.com>
Subject: Re: Dancers on stage. A club or a class

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Greetings Cody,

Thank you for meeting with me to discuss the open meeting regarding the new stage.

I drove by on 3rd and it seems we were both talking about the same one handicap parking space... I was thinking of that one as "in the park," and I thought you said it was "on 3rd street."

REGARDING THE COMMUNITY INPUT MEETING:

So I just want to say that one of the pictures for the dots at the community open meeting was a little confusing because it looked as though we were given the choice of the pretty wooden stage, which yes, folks liked, I sure did. But that seems a bit misleading because you told me that only a part of the stage would have wood on it so it wouldn't really look like what is shown. Is there some way to help people understand what they are voting for? Do you understand why I find it confusing?

I also wonder about the purpose of the photo of Rendezvous in the Park in your display since that is in a different part of the Park and not at all relevant to the discussion of the new stage. Doesn't anyone have a picture showing the Peter Basao Stage during Renaissance Fair or some other of the many events that take place there? That would make much more sense in getting community input. Maybe one of my photos would work.

Please note that the issue of how much concrete paving is part of the plan is not covered in the presentation. In my photo #1 I was trying to show how much concrete is already there and the size of the current stage. I have asked previously for information as to how much more paving, besides the dance space, will be added and what will be done with the footprint of the current stage regarding replanting it in grass. Who can I ask about that? I know people feel strongly about this issue and it should be included regarding community information and input.

Thank you for considering these questions and issues.
Joann

On Thu, Apr 3, 2025 at 12:43 PM Cody Riddle <criddle@ci.moscow.id.us> wrote:

Hi Joann,

Thank you for sending the images. I'll be sure they're included in the feedback packet we ultimately provide Council.

Have a great day!

Cody

From: Joann Muneta <jmuneta43@gmail.com>

Sent: Thursday, April 3, 2025 11:46 AM

To: Cody Riddle <criddle@ci.moscow.id.us>

Subject: Dancers on stage. A club or a class

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Sent from my iPhone

Cody Riddle

From: Linda Pike <lindaopike@gmail.com>
Sent: Tuesday, June 10, 2025 2:50 PM
To: Joann Muneta
Cc: Gina Taruscio; Julia Parker; Drew Davis; Hailey Lewis; Bryce Blankenship; Sandra Kelly; Art Bettge; Cody Riddle; Bill Belknap
Subject: Re: East City Park

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Good questions. Hope you get some answers.

Wonder if they plan to remove any trees where the new stage will be. Would certainly hope not.

If old stage is removed, it will creat a hot spot with no shade. Many people go now and sit and play on the old stage and I have seen some charge their phones there. It Appeared to be people with back packs passing through who were resting there.

Hope for answers and input.

Linda Pike

On Tue, Jun 10, 2025 at 11:41 AM Joann Muneta <jmuneta43@gmail.com> wrote:

Question regarding community input on East City Park Stage

Greetings All,

I am writing on behalf of myself and a group of other concerned citizens to inquire about plans for the area now occupied by the original East City Park Stage when the stage is removed. This issue also relates to the amount of paved area projected in the central part of the park when the new stage is built.

I know the Community Development Department has been collecting input regarding the new stage, but no information regarding the large area where the current stage is located has been provided or included. **I have asked several times what was planned for the area now covered by the current Stage and the adjacent loading area. The answer I have received from Cody is "the ratio of paved surface to landscape will be worked out through the final design process."**

So regarding removing this large 40 year old structure several questions remain unanswered. Will there be a grassy, landscaped area, or more paving? Is this up to the design team? If so, when will community input and involvement in this important matter be obtained?

I attended the advertised Open House held on March 6 for community input on the East City Park Stage. It was advertised as having a presentation and an opportunity to ask questions and give input, but I experienced several displays and the only chance to give input was to fill out cards and put dots on pictures of possible stage designs.

I understand that three more opportunities for input were provided, one at City Hall during an Artwalk, and one each in the first week of May at RenFair and Farmers Market. I was out of town the beginning of May but as far as I know these three were not publicly advertised, and the people I know who were interested in giving input did not know of or see these displays even though some of them attended RenFair and Farmers Market.

I understand that it is not now possible to know the final ratio of pavement to grass, but I would like to know who is responsible for deciding the fate of the current stage footprint and area? Is that up to Design West? If so, since there was nothing about this matter available at the Open House, my concern is that something will be presented to City Council, no audience input will be permitted, and as at the past few meetings on this matter, the Council and Mayor will make a decision respect to the whole plan without regard to community input about various important included details.

