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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Tuesday, January 21, 2025 – 7:00 PM**

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**A. CALL TO ORDER**

**B. CITIZEN COMMENTS**

**C. CORRESPONDENCE AND MAYOR'S REPORT**

**D. CONSENT AGENDA**

1. Approval of Minutes from January 6, 2025 and January 16, 2025
2. Approval of 2025 Claims and January 7, 2025 Payroll

**E. NEW BUSINESS**

1. New Hope Project – Lee Smith & Elysia Nelson
2. Omak Stampede, Inc. – Leon Hoover
3. Res. 05-2025 – Approve Interlocal Agreement with Okanogan County
4. Res. 06-2025 – Approve the 2025 City of Omak Fee Schedule
5. Res. 07-2025 – Approve the Purchase of a Street Sweeper
6. Res. 08-2025 – Authorize Grant Application for Federal Assistance – Omak Airport
7. Res. 09-2025 – Approve Interagency Data Sharing Agreement
8. Res. 10-2025 – Approve 2025 Fee Schedule to Include Park & Room Use

**F. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports

**Action by City Council**

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Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at [omakcity.com](http://omakcity.com). If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

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City of Omak

Data:

The US Census Bureau median income: \$30,468 (2023)

Employment Security Department 39,314 (2020) (At times it refers to USCB stats)

Data USA \$40,174 Men \$37,589 Women

Population: 5,004 USCB

Poverty 22% USCB

Average house price on Data USA: \$203,800

Average Rental Zillow and AI One bedroom One Bath: \$1051.00

Washington Trust Bank Mortgage Calculator was used to figure payment on just the house.

HUD: Homeless people in our county are around 3,500-5,500

The information that was researched shows that one can gather that the average household income is around \$40,000 or less and 30% is the maximum amount to be paid for in housing is \$900.00 a month. The average house sales price is \$203,800. The payments would not include taxes and insurance: \$1,425.00 a month, which is well over the 30% allotted to even secure a loan for the average house sale. The average rent costs: \$1,051.00 1bed 1 bath. Still over 30% allotted and with no dependents.

Point:

There is a need for transitional housing due to just the average status on income and the estimated number of homeless people already in the area. This number could possibly increase as time goes by unless the price of housing goes down or the average yearly income goes up. This can possibly be reflected all over the US so not just limited to us. Therefore, a solution to potential issues that may arise are necessary to not only to help people in the city but to also help ones who will need it the most.

Omak New Hope Project is a Non-Profit Organization that is looking at buying a church in the Omak area that has already been passed and approved via permit to run and operate in the city limits at that location. Our request to you is to help us obtain the Community Development Block Grant for acquisition of the property. This would help women and children have a stable place to reside until they can get back into a rental or possibly purchasing their own home.

The Community Development Block Grant is Funded by WA State Department of Commerce. I Elysia Nelson am willing to put in time to help fill out the grant application and can also assist in submitting reports to the WA State Department of Commerce as they are needed. The requested amount would be \$300,000.00 for the purchase of the property.

# MEMORANDUM

To: Cindy Gagné, Mayor  
Omak City Council

From: Tyler Wells  
Building Official / Permit Administrator

Date: January 21, 2025

Subject: **Resolution 05-2025 APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN OKANOGAN COUNTY AND THE CITY OF OMAK FOR  
BUILDING INSPECTION & PLAN REVIEW SERVICES**

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The Attached Resolution No. 05-2025, approving an Interlocal Agreement between Okanogan County and the City of Omak for building inspection & plan review services, is forwarded for your consideration.

This agreement is to cover for out of town training, sick time, vacation, and unforeseen circumstances. Okanogan County has the staffing and expertise to provide the City with plan review and building inspection services.

The County has drafted an agreement which is used by several municipalities throughout the County. This agreement has been reviewed and approved by Mick Howe, City Attorney.

I support this resolution and recommend approval.

**RESOLUTION NO. 05-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND OKANOGAN COUNTY FOR BUILDING INSPECTION SERVICES**

**WHEREAS**, the Revised Code of Washington, RCW 39.34, authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

**WHEREAS** the City of Omak could have the need for building inspection and permit administration services during a period of absence of the city building official; and

**WHEREAS**, Okanogan County has the staffing and expertise to provide the “as needed” building inspection and permit administration services to Omak; and

**WHEREAS**, an Interlocal Agreement has been prepared that adequately defines the scope and compensation for these services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and Okanogan County, a copy of which is attached hereto as “Exhibit A”, for Building Inspection & Plan Review Services, is approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney



## **INTERLOCAL AGREEMENT BETWEEN OKANOGAN COUNTY AND THE CITY OF OMAK FOR BUILDING INSPECTION SERVICES**

This Interlocal Agreement for building inspection and plan review services (“Agreement”) is entered into by and between Okanogan County, Washington (County) and the City of Omak, Washington (City) sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Building Inspection Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: The City has the power, authority, and responsibility to provide Building Inspection Services for its citizens and is desirous of obtaining Building Inspection Services from the County to fulfill its obligation to its citizens; and

WHEREAS: The County has established and maintains qualified Building Inspection Services employees; and

WHEREAS: The Building Inspectors for the County are available to provide Building Inspection Services to the City;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

### **AGREEMENT**

1. **Building Inspection Services.** This Agreement contains provision related to the County providing Building Inspection and Plan Review Services to the City. Upon advance oral or written notice by the City, the County shall provide Building Inspection Services for the City. The hours of service shall be the normal business hours of the Okanogan County Building department (8:00 a.m. to 5:00 p.m.).

2. **Building Inspection Services Definition.** For purposes of this Agreement, “Building Inspection Services” shall include initial plan review, site inspections, pre-application consultations, permit issuance, coordination with City departments, code review assistance and other duties required by a municipal building inspector under the State Building Code (Chapter 19.27 RCW), unless otherwise specifically excluded in this Agreement.

3. **Code Enforcement.** This Agreement does not provide for any code enforcement services, civil or criminal.

4. Duration: This Agreement shall take effect upon approval by both parties and recording with the Okanogan County Auditor or posting on both party's websites, and shall continue and be in full force and effect until December 31, 2025, unless terminated sooner pursuant to paragraph 5.

5. Termination:

5.1 Termination by Notice. Either Party may terminate this Agreement by providing 30 days advance written notice to the other Party of the effective date of such termination.

5.2 Termination by Mutual Written Agreement: This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.

5.3 Termination for Breach: Either Party may terminate this Agreement for material breach of the terms of this Agreement upon 20 days prior written notice to the other party. Such notice shall specify in detail the breach or default claim.

5.4 Termination by City upon hiring City Building Inspector. The City may terminate this Agreement immediately upon written notice to the County that the City has hired a full-time building inspector for the City.

6. Administration, No separate Entity Created. The City Administrator of the City, and the Building Official of the County shall be responsible for the administration and management of the Building Inspection Services to be provided as described in this Agreement. No separate legal entity is created hereby.