The City has said that one of the chief reasons for moving the stage is to preserve the three large trees in the area in front of the current stage. I am sure you understand that the grass and landscaping in the park are also of importance in maintaining the park's character as our beautiful verdant oasis and we trust this will be taken into account when decisions are made.

Thank you for listening to and responding to this issue.

Respectfully,

Joann Muneta



Cody Riddle

From: Joann Muneta <jmuneta43@gmail.com>
Sent: Sunday, July 20, 2025 6:32 PM
To: Gina Taruscio; Julia Parker; Drew Davis; Hailey Lewis; Bryce Blankenship; Sandra Kelly; Art Bettge; Bill Belknap; Cody Riddle
Cc: Pat Fuerst
Subject: Fwd: East City Park Stage Plan

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Greetings, (Cody Riddle, Mayor, City Council, City Administrator)

On July 2, we (Joann Muneta and Pat Fuerst) met with Cody Riddle to discuss the plans for the new stage with concern about the amount of grass vs. pavement that is planned. He told us that the amount of additional paving will be equal to the amount of increased grass area. While that is reassuring, the question remains as to where the paving will be added.

In looking at the plans it was noted that the NW paved path is planned to go through the area directly in front of the stage. This would be an unfortunate change from the grassy area that has been and still is so popular and valuable for the audiences and many users of the current stage and would be intrusive to those watching the stage from the front.

We request instead that city planners and architects consider a fairly modest change in the plan for the grounds around the new stage at East City Park. The point is to keep the area in front of the stage in lawn, without pathways going through it. This is the same as the current stage which has lawn in the area in front of the stage.

We are attaching three of the figures that Cody provided us (we include these because we did not mark on them, and you can see clearly what he said was planned and then you can see our changes in the next set of figures):

Cody's Fig 1. A sketch on a Google Earth map of the park, on which Cody drew outlines of pathways and lawn area.

Cody's Fig 2. Design West north facing view, with Cody's edits in red pen.

Cody's Fig 3. Design West south facing view, with Cody's edits in red pen.

We include the same three figures with our markup, to clarify the points we are making:

Figure 1. Cody's Fig 1 with our "Green Zone" added in green highlighter, pathways in pink highlighter, and dance floor in blue highlighter.

Figure 2. Cody's Fig 2 with same markup.

Figure 3. Cody's Fig 3 with same markup.

Defining our terms and markup on Figures:

“Green Zone”: drawn with **green highlighter in Figures 1, 2, and 3**. Semi-circular area beyond the dance floor in front of stage, that we believe should be lawn and should have no pathways through it. The current stage has lawn in front of stage with no pathways through it.

“Dance floor”: this refers to the semi-circular area marked by architect with checkerboard in front of the stage in Figures 2 and 3. It is drawn in **blue highlighter in Figures 1, 2, and 3**. We don’t know exactly what sort of surface is planned, maybe pavers. We know that many are requesting a grass or soft surface instead of concrete for the dance floor, but in this request, we are not proposing any changes to this.

“Apron”: perimeter immediately surrounding new stage that appears to be either concrete or pavers as drawn by architect Figures 2 and 3. We are not proposing any changes to this.

“Pathways”: drawn with **pink highlighter in Figures 1, 2, and 3**. Three pathways that originate in three corners (NW, SW, NE) of the park, routed to the middle of the park. We are proposing that the pathway from the NW should be routed around the “Green Zone”.

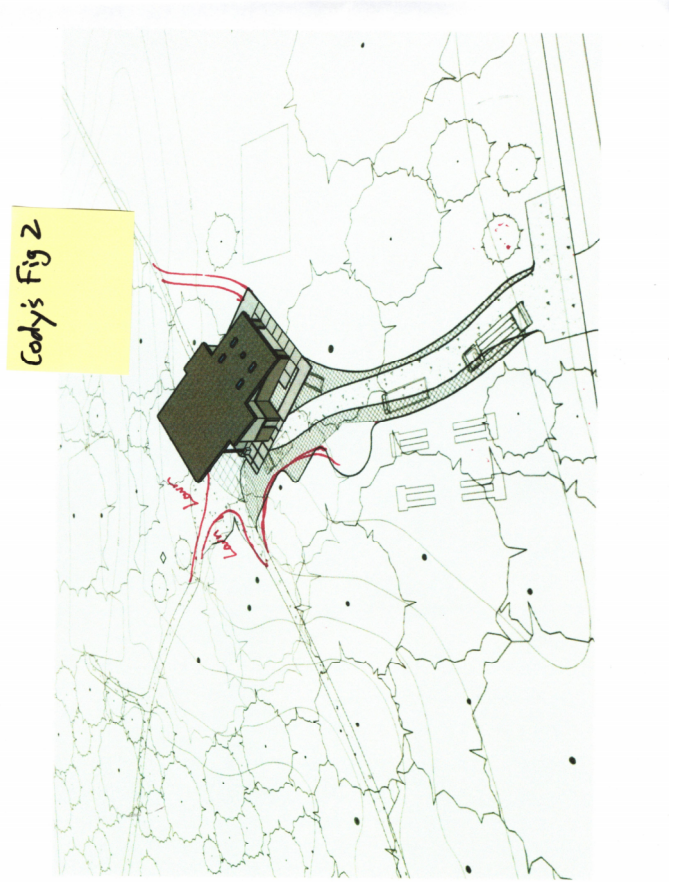
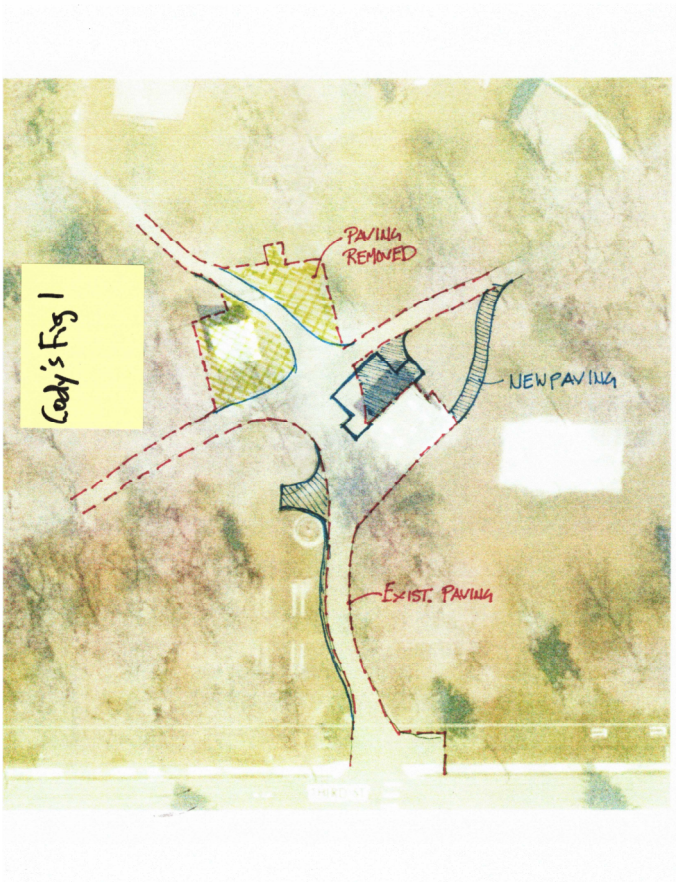
Summary of suggestions:

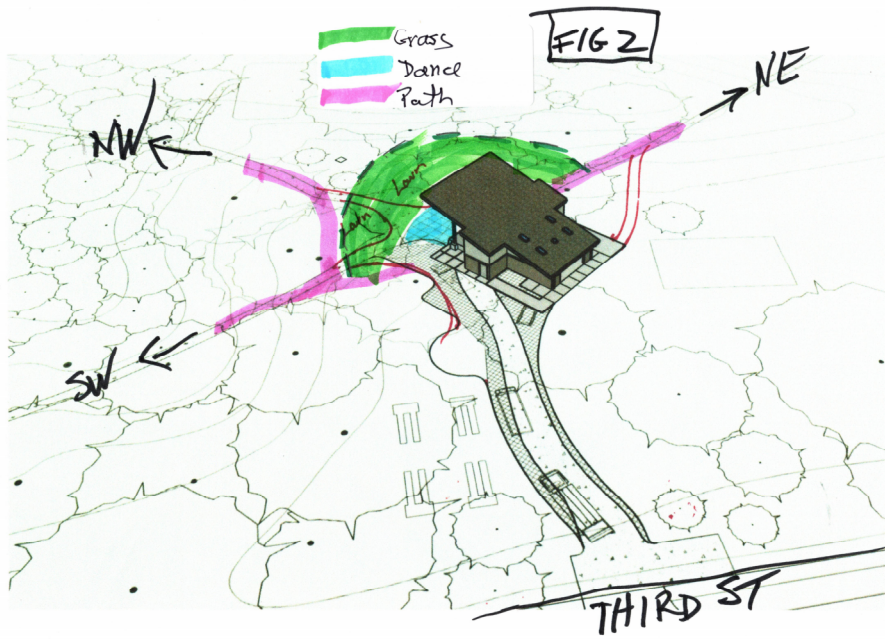
1. **Green Zone: There should be a semi-circular boundary (beyond the perimeter of dance floor) that that is lawn and has no pathways through it.**
2. **Pathways should connect to the stage area from the side, at the apron that goes around the stage.**
3. **The pathway that is drawn going to the stage up the middle (from the NW corner of park) should be routed around the “Green Zone”, perhaps to join the path coming from the SW corner.**