7. Consideration. Consideration for Building Inspection Services shall be based upon the hourly compensation rate established by the County for the Building Inspection Services in effect at the time the services are provided. This hourly rate shall be \$150.00 per hour with a one hour minimum charge for each inspection and plan review. The County shall be compensated for round trip for driving time between the County offices and the City at a flat rate equal to one-half of the hourly rate in effect at the time the Building Inspection Services are provided. The Building Inspection Services shall be provided "as needed" and "as requested" by the City with a 48 hour advance notification. The County shall invoice the City monthly for the Building Inspection Services used by the City in the prior month. The City shall pay invoices submitted within 30 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by the City.

8. Benefits and other expenses. Attendance by the County Building Inspector at Town meetings that does not fall within the definition of "Building Inspection Services" in paragraph 2 above, but which the County Building Inspector may attend at his or her discretion, shall be compensated by the City at \$150 per hour, plus round trip travel expenses at \$75 per hour. The County shall not be paid any other compensation or benefits or be reimbursed for any expenses not specifically set forth in this Agreement.

9. Disputes. During the term of this Agreement, concerns of either party shall be communicated to the administrators of this Agreement. Prior to either Party commencing legal action relating to the enforcement or interpretation of this Agreement, the administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.

10. Indemnification. The County shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the County, in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

The City shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City, in performance of this Agreement, except for injuries and damages caused by the negligence of the County.

11. Insurance. The County shall secure and maintain in force public liability or errors and omissions insurance for Building Inspection Services and motor vehicle insurance with minimum coverages of \$1,000,000.00 per occurrence for personal injury, property damage, and public official's errors and omissions. The County insurance policies shall include a provision prohibiting cancelation of the insurance except upon 30 days prior written notice to the City. The County shall name the City as an additional insured for purposes of this Agreement. Certificates of coverage as required herein shall be delivered by the County to the City within 30 days of the date this Agreement is effective.

Membership and/or participation in a legally recognized government entity insurance pool with limits of liability equal to or greater than the coverage limits set forth above herein shall be an acceptable method of complying with this provision of this Agreement and the additional insured requirement is waived.

12. Records and Forms. The County shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. The City shall have full access to and the right to examine any of said materials. All records, books, documents and other material maintained, prepared or issued in the implementation of this Agreement shall be the property of the City which shall have the responsibility for the retention and release of the same.

13. Return of Documents. The County agrees that upon termination of this Agreement for any reason, it will return to the City all documents, files and records of any nature

whatsoever obtained by or for the City and used in connection with work performed for the City pursuant to this Agreement.

14. Employees, and Employment Relationship. The Building Inspector shall follow the reasonable instructions of the City Mayor, or his or her designee, provided such instructions are in the furtherance of the deliverance of building inspection services by the County to the City pursuant to the terms of this Agreement.

No employment relationship is created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between the City and any employee, agent, representative or contractor of the County, or between the County and any employee, agent, representative or contractor of the City. Without limiting the foregoing, the Building Inspector shall at all times relevant to this Agreement be and remain an employee of the County, and the County shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Inspector except as expressly set forth in this Agreement.

In the event that this section is deemed invalid, or an employment relationship has been created, both parties agree to defend and indemnify the other consistent with section 10 above and both parties agree to waive any immunity available under RCW Title 51.

15. Notice. All Notices which may be required under this Agreement shall be given as follows:

a. Notice to the County:

Okanogan County  
Attention: Building Official  
123 North 5<sup>th</sup> Ave, Room # 115  
Okanogan, WA 98840

b. Notice to the City:

City of Omak  
Attention: City Administrator  
PO Box 72  
Omak, WA 98841

16. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.

17. Governing Law. This Agreement shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan, Washington.



18. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Building Inspection Services, and supersedes all oral or written agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.

19. Modification. This Agreement is intended to express the entire Agreement of the Parties, and may not be modified unless such modification is in writing, and signed by both Parties.

20. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

Dated at Okanogan, Washington this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON

\_\_\_\_\_  
Jon Neal, Chairman

\_\_\_\_\_  
Andy Hover, Vice Chair

\_\_\_\_\_  
Chris Branch, Member

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Esther Milner, Chief Civil Deputy

\_\_\_\_\_  
Laleña Johns, Clerk of the Board

Dated at Okanogan, Washington this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
Cindy Gagne, Mayor

Attest:

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Connie Thomas, Clerk/Treasurer

Approved as to Form:

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City Attorney

# MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** Todd McDaniel, City Administrator

**Date:** January 21, 2025

**Subject:** Resolution 06-2025 – Approving City of Omak Fee Schedule for 2025

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The attached Resolution No. 06-2025, Setting Various Fees or Charges for Services for Fiscal Year 2025, is forwarded to you for your consideration.

This resolution repeals the 2024 City of Omak Fee Schedule and sets our service fees for the 2025 fiscal year.

Changes to the 2025 Fee Schedule appear in red and are attached to the Resolution.

Increases to utilities are as follows: Water 7%; Sewer 2%, Storm 3% and Solid Waste 0%. The increases result in less than a 3% increase to the total utility bill for a single-family resident.

Although there was no rate increase intended for Solid Waste, there are some slight changes to normalize our rates with our contract provider. The Solid Waste rates are based on 115% of the contracted service pricing. This will have de minimis effect on service costs. A rate for large volume cardboard recycling has also been added.

The 10% Business and Operating taxes, which each city utility is subject to, have been collected separately in the billing process. Moving forward, this operating cost for the utility is captured in the rates included in the 2025 fee schedule. This change will not affect the total costs for the customers.

There has been no difference in costs for water services whether the connection is for commercial or residential use. The categories for these rates have been combined.

I support this Resolution and urge its adoption.

**RESOLUTION NO. 06-2025**

**A RESOLUTION FOR THE CITY OF OMAK SETTING VARIOUS FEES  
OR CHARGES FOR SERVICES FOR FISCAL YEAR 2025**

**WHEREAS**, the City Council of the City of Omak sets the fees for permits and/or services; and,

**WHEREAS**, the City Council annually reviews all fees and charges for services during the annual budget process and have reviewed the fees for fiscal year 2025.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, do hereby adopt the **City of Omak Fee Schedule** for fees and/or permits, sewer, storm drain, water, and solid waste fees; attached to this Resolution as Exhibit "A":

**Section 1.** The City water rates, as attached to this Resolution, are effective March 16, 2025. The current water rates will remain in effect until March 15, 2025.

**Section 2.** The City solid waste rates, as attached to this Resolution, will be effective March 16, 2025. The current solid waste rates will remain in effect until March 15, 2025.

**Section 3.** The City sewer rates, as attached to this Resolution, are effective March 16, 2025. The current sewer rates will remain in effect until March 15, 2025.

**Section 4.** The City storm drain rates, as attached to this Resolution, are effective March 16, 2025. The current storm drain rates will remain in effect until March 15, 2025.