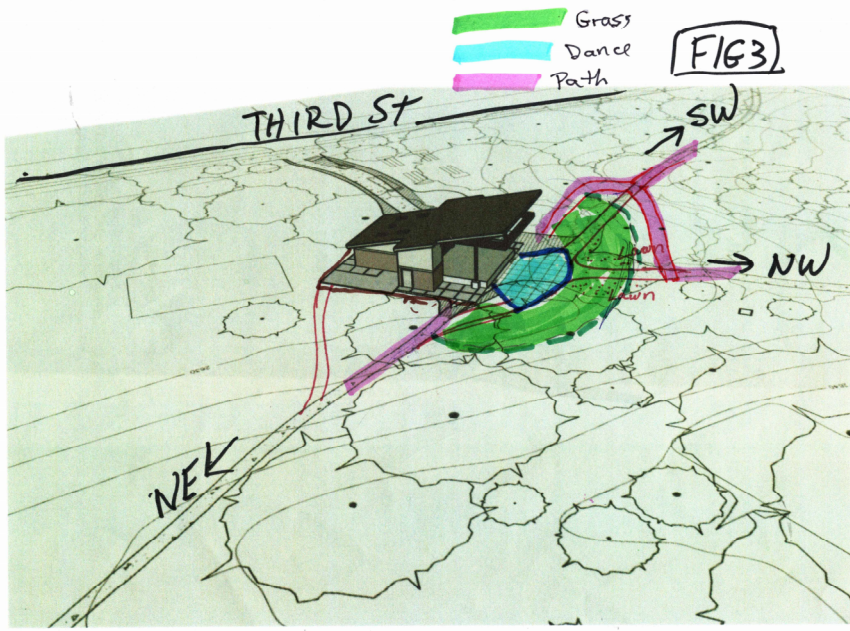
Thank you for considering this proposal. We look forward to hearing whether it can be adopted.

Respectfully,

Joann Muneta and Pat Fuerst







Cody Riddle

From: Randall Teal <rft42@yahoo.com>
Sent: Thursday, March 27, 2025 3:33 PM
To: Cody Riddle
Subject: East city park stage design

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Cody,
We've met....you may remember we had coffee one time with Drew Davis at One World Cafe several yers ago.

I just wanted to give a little bit of feedback on the stage design for East City Park. I'll be perfectly honest: I'm concerned about the lack of design that you all are getting. Overall, there is no identity or cohesion, it's merely a roof with some additional unincorporated outbuildings all pushed together against the existing bathrooms. As a citizen who uses this park, I would love a new beautiful stage in the park. What has been displayed is, most assuredly, not beautiful.

I hope these thoughts are useful; I would appreciate it if you would keep my comments, anonymous.
Thanks,
Randy

teal studio LLC

916 s. jefferson st.

moscow, id 83843

t: 208.301.7675

www.tealstudio.com

Cody Riddle

From: noreply@civicplus.com
Sent: Tuesday, March 25, 2025 1:18 PM
To: Cody Riddle
Subject: Online Form Submittal: Cody Riddle

Follow Up Flag: Follow up
Flag Status: Flagged

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Cody Riddle

Full Name	LaRae Tomera
Email Address	laraearch@gmail.com
Phone Number	<i>Field not completed.</i>
Message	Hello Cody, I am writing in opposition to the East City Park Pavilion Replacement by Design West. Based on the drawings and renderings, it doesn't seem appropriate for the historic context and doesn't possess a landmark quality. Furthermore, the storage rooms on either side of the stage jut out inelegantly and seem like an afterthought in both function and aesthetic. I am biased, having worked on local architectural projects, but I believe that Idaho Design Build at the University of Idaho would be much better suited to design and construct this pavilion. Thank you, LaRae Tomera

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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 18, 2025



AGENDA ITEM TITLE

Street Banner Policy Update (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Tyler Palmer, Deputy City Supervisor

ADDITIONAL PRESENTER(S)

Bill Belknap, City Administrator

DESCRIPTION

The City of Moscow has long maintained a program for the placement of banners in the downtown area for the display of government banners as well as public notification of special events. The program, administered by the Streets Department, has been updated several times over many years, with a formalized policy adopted by the City Council in 2013. Since the adoption of the 2013 policy, the location and use of light pole banners within the City has changed such that it requires an update. The revised policy provides the policy purpose, permitted uses, banner standards, application process and fees, and prioritization criteria to address when multiple requests are received for the same period of time. The policy establishes that the use of light pole banners and over-the-street banners are restricted for governmental use and is not intended to establish or be utilized as a public forum. This item was reviewed by the Council during the August 4, 2025 Council meeting and at which time the Council requested amendments to the draft policy. This is back for the Council's review and further consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the updated Street Banner Policy and associated Resolution, or take other action deemed appropriate.