**Section 5.** All other rates, as attached to this Resolution, are effective January 1, 2025.

**Section 6.** The **City of Omak Fee Schedule for fiscal year 2025** is attached hereto as Exhibit "A".

**Section 7.** Resolution No. 01-2024 is hereby repealed as of January 1, 2025.

**PASSED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>ADULT ENTERTAINMENT BUSINESS LICENSES</b>				
<b>a) Adult Entertainment Business License Fees</b>				
1) Application Fee	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2) Adult Cabaret   Annual License	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
3) All other   Annual License	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>AIRPORT FEES</b>				
<b>a) Airport Tie Down Fees</b>				
1) Non- Commercial   Light Single and Twin Based Aircraft   *Monthly	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
2) Commercial   *Weekly	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
3) Non-Uniform Space   *Weekly (Per SQ Feet)	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01
<i>*Landing fees are included in the tie down rates*</i>				
<b>b) Hanger Lease Rate (\$.10 per SQ Ft. Per Year Minimum of \$20.00 Per Month)</b>				
1) Hanger Lease	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
<b>c) Fuel</b>				
1) 100LL   *Whole sale price including taxes plus \$.50 Per Gallon	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
2) Jet A   *Whole sale price including taxes plus \$1.00 Per Gallon	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
3) Fuel Flowage Fee   *\$.10 charge Per Gallon	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>d) Commercial Scheduled Carriers Landing Fee   *Monthly</b>				
1) Commercial Landing Fee	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>e) After Hours Call Out to Fuel   \$60/Hour - Minimum of 2 hours</b>				
	\$ -	\$ -	\$ 120.00	\$ 120.00
<b>ANIMAL ABUSE FEES</b>				
<b>a) Inflicts unnecessary suffering or pain upon an animal</b>				
	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>b) Fails to provide the animal with necessary food, water, shelter, rest, sanitation, ventilation, space or medical attention and the animal suffers unnecessary or unjustifiable physical pain as a result of the failure.</b>				
	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>c) Abandons the animal</b>				
	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>ANIMAL FEES</b>				
<b>a) Impound Fees</b>				
	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>b) Boarding Fee Per Day</b>				
	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>c) Redemption Fee for Animals Other than Dogs   *Actual cost of Impound + \$60.00 per day</b>				
	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
<b>d) Animal Licenses - Neutered   Spayed</b>				
	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>e) Animal Licenses - Unneutered   Unspayed</b>				
	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
<b>f) Animal Licenses - Neutered   Spayed   Owner 60 year of age or older</b>				
	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>g) Dangerous Dog License</b>				
	\$ -	\$ 300.00	\$ 300.00	\$ 300.00
<b>h) "Animal Fancier Permit"   Non-Refundable Application Fee</b>				
	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>i) "Animal Fancier Permit"   Issuance Fee</b>				
	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>j) Late Animal License Fee   Purchased after January 31st</b>				
	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>k) Replacement License</b>				
	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>ANIMAL VIOLATIONS</b>				
<b>a) Failure to license animal   1st Offense</b>				
	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>b) Failure to license animal   2nd Offense</b>				
	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>c) Failure to license animal   All Subsequent Violations</b>				
	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>d) Misuse of License Tag</b>				
	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>e) Animal at Large   1st Offense</b>				
	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>f) Animal at Large   2nd Offense</b>				
	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>g) Animal at Large   All subsequent Violations</b>				
	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>h) Dog Chasing</b>				
	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>i) Dog Chasing Vehicles</b>				
	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>j) Animal Destroying Private Property</b>				
	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>k) Animal Scattering Refuse</b>				
	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>l) Animal Depositing Fecal Matter</b>				
	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>m) Dog Biting   1st Offense</b>				
	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>n) Dog Biting   All Subsequent Violations</b>				
	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>o) More than two dogs at residence w/out "Animal Fancier Permit"   \$150.00 Per Excess Dog</b>				
	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
<b>p) More than three dogs at residence with "Animal Fancier Permit"   \$150.00 Per Excess Dog</b>				
	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
<b>q) More than three cats at residence (Per Cat)</b>				
	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
r) Public Nuisance (bark/whine)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
s) Allowing Vicious Dog/Animal at Large	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>AUDITOR FILING FEES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<i>** Cost set by Okanogan County</i>				
<b>BANK FEES   NSF CHECK FEES (Including Invoice Cloud Rejects)</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<i>** In addition, if two (2) NSF checks from the same party are received for payment of any City service within a 6 month period, the customer will not be allowed to pay for any City services by check for a period of three (3) years.</i>				
	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
<b>BICYCLE REGISTRATION ** For lifetime of bicycle</b>				
<i>** If bicycle is impounded, registration must be purchased before it is returned.</i>				
	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>BUILDING PERMIT AND PLAN REVIEW FEE SCHEDULE</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Total Valuation</b>				
1) \$1.00 to \$500.00	\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
2) \$501.00 to \$2,000.00	\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
<i>**\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00</i>				
3) \$2001.00 to \$25,000.00	\$ 69.25	\$ 69.25	\$ 69.25	\$ 69.25
<i>**\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00</i>				
4) \$25,001.00 to \$50,000.00	\$ 391.25	\$ 391.25	\$ 391.25	\$ 391.25
<i>**\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00</i>				
5) \$50,001.00 to \$100,000.00	\$ 643.75	\$ 643.75	\$ 643.75	\$ 643.75
<i>**\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00</i>				
6) \$100,001.00 to \$500,000.00	\$ 993.75	\$ 993.75	\$ 993.75	\$ 993.75
<i>**993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00</i>				
7) \$500,001.00 to \$1,000,000.00	\$ 3,233.75	\$ 3,233.75	\$ 3,233.75	\$ 3,233.75
<i>**\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00</i>				
<b>BUILDING PERMIT AND PLAN REVIEW FEE SCHEDULE</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
8) \$1,000,001.00 and Up	\$ 5,608.75	\$ 5,608.75	\$ 5,608.75	\$ 5,608.75
<i>**\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof.</i>				
<b>b) Inspections outside of normal business hours   (minimum charge - two (2) hours)</b>	50 per hour	50 per hour	50 per hour	50 per hour
<b>c) Re-inspection fees assessed for work required to be corrected by prior correction notice and not completed   \$50.00 Per Hour</b>	50 per hour	50 per hour	50 per hour	50 per hour
<b>d) Inspections for which no fee us specifically indicated   (minimum charge - one half hour)</b>	50 per hour	50 per hour	50 per hour	50 per hour
<b>e) Additional Plan review required by changes, additions or revisions to plans   (minimum charge - one half hour)</b>	50 per hour	50 per hour	50 per hour	50 per hour
<b>f) Plan Review Fee - Commercial Building Permit: A plan review fee of 65% of the above building permit fee shall be added to the cost of each commercial building permit</b>	65% of building permit fee	65% of building permit fee	65% of building permit fee	65% of building permit fee
<b>g) Plan Review Fee - Residential Building Permit: A plan review fee of 25% of the above building permit fee shall be added to the cost of each residential building permit.</b>	25 % of building permit fee	25 % of building permit fee	25 % of building permit fee	25 % of building permit fee
<b>h) Third Party Review Fee (i.e., Sprinkler/alarm systems, utilities)</b>	Actual Costs	Actual Costs	Actual Costs	Actual Costs
<b>BUSINESS REGISTRATION FEE</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) New license Registration fee	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
b) Annual Renewal	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
<b>CEMETERY FEES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Grave Fees</b>				
1) Adult Grave	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
2) Infant Grave	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
3) Cremains Grave	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>b) Opening &amp; Closing Fees</b>				
1) Adult Grave	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
2) Infant Grave	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
3) Cremains Grave	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>c) Opening &amp; Closing (Burials on Saturday, Sunday, Holiday or Less than 48 hour notice)</b>				
1) Adults	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2) Infants	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00
3) Cremains	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00
<b>d) Extra charge for Winter burial</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>e) Headstone Setting Fees</b>				
1) 16" x 36"	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
2) 12" x 24"	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
3) 8" x 16"	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>f) Metal Receptacle for flowers</b>	20 plus tax	\$20 plus tax	\$20 plus tax	\$20 plus tax
<b>COPIES OF CITY RECORDS</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Audio Tape</b>	Actual Cost & Postage	Actual Cost	Actual Cost	Actual Cost
<b>b) Comprehensive Plans (Includes park, water, sewer, shoreline, capital facilities, etc.)</b>	Actual Cost & Postage	Actual Cost	Actual Cost	Actual Cost
<b>c) Records scanned into electronic format (per page)</b>		\$ 0.10	\$ 0.10	\$ 0.10
<b>d) Electronic files or attachments uploaded to an email, cloud storage service, or other electronic delivery system (per each four files or attachments)</b>		\$ 0.05	\$ 0.05	\$ 0.05
<b>e) Transmitting records electronically (per gigabyte)</b>		\$ 0.10	\$ 0.10	\$ 0.10
<b>f) Digital storage media or device (DVD, CD, drive, flash drive, and other similar items)</b>	Actual Cost & Postage	Actual Cost	Actual Cost	Actual Cost
<b>g) Ordinance &amp; Resolutions - First copy</b>	No charge	No charge	No charge	No charge
<b>h) Copies   *All departments</b>	First 30 pages free- 31 or more at \$.15 for each	First 30 pages free- 31 or more at \$.15 for each	First 30 pages free- 31 or more at \$.15 for each	First 30 pages free- 31 or more at \$.15 for each
<b>i) Copies of public records maintained on paper or maintained electronically and printed on paper (per page)</b>		\$ 0.15	\$ 0.15	\$ 0.15
<b>j) Photographs &amp; Nonstandard copies</b>	Actual Cost & Postage	Actual Cost	Actual Cost	Actual Cost
<b>k) Postage or delivery charges including packing materials, envelopes &amp; containers</b>		Actual Cost	Actual Cost	Actual Cost
<b>l) Records copied by an outside vendor. An outside vendor may be used due to volume, current work load of city staff, unique nature of the request, or any other reason</b>		Actual Cost	Actual Cost	Actual Cost
<b>m) Use of information technology expertise to prepare data compilations, or to provide customized electronic access services</b>		Actual Cost	Actual Cost	Actual Cost
<b>DANCE PERMIT</b>	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>DEMOLITION PERMIT FEE</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>FENCING PERMIT - 7' AND ABOVE</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>** Fee based upon evaluation and Permit Fee from Building Permit &amp; Plan Review Schedule</b>	\$ -	\$ -	\$ -	\$ -
<b>FILL AIR BOTTLES BY FIRE DEPARTMENT</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) 30 Minute Low Air Pressure Bottle</b>	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
<b>b) 45 to 60 Minutes High Air Pressure Bottle</b>	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>c) SCUBA Bottles</b>	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>d) Large Bottles for Cascade Systems</b>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
<b>FIRE PERMITS</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) Aerosol Products	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
b) Aircraft Refueling Vehicles	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
c) Aircraft Repair Hangar	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
d) Asbestos Removal	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
e) Automobile Wrecking Yard	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
f) Battery Sys - Install/Operate Stationary Lead - Acid Battery System	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
g) Bowling Pin or Alley Refinishing	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
h) Burn Permits	\$ 10.00	\$ 10.00	\$ 10.00	\$ 20.00
i) Carnivals & Fairs	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
j) Cellulose Nitrate Film Storage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
k) Cellulose Nitrate Storage (More than 25 LBS)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
l) Combustible Fiber Storage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
m) Combustible Material Storage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
n) Commercial Rubbish Handling Operation	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
o) Compressed Gases	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
p) Cryogenics	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
q) Dry Cleaning Plants	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
r) Dust Producing Operation	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
s) Explosives or Blasting Agents	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
t) Fireworks	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
u) Flammable Liquid Pipeline Operation or Excavation	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
v) Flammable or Combustible Liquid/Tank	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
w) Fumigation or Thermal Insecticide	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
x) Garages - Repair Motor Vehicles	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
y) Hazardous Material	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
z) High-Piled Combustible Storage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
aa) Junkyards	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ab) Liquefied Petroleum Gases	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ac) Lumberyards	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ad) Magnesium Working	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ae) Matches - Manufacture/Storage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
af) Open Flame Device for Maintenance	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ag) Organic Coats	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ah) Ovens- Industrial Baking or Drying	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ai) Parade Floats	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
aj) Radioactive Materials	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ak) Refrigeration Equipment	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>FIRE PERMITS</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
am) Spraying or Dipping	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
an) Tank Vehicles	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ao) Tents   Canopies & Temporary Membrane	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ap) Tire Recapping	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
aq) Tire Storage (Excess of 1,000 cu ft)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ar) Waste Material Handling Plant	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
as) Welding & Cutting Operations	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
at) Wood Products	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
au) Floor Dry - Per 25 LBS Bag	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
av) Containment Boom - 3" x 20'	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
aw) Absorbent Pads - 18' x 18"	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
ax) Various - Foam per Gal	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
<b>LAND USE FEES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>** (PLUS ACTUAL COST FOR HEARING EXAMINER PUBLICATION   FILING FEES ALL FEES NON REFUNDABLE)</b>				
a) Annexation Petition	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
b) Appeal Fee Processing (In addition to all incurred actual costs)	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
c) Binding Site Plan	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
d) Boundary Line Adjustment	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
e) Comprehensive Plan Amendment - Application Fee	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
f) Conditional Use Permit - Application Fee	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00