STAFF RECOMMENDATION

Approve the updated Street Banner Policy and associated Resolution

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2025- Banner Policy _Final with attachment
2. Banner Policy 2025 _Revised 8.6.25 _Draft

RESOLUTION 2025-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE REPEAL OF THE CITY OF MOSCOW DOWNTOWN BANNER POLICY AND PROCEDURES ADOPTED ON DECEMBER 16, 2013, AND FOR SAID POLICY AND PROCEDURES TO BE REPLACED WITH THIS RESOLUTION ADOPTING AN UPDATED POLICY FOR THE CITY OF MOSCOW REGARDING LIGHT POLE BANNERS AND OVER THE STREET BANNERS; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, on December 16, 2013, the City approved the City of Moscow Downtown Banner Policy and Procedures (2013 Policy and Procedures) to guide the use and installation of banners within downtown Moscow; and

WHEREAS, since the adoption of the 2013 Policy and Procedures, the location and use of light pole banners within the City has changed; and

WHEREAS, the City finds that it is appropriate to update the prior 2013 Policy and Procedures to reflect current uses;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That the 2013 City of Moscow Downtown Banner Policy and Procedures be repealed in its entirety and replaced with this Resolution, hereby approving and adopting a revised Street Banner Policy, attached hereto as Exhibit "A" and incorporated herein by this reference.
2. That any City of Moscow Resolution inconsistent with the Street Banner Policy adopted herein shall be and are hereby superseded by the policy attached.
3. That the provisions of this Resolution and the attached shall be deemed severable and the invalidity of any provisions of this Resolution or the attached Exhibit "A" shall not affect the validity of the remaining provisions.
4. That this Resolution shall become effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____

Drew Davis _____
Julia Parker _____
Sandra Kelly _____
Bryce Blankenship _____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2025.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, Idaho held on _____, 2025 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Exhibit “A”



City of Moscow

Street Banner Policy

Adopted _____, 2025, through Resolution 2025-

I. Policy Purpose

The City of Moscow maintains banners on selected light poles in the City, in addition to a single, over-the-street banner on Main Street, for sole governmental purposes, as shown on the City of Moscow Banner Location Map, included as Attachment “A”, incorporated herein by this reference. The governmental purposes include community beautification, promotion of City and other governmental entities through the display of governmental entity logos, and the promotion of City events and programs. The use of light pole banners and over-the-street banners is restricted for governmental use and is not intended to establish or be utilized as a public forum.

This policy is intended to establish the allowed uses of light pole and over-the-street banners within the City of Moscow.

II. Light Pole Banners

- A. Permitted Use. Light pole banners shall be reserved solely for governmental use for the purpose of community beautification, display of governmental entity logos, and the promotion of City and governmental events or programs.
- B. Banner Standards. The City reserves the right to review and approve all banners requested to be displayed on behalf of other governmental entities. Governmental entity banners shall be limited to logos, entity names, entity slogans (e.g. “Heart of the Arts”), and/or complimentary visual backgrounds and graphic designs.

- C. Entities are encouraged to promote their identity using logos and graphic design to minimize visual clutter and are not permitted to include commercial marketing or advertising.
- D. Reservation of Event Banner Locations. The City shall identify, and reserve select light pole banner locations for the purpose of promoting City and governmental events or programs. During the time in which the Event Banner Locations are not utilized for promoting City and governmental events and programs, the City may install City or other governmental entity banners in such locations at the sole discretion of the City consistent with this policy.
- E. Agreements with Governmental Entities. The City may enter into agreements with other governmental entities to reserve certain light pole locations for that entity's sole use. Such agreements shall require compliance with this policy, the banner standards and payment of an annual fee for the installation and maintenance of the light pole banners.