<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
<b>g) Deviations</b>	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>h) Large lot Segregation Process Fee</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>i) Large lot Segregation Completed Application Fee</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>j) Parcel Consolidation</b>	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
<b>k) Planned Development</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>l) SEPA Checklist - DNS - Processing</b>	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
<b>m) Shoreline Plan conditional use permit</b>	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
<b>n) Shoreline Plan - Statement of Exemption</b>	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>o) Shoreline Plan - Substantial Development Permit</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>p) Shoreline Plan - Variance Permit</b>	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
<b>q) Short Plat Subdivision Process Fee</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>r) Short Plat Subdivision Completed Application Fee</b>	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>s) Short Plat Subdivision per Lot</b>	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>t) Street Petition to Vacate Right-of-Way   Easement</b>	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
<b>u) Regular Subdivision Process Fee</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>v) Regular Subdivision Completed Application Fee</b>	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
<b>w) Regular Subdivision per Lot Fee</b>	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
<b>x) Vacations for Planned Developments, Binding Site Plans &amp; Plats</b>	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
<b>y) Variance to Zoning Code</b>	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
<b>z) Zoning Amendment or Rezone - Application</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>LIBRARY ROOM RENTAL RATE</b>				
<b>a) Library Room Rental (per hour)</b>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>MECHANICAL PERMIT FEES   *Permit Issuance and Heaters</b>				
<b>a) For the issuance of each mechanical permit</b>	\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
<b>b) Issuance for Supplemental Permit which the original has not expired, cancelled nor finalized</b>	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
<b>MECHANICAL PERMIT FEES   UNIT FEE SCHEDULE **DOESN'T INCLUDE PERMIT ISSUING FEE**</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Furnace</b>				
1) For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU/H (29.3kW)	\$ 14.80	\$ 14.80	\$ 14.80	\$ 14.80
2) For the installation or relocation of each floor furnace, including the vent	\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20
3) For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20
<b>b) Appliance Vents</b>				
1) For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
<b>c) Repairs or Additions</b>				
1) For the repair of alteration, addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or evaporative cooling system, including installation of controls regulated by the Mechanical Code.	\$ 13.70	\$ 13.70	\$ 13.70	\$ 13.70
<b>d) Boilers, Compressors and Absorption Systems</b>				
1) For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW), or each absorption system to and including 100,000 BTU/H (29.3kW)	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70
2) For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW), or each absorption system over 100,000 BTU/H (29.3kW) to and including 500,000 BTU/H (146.6kW)	\$ 27.15	\$ 27.15	\$ 27.15	\$ 27.15
3) For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 30 horsepower (105.5kW), or each absorption system over 500,000 BTU/H (146.6kW) to and including 1,000,000 BTU/H (293.1kW)	\$ 37.25	\$ 37.25	\$ 37.25	\$ 37.25
4) For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW), or each absorption system over 1,000,000 BTU/H (293.1kW) to and including 1,750,000 BTU/H (512.9kW)	\$ 55.45	\$ 55.45	\$ 55.45	\$ 55.45
5) For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 BTU/H (512.9kW)	\$ 92.65	\$ 92.65	\$ 92.65	\$ 92.65
<b>e) Air Handlers</b>				
1) For each air handling unit to and including 10,000 cubic feet per minute (4719 L/S), including ducts attached thereto.	\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
<i>**This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.</i>				
2) For each air-handling unit over 10,000 cfm (4719 L/S)	\$ 18.10	\$ 18.10	\$ 18.10	\$ 18.10
<b>f) Evaporative Coolers</b>				
1) For each evaporative cooler other than the portable type	\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
<b>MECHANICAL PERMIT FEES   UNIT FEE SCHEDULE **DOESN'T INCLUDE PERMIT ISSUING FEE**</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
<b>g) Ventilation and Exhaust</b>				
1) For each ventilation fan connected to a single duct	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
2) For each ventilation system which is not a portion of any heating or air condition system authorized by a permit	\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
3) For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
<b>h) Incinerators</b>				
1) For the installation or relocation of each domestic-type incinerator	\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20
2) For the installation or relocation of each commercial or industrial-type incinerator	\$ 14.50	\$ 14.50	\$ 14.50	\$ 14.50
<b>i) Miscellaneous</b>				
1) For each appliance or piece of equipment regulated by the Mechanical Code but classed in other appliance categories, or for which no other fee is listed in the table	\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
2) When chapter 13 is applicable, permit fees for fuel gas piping shall be for each gas piping system:				
a) For each gas piping system of one to four outlets	\$ 4.75	\$ 4.75	\$ 4.75	\$ 4.75
b) For each additional outlet exceeding four outlets	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
3) When chapter 14 is applicable, permit fees for process piping shall be as follows:				
a) For each hazardous process piping system (HPP) of one to four outlets	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
b) For each hazardous process piping system of 5 or more outlets, pet outlet	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
c) For each non-hazardous process piping system (NPP) of one to four outlets	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
d) For each non-hazardous process piping system of five or more outlets (per outlet)	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>j) Other Inspections and Fees</b>				
1) Inspections outside of normal business hours, per hour (minimum charge - 2 hours)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
2) Re-inspected fees assessed under provision of Section 116.6 per inspection	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
3) Inspections for which no fee is specifically indicated, per hour (minimum charge - one half hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
4) Additional plan review required by changes, additions or revisions to plan or to plans for which an initial review has been completed (min charge - one half hour) or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wage and fringe benefits of the employees involved	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>MOBILE HOME PERMITS</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) Single Wide in Mobile Home Park	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00
b) Double Wide in Mobile Home Park	\$ 235.00	\$ 235.00	\$ 235.00	\$ 235.00
c) Triple Wide in Mobile Home Park	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
d) Single Wide on Individual Lot	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
e) Double Wide on Individual Lot	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00
f) Triple Wide on Individual Lot	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00
<b>NOTARY FEE</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) Per Document	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>OUTDOOR MOBILE VENDOR APPLICATION</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) Per Application	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>PAWNBROKER LICENSE</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) Initial Fee	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
b) Annual Fee	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
c) Per Employee	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>PEDDLER LICENSE</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) Peddler License (per year)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>PLUMBING PERMIT FEES (PERMIT ISSUANCE)</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) For Issuing Each Permit	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
b) For Issuing Each Supplemental Permit	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
<b>PLUMBING PERMIT FEES   UNIT FEE SCHEDULE ( IN ADDITION TO ITEMS A&amp;B ABOVE)</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
b) For each building sewer and each trailer park sewer	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
c) Rainwater systems - per drain (inside building)	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
d) For each cesspool (where permitted)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
e) For each private sewage disposal system	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
f) For each water heat and/or vent	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
g) For each gas-piping system of one to five outlets	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
h) For each additional gas piping system outlet (after five outlets)	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
i) For each industrial waste pre treatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
j) For each installation, alteration or repair of water piping and/or water treating equipment	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
k) For each repair or alteration of drainage or vent piping, each fixture	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
l) For each lawn sprinkler system on any on meter including backflow protection devices therefore	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
m) For atmospheric-type vacuum breakers not including in item 12. (from one to five- each)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
n) For atmospheric-type vacuum breakers not including in item 12. (over five- each)	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
o) For each backflow protective device other than atmospheric type vacuum breakers: two inches (51mm) diameter and smaller	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
p) For each backflow protective device other than atmospheric type vacuum breakers: over two inches (51mm) diameter	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
q) For each gray water system	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
r) For initial installation and testing for a reclaimed water system	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
s) For each medical gas piping system serving one to five inlets (outlets for a specific gas)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>OTHER INSPECTIONS AND FEES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) Inspections outside of normal business hours (per hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
b) Re-Inspection Fee (per hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
c) Inspections for which no fee is specifically indicated per hour	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
d) Additional plan review required by changes, additions, or revisions to approved plans (minimum charge - one half hour) (per hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>POLICE DEPARTMENT</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) Background Check Letter	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
b) Fingerprints two Card Maximum	\$ 10.00	\$ 15.00	\$ 24.00	\$ 24.00
c) Each additional Fingerprint card	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
d) School employee background check (includes postage)	\$ 11.00	\$ 11.00	\$ 24.00	\$ 24.00
e) Paper process service	\$ 20.00	\$ 40.00	\$ 50.00	\$ 50.00
f) Specialized training by state certified instructor (per hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
h) WATCH background check	\$ -	\$ 11.00	\$ 11.00	\$ 11.00
i) Background for CPL - WA State Patrol	\$ -	\$ 13.25	\$ 13.25	\$ 13.25
j) Vehicle impounds (per vehicle)	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
k) Return to Court	\$ -	\$ 20.00	\$ 20.00	\$ 20.00
l) Collision Report	\$ -	\$ 10.00	\$ 10.00	\$ 10.00
m) Concealed Pistol License (Original) plus cost of fingerprinting & background	\$ -	\$ 36.00	\$ 36.00	\$ 36.00
n) Concealed Pistol License (Renewal)	\$ -	\$ 32.00	\$ 32.00	\$ 32.00
o) Concealed Pistol License (Late Renewal)	\$ -	\$ 42.00	\$ 42.00	\$ 42.00
p) Concealed Pistol License (Replacement)	\$ -	\$ 10.00	\$ 10.00	\$ 10.00
q) Firearms Dealers License (plus the cost of fingerprinting & background check)	\$ -	\$ 125.00	\$ 125.00	\$ 125.00
r) Levy Rate	\$ -	\$ 48.00	\$ 48.00	\$ 48.00
s) False Alarms (2nd within 6 months)	\$ -	\$ 25.00	\$ 25.00	\$ 25.00
t) False Alarms (3rd within 6 months)	\$ -	\$ 50.00	\$ 50.00	\$ 50.00
u) False Alarms (4th within 6 months)	\$ -	\$ 100.00	\$ 100.00	\$ 100.00
<b>BODY WORN CAMERA FEES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
a) Video Redaction (per minute)	\$ -	\$ 0.65	\$ 0.65	\$ 0.65
b) Video and Audio Redaction (per minute)	\$ -	\$ 0.65	\$ 0.65	\$ 0.65
c) Audio Redaction (per minute)	\$ -	\$ 0.65	\$ 0.65	\$ 0.65