III. Over-the-Street Banner

- A. Permitted Uses. The over-the-street banner is reserved for governmental use for the purpose of advertising and promoting City and other governmental entity's local community events. It is not intended to serve as a designated public forum or for general commercial or non-commercial advertising of any kind.
- B. Application Process and Fees. Applications for an over-the-street banner shall be submitted to the Streets Department (650 N. Van Buren Street) on the form provided by the City. Applications shall be submitted no less than thirty (30) days before the requested banner installation date. If the application is approved, the applicant shall be required to pay the banner installation fee as established by resolution. Applications will be accepted each year starting on the following dates:
 - 1. First City business day in January for banner installations from July through December of that year.
 - 2. First City business day in July for banner installations from January through June of the following year.
- C. Approval. The Public Works Director, or their designee, will review and approve applications based on City priorities and banner availability. Approval is not guaranteed and depends on Street Department resources.
- D. Prioritization Criteria. Where the City receives multiple requests for the over-the-street banner for the same period, the City shall prioritize the approval based on the following order of prioritization:

1. City events
2. Other governmental entity events
3. Display Period. Over-the-street banners shall be displayed for no more than fourteen (14) days and shall not be displayed more than once every six (6) months. Display duration is subject to change at the City's discretion.

E. Banner Standards.

1. All banners must be constructed in accordance with the Banners Standards as shown on Attachment "B", attached hereto and incorporated herein by this reference.
2. Banner text must be specified on the application form and should include the event, date, organization, and logo.
3. Damaged banners will be removed. Fees shall apply for replacement.

F. Event Reservations. The City reserves the right to reserve use of the over-the-street banner during certain community events including, but not limited to:

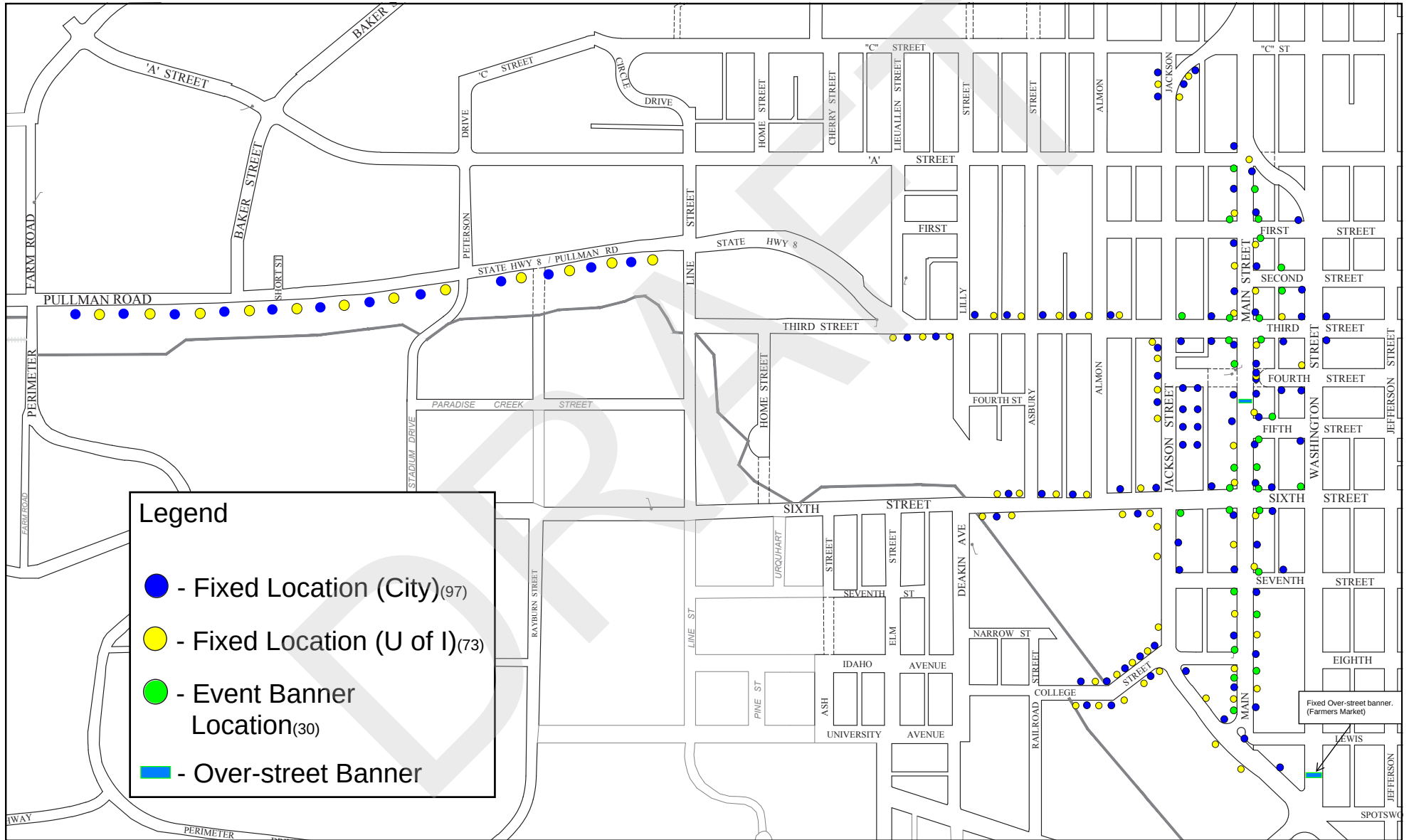
1. University of Idaho Homecoming
3. University of Idaho Spring and Fall Commencement
3. Lionel Hampton Jazz Festival
4. University of Idaho Parent and Family Weekends

IV. Compliance with Laws

Should any law or regulation be enacted that requires deviations to this Policy, City staff shall comply with the existing law and regulation and shall present to Council as soon as practicable amendments to this Policy to remain consistent with any applicable laws and regulations that may be enacted after the adoption of this Policy.

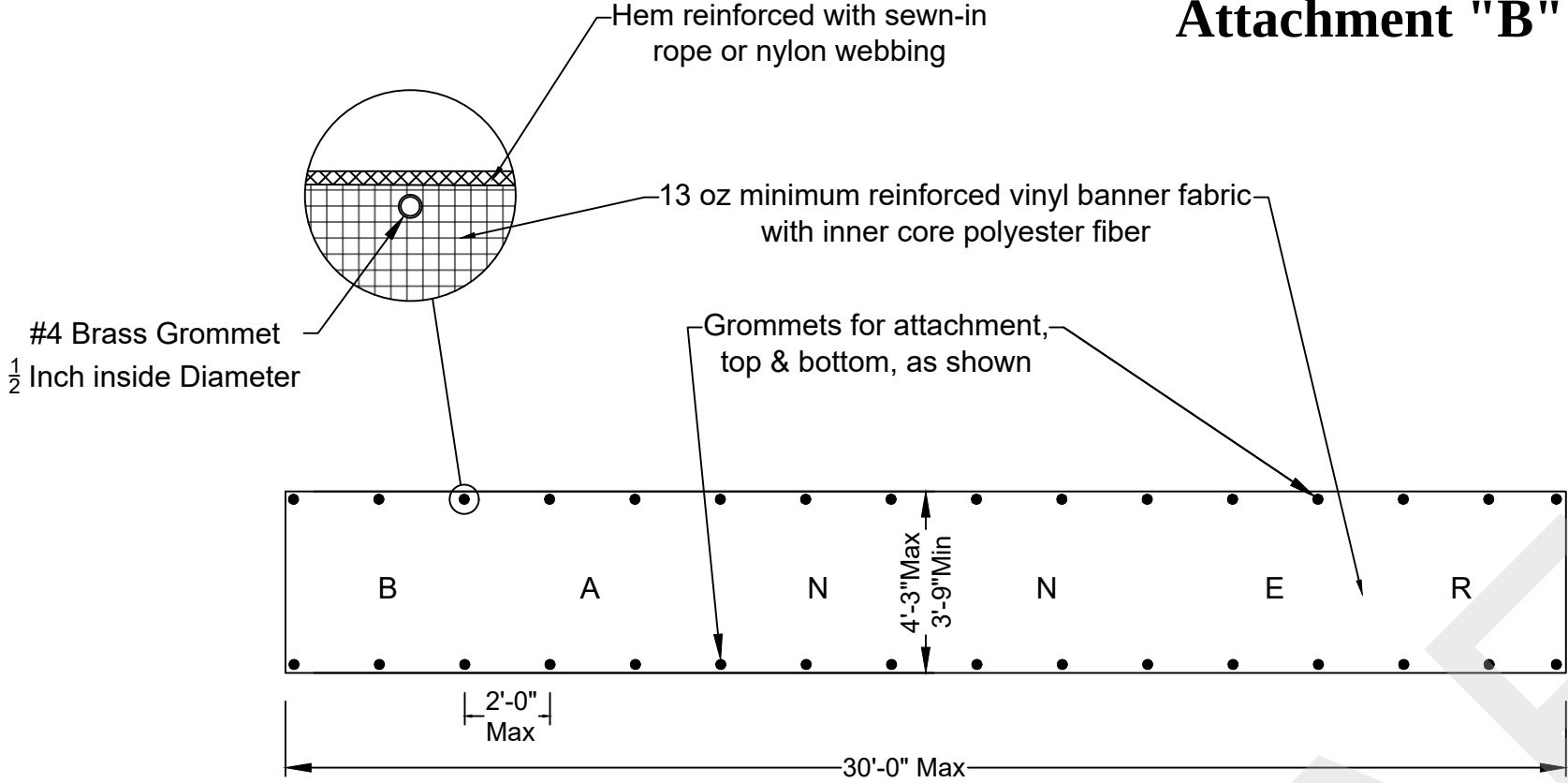
Attachment "A"