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
<b>PUBLIC SWIMMING POOL</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Swimming Pool Daily Admission</b>				
1) Children under 18 years of age	\$ 2.00	\$ 3.00	\$ 3.00	\$ 3.00
2) Adult (18+)	\$ 3.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>b) Swimming Pool Season Pass</b>				
1) Children under 18 years of age	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
2) Adult (18+)	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
3) Family	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
<b>c) Swimming Lessons</b>				
1) Child and/or Adult	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
2) Without Seasonal Pool Pass	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
<b>d) Pool Rental</b>				
1) One hour (After hours Monday - Saturday Only)	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
2) Two hours (Minimum)	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
3) Four hours	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00
<b>** No refunds of Pool Rental Fees will be given if cancelation is less than 2 days prior to reservation **</b>				
<b>RV PARK FEES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Full hookup (per night)</b>				
1) RV Sites with 30 amp (plus applicable taxes)	\$ 29.82	\$ 40.00	\$ 40.00	\$ 40.00
2) RV Sites with 50 amp (plus applicable taxes)	\$ 23.86	\$ 50.00	\$ 50.00	\$ 50.00
3) RV Sites with 30 amp and a current Good Sam Membership (plus applicable taxes)	\$ 26.84	\$ 36.00	\$ 36.00	\$ 36.00
4) RV Sites with 50 amp and a current Good Sam Membership (plus applicable taxes)	\$ 23.86	\$ 45.00	\$ 45.00	\$ 45.00
<b>b) Tents (per night plus applicable taxes)</b>	\$ 18.12	\$ 20.00	\$ 20.00	\$ 20.00
<b>d) Winter Rates (Rates are plus taxes and per night)</b>				
1) Electrical and Sewer Connection Only (plus applicable taxes)	\$ 25.30	\$ 26.00	\$ 26.00	\$ 26.00
2) Electric & Sewer Connection Only with Current Good Sam Membership (plus taxes)	\$ 22.77	\$ 23.40	\$ 23.40	\$ 23.40
<b>e) RV Reservation Cancelation Fee</b>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<i>** Customer will receive a full refund less cancelation fee if the cancelation is received atleast 1 day before arrival date. ** No refunds if cancelation is less than 7 days prior to the 1st day of the Stampede Event. A cancelation fee will apply.</i>				
<b>SIGN PERMIT FEES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<i>**Fee based upon evaluation and Permit Fee from Building Permit &amp; Plan Review schedule</i>	\$ -	\$ -	\$ -	\$ -
<b>STREET CLOSURES &amp; ROLLING SLOW DOWNS (includes all city streets and state highways)</b>	\$ 75.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>SWIMMING POOL PERMIT FEE</b>	\$ -	\$ -	\$ 200.00	\$ 200.00
<b>TAXI CAB LICENSE</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Annual License</b>	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
<b>b) After July 1st (per cab &amp; 1/2 the year)</b>	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
<b>c) Chauffeur Fee (per Vehicle)</b>	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
<b>UTILITY SERVICES   GARBAGE COLLECTION RATES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Residential Service description per month</b>				
1) One 20 Gal Mini Can (Only for customers 65 years of age or older)	\$ 11.07	\$ 11.96	\$ 12.32	\$ 13.56
2) 35 Gal Cart (Low income seniors)	\$ 11.44	\$ 12.36	\$ 12.73	\$ 16.13
3) 35 Gal Cart	\$ 13.81	\$ 14.91	\$ 15.36	\$ 17.92
4) 65 Gal Cart (Maximum weight of 95 LBS)	\$ 19.37	\$ 20.92	\$ 21.55	\$ 22.35
5) 95 Gal Cart (Maximum weight of 130 LBS)	\$ 24.28	\$ 26.22	\$ 27.01	\$ 28.34
6) Occasional Extra (per unit)	\$ 3.94	\$ 4.26	\$ 4.39	\$ 5.56
7) 15' to 50' Carryout Charge	\$ 5.24	\$ 5.66	\$ 5.83	\$ —
8) 50' to 100' Carryout Charge	\$ 8.70	\$ 9.40	\$ 9.68	\$ —
<b>b) Commercial Service Description Pickup One Time (per week)</b>				
1) 35 Gal Cart	\$ 14.85	\$ 16.04	\$ 16.52	\$ 18.13
2) 65 Gal Cart (Maximum weight of 95 LBS)	\$ 19.54	\$ 21.10	\$ 21.73	\$ 22.35
3) 95 Gal Cart (Maximum weight of 130 LBS)	\$ 24.45	\$ 26.41	\$ 27.20	\$ 28.34
4) Occasional Extra (per unit)	\$ 3.94	\$ 4.26	\$ 4.39	\$ 5.56
5) 15' to 50' Carryout Charge	\$ 5.24	\$ 5.66	\$ 5.83	\$ —
6) 50' to 100' Carryout Charge	\$ 8.70	\$ 9.40	\$ 9.68	\$ —
<b>c) Commercial Service Description Pickup Two Times (per week)</b>				
1) 65 Gal Cart (Maximum weight of 95 LBS)	\$ 37.56	\$ 40.56	\$ 41.78	\$ 44.73
2) 95 Gal Cart (Maximum weight of 130 LBS)	\$ 47.13	\$ 50.90	\$ 52.43	\$ 56.71
3) Occasional Extra (per unit)	\$ 5.24	\$ 5.66	\$ 5.83	\$ 5.56
4) 15' to 50' Carryout Charge	\$ 10.47	\$ 11.31	\$ 11.65	\$ —
5) 50' to 100' Carryout Charge	\$ 17.41	\$ 18.80	\$ 19.36	\$ —
<b>d) Commercial Service Description Pickup Three Times (per week)</b>				
1) 65 Gal Cart (Maximum weight of 95 LBS)	\$ 55.43	\$ 59.86	\$ 61.66	\$ 67.08
2) 95 Gal Cart (Maximum weight of 130 LBS)	\$ 69.95	\$ 75.55	\$ 77.82	\$ 85.03
3) Occasional Extra (per unit)	\$ 5.24	\$ 5.66	\$ 5.83	\$ 5.56
4) 15' to 50' Carryout Charge	\$ 15.70	\$ 16.96	\$ 17.47	\$ —
5) 50' to 100' Carryout Charge	\$ 26.11	\$ 28.20	\$ 29.05	\$ —
<b>UTILITY SERVICES   CONTAINER RATES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Container Pickup One Time (per week)</b>				
1) One Yard	\$ 84.59	\$ 91.36	\$ 94.10	\$ 103.27
2) 1 ½ Yard	\$ 102.56	\$ 110.76	\$ 114.08	\$ 125.18
3) 2 Yard	\$ 120.56	\$ 130.20	\$ 134.11	\$ 147.16
4) 3 Yard	\$ 184.21	\$ 198.95	\$ 204.92	\$ 224.83
5) 4 Yard	\$ 221.13	\$ 238.82	\$ 245.98	\$ 269.92
6) 6 Yard	\$ 285.71	\$ 308.57	\$ 317.83	\$ 348.74
7) 20 Yard plus Disposal Fee (Permanent Weekly Pickup) - Haul Fees Only	\$ 624.91	\$ 674.90	\$ 695.15	\$ 737.67
8) 30 Yard plus Disposal Fee (Permanent with Regular Pickup) Haul Fees Only	\$ 713.50	\$ 770.58	\$ 793.70	\$ 842.64
<b>b) Container Pickup Two Times (per week)</b>				
1) One Yard	\$ 133.29	\$ 143.95	\$ 148.27	\$ 162.69
2) 1 ½ Yard	\$ 169.65	\$ 183.22	\$ 188.72	\$ 213.96
3) 2 Yard	\$ 206.02	\$ 222.50	\$ 229.18	\$ 251.46
4) 3 Yard	\$ 309.28	\$ 334.02	\$ 344.04	\$ 377.52
5) 4 Yard	\$ 353.53	\$ 381.81	\$ 393.26	\$ 432.43
6) 6 Yard	\$ 531.00	\$ 573.48	\$ 590.68	\$ 647.88
7) 20 Yard plus Disposal Fee (Permanent Weekly Pickup) - Haul Fees Only	\$ 945.93	\$ 1,021.60	\$ 1,052.25	\$ 1,121.36
8) 30 Yard plus Disposal Fee (Permanent with Regular Pickup) Haul Fees Only	\$ 1,097.84	\$ 1,185.67	\$ 1,221.24	\$ 1,302.28
<b>c) Container Pickup Three Times (per week)</b>				
1) One Yard	\$ 173.92	\$ 187.83	\$ 193.46	\$ 212.29
2) 1 ½ Yard	\$ 229.27	\$ 247.61	\$ 255.04	\$ 281.50
3) 2 Yard	\$ 284.59	\$ 307.36	\$ 316.58	\$ 347.37
4) 3 Yard	\$ 434.26	\$ 469.00	\$ 483.07	\$ 530.10
5) 4 Yard	\$ 488.89	\$ 528.00	\$ 543.84	\$ 596.75
6) 6 Yard	\$ 709.38	\$ 766.13	\$ 789.11	\$ 865.87