City of Moscow Banner Location Map

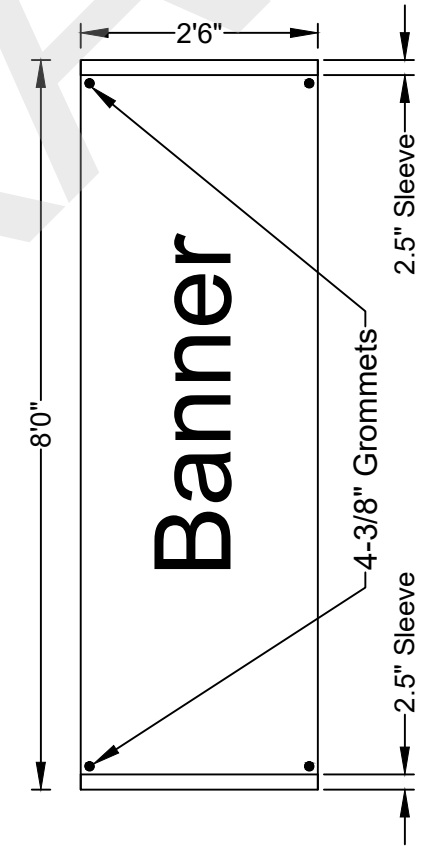


Updated 5-22-2025

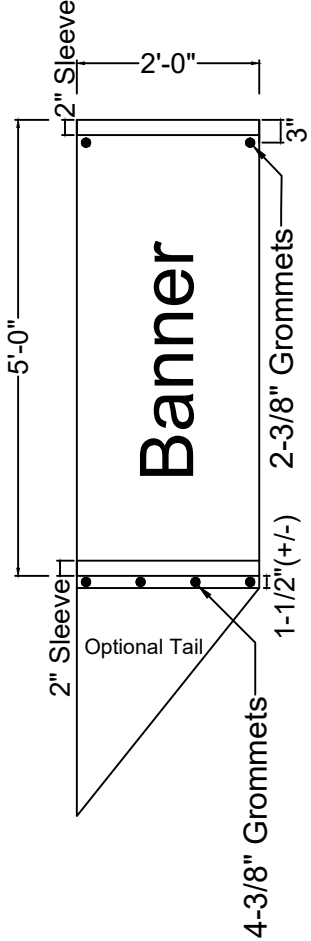
Attachment "B"



Over-Street Banner



Large Pole Banner



Small Pole Banner

- Notes:
1. Banner must be approved for 'over-traffic' use
 2. Any deviation from this standard must be approved by the Streets Manager

REVISIONS	
DATE	DESCRIPTION
X-X-XXXX	None

PROFESSIONAL ENGINEER
LICENSED
14816
STATE OF IDAHO
BRIAN SCOTT

DRAFTED BY: M. Lenzi	CHECKED BY: S. Bontrager	DRAWING SCALE: NTS	DATE: 12-17-2024
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Banner

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:
00a

Exhibit “A”



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Adopted _____, 2025, through Resolution 2025-

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- C. Entities are encouraged to promote their identity using logos and graphic design to minimize visual clutter and are not permitted to include commercial marketing or advertising.
- D. Reservation of Event Banner Locations. The City shall identify, and reserve select light pole banner locations for the purpose of promoting ~~City-sponsored~~ City and governmental events or programs. During the time in which the Event Banner Locations are not utilized for promoting City and governmental events and programs-sponsored events, the City may install City or other governmental entity banners in such locations at the sole discretion of the City consistent with this policy.
- E. Agreements with Governmental Entities. The City may enter into agreements with other governmental entities to reserve certain light pole locations for that entity's sole use. Such agreements shall require compliance with this policy, the banner standards and payment of an annual fee for the installation and maintenance of the light pole banners.
- ~~F. City Sponsored Events and/or Programs. The City Council shall be the body that determines what events the City sponsors for the purposes of this Policy. Unless waived by the City Council, the entity responsible for the City-sponsored event shall be required to pay the fee, as established by resolution, for the installation and removal of the event light pole banners.~~

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 - 2. ~~City-sponsored events~~
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