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
<b>d) Container Pickup Four Times (per week)</b>				
1) One Yard	\$ 241.18	\$ 260.47	\$ 268.28	\$ 294.40
2) 1 ½ Yard	\$ 302.15	\$ 326.32	\$ 336.11	\$ 355.89
3) 2 Yard	\$ 363.11	\$ 392.16	\$ 403.92	\$ 443.20
4) 3 Yard	\$ 559.57	\$ 604.34	\$ 622.47	\$ 601.77
5) 4 Yard	\$ 622.93	\$ 672.76	\$ 692.94	\$ 760.31
6) 6 Yard	\$ 887.98	\$ 959.02	\$ 987.79	\$ 1,083.87
<b>e) Container Pickup Five Times (per week)</b>				
<del>1) One Yard</del>	<del>\$ 315.40</del>	<del>\$ 340.63</del>	<del>\$ 350.85</del>	<del>\$ _____</del>
2) 1 ½ Yard	\$ 378.60	\$ 408.89	\$ 421.16	\$ 444.40
3) 2 Yard	\$ 441.77	\$ 477.11	\$ 491.42	\$ 539.23
4) 3 Yard	\$ 684.35	\$ 739.10	\$ 761.27	\$ 723.24
5) 4 Yard	\$ 743.48	\$ 802.96	\$ 827.05	\$ 907.49
6) 6 Yard	\$ 1,246.59	\$ 1,346.32	\$ 1,386.71	\$ 1,521.56
<b>f) Container Pickup Six Times (per week)</b>				
<del>1) One Yard</del>	<del>\$ 396.63</del>	<del>\$ 428.36</del>	<del>\$ 441.21</del>	<del>\$ _____</del>
<del>2) 1 ½ Yard</del>	<del>\$ 458.47</del>	<del>\$ 495.15</del>	<del>\$ 510.00</del>	<del>\$ _____</del>
3) 2 Yard	\$ 520.27	\$ 561.89	\$ 578.75	\$ 635.05
4) 3 Yard	\$ 809.21	\$ 873.95	\$ 900.17	\$ 949.44
5) 4 Yard	\$ 890.73	\$ 961.99	\$ 990.85	\$ 1,087.22
6) 6 Yard	\$ 1,361.69	\$ 1,470.63	\$ 1,514.75	\$ 1,662.09
<b>UTILITY SERVICES   DROP BOX COLLECTIONS</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Drop Box Collections</b>	<b>Haul Rate</b>	<b>Haul Rate</b>	<b>Haul Rate</b>	<b>Haul Rate</b>
1) 10 Yard   Delivery Fee <del>\$36.95</del> \$44.28   Daily Rental <del>\$2.47</del> \$3.16	\$ 114.69	\$ 123.87	\$ 127.59	\$ 144.72
2) 20 Yard   Delivery Fee <del>\$36.95</del> \$44.28   Daily Rental <del>\$2.47</del> \$3.16	\$ 137.65	\$ 148.66	\$ 153.12	\$ 173.67
3) 30 Yard   Delivery Fee <del>\$36.95</del> \$44.28   Daily Rental <del>\$2.47</del> \$3.16	\$ 160.61	\$ 173.46	\$ 178.66	\$ 202.64
4) 40 Yard   Delivery Fee <del>\$36.95</del> \$44.28   Daily Rental <del>\$2.47</del> \$4.42	\$ 183.55	\$ 198.23	\$ 204.18	\$ 231.58
<b>UTILITY SERVICES   RECYCLING</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Recycling Rolloff</b>				<b>Haul Rate</b>
1) 15 Yard Recycling I Delivery Fee \$37.95   Daily Rental \$3.16	\$ -	\$ -	\$ -	\$ 94.88
2) 20 Yard Recycling I Delivery Fee \$44.28   Daily Rental \$3.16	\$ -	\$ -	\$ -	\$ 126.50
3) 30 Yard Recycling I Delivery Fee \$44.28   Daily Rental \$3.16	\$ -	\$ -	\$ -	\$ 151.80
<b>b) Recycling Container</b>				
1) 8 Yard Recycling 1 X Week	\$ -	\$ -	\$ -	\$ 207.05
2) 8 Yard Recycling Every Other Week	\$ -	\$ -	\$ -	\$ 116.47
<b>UTILITY SERVICES   TEMPORARY COLLECTION</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Container Pickup One Time (per week)</b>				
1) One yard	\$ 19.68	\$ 21.25	\$ 21.89	\$ 26.06
2) 1 ½ Yard	\$ 23.86	\$ 25.77	\$ 26.54	\$ 31.27
3) 2 Yard	\$ 28.04	\$ 30.28	\$ 31.19	\$ 36.49
4) 3 Yard	\$ 42.85	\$ 46.28	\$ 47.67	\$ 54.73
5) 4 Yard	\$ 51.44	\$ 55.56	\$ 57.23	\$ 65.15
6) 6 Yard	\$ 66.46	\$ 71.78	\$ 73.93	\$ 83.39

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
<b>UTILITY SERVICES   COMPACTOR COLLECTION</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Compactor Collection</b>				
1) 2 Yard   Once (per week)	<del>\$ 379.36</del>	<del>\$ 409.71</del>	<del>\$ 422.00</del>	<del>\$</del>
2) 2 Yard   Two Times (per week)	<del>\$ 758.73</del>	<del>\$ 819.43</del>	<del>\$ 844.01</del>	<del>\$</del>
3) 2 Yard   Three Times (per week)	<del>\$ 1,138.10</del>	<del>\$ 1,229.15</del>	<del>\$ 1,266.02</del>	<del>\$</del>
4) 20 Yard   (per week) *Additional Disposal Fees*	\$ 270.20	\$ 291.82	\$ 300.57	\$ 356.21
5) 20 Yard   Two Times (per week) *Additional Disposal Fees*	<del>\$ 540.43</del>	<del>\$ 583.66</del>	<del>\$ 601.17</del>	<del>\$</del>
6) 30 Yard   (per pickup) *Additional Disposal Fees*	\$ 301.83	\$ 325.98	\$ 335.76	\$ 397.88
7) 40 Yard   (per pickup) *Additional Disposal Fees*	\$ -	\$ -	\$ 373.29	\$ 439.65
<b>b) Dual Pickup of Compactors</b>				
1) 20 Yard   *Additional Disposal Fees*	\$ 342.32	\$ 369.71	\$ 380.80	\$ 382.90
2) 30 Yard   *Additional Disposal Fees*	\$ 382.48	\$ 413.08	\$ 425.47	\$ 422.09
<b>c) Pickup and Delivery Charges</b>				
1) Cart System Pickup and Delivery Charge	\$ 3.31	\$ 6.00	\$ 6.18	\$ 7.82
2) Container Service Pickup and Delivery for Dumpsters	\$ 5.52	\$ 10.00	\$ 10.30	\$ 13.04
<b>UTILITY SERVICES   SEWER COLLECTION RATES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Service Description (per month)</b>				
1) Single Family Residential	\$ 83.68	\$ 87.03	\$ 92.25	\$ 103.51
2) Multi-Residential (per unit)   Occupied or Not	\$ 71.13	\$ 73.98	\$ 78.42	\$ 87.99
3) Commercial Business   Motels   Schools   October 16th through April 15th	\$ 83.68	\$ 87.03	\$ 92.25	\$ 103.51
*Greater of <del>\$92.25</del> \$103.51 minimum or <del>\$8.16</del> \$9.16 per 100 cubic feet of the actual				
4) Commercial Business   Motels   Schools   April 16th through October 15th	\$ 83.68	\$ 87.03	\$ 92.25	\$ 103.51
*Greater of <del>\$92.25</del> \$103.51 minimum or <del>\$8.16</del> \$9.16 per 100 cubic feet of the average monthly metered water consumption*				
5) Food Service Establishments	<del>\$ 83.68</del>	<del>\$ 87.03</del>	<del>\$ 92.25</del>	<del>\$ 92.25</del>
*Charged same as Commercial Business Rates				
6) Motels	<del>\$ 83.68</del>	<del>\$ 87.03</del>	<del>\$ 92.25</del>	<del>\$ 92.25</del>
*Charged same as Commercial Business Rates				
7) Schools   October 16th through April 15th	<del>\$ 83.68</del>	<del>\$ 87.03</del>	<del>\$ 92.25</del>	<del>\$ 92.25</del>
*Charged same as Commercial Business Rates				
8) Schools   April 16th through October 15th	<del>\$ 83.68</del>	<del>\$ 87.03</del>	<del>\$ 92.25</del>	<del>\$ 92.25</del>
*Charged same as Commercial Business Rates				
9) Industrial Rates	\$ 83.68	\$ 87.03	\$ 92.25	\$ 103.51
* <del>\$8.26</del> \$9.27 per 1000 gallons of discharge plus <del>\$0.82</del> \$0.92 per lbs of BOD plus <del>\$0.84</del> \$0.94 per				
<b>UTILITY SERVICES   STORM DRAIN RATES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Development Classification (Defined in OMC 9.12.030)</b>				
1) Undeveloped	No Charge	No Charge	No Charge	No Charge
2) Medium Development	\$ 4.50	\$ 4.86	\$ 5.15	\$ 5.84
3) Heavy Development	\$ 11.41	\$ 12.32	\$ 13.06	\$ 14.80
4) Very Heavy Development	\$ 17.14	\$ 18.51	\$ 19.62	\$ 22.23

<b>2025 Fee Schedule, City of Omak</b>				
<b>Resolution 06-2025</b>				
<b>UTILITY SERVICES   WATER RATES</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>a) Residential/Commercial Service (Within the City)</b>				
<i>*per 100 cubic feet over minimum   Over minimum 1,000 cubic feet*</i>	\$ 0.73	\$ 0.79	\$ 0.84	\$ <b>0.99</b>
1) 5/8 x 3/4 inch   1,000 cubic feet minimum	\$ 34.34	\$ 37.09	\$ 39.32	\$ <b>46.28</b>
2) 3/4 inch straight   1,000 cubic feet minimum	\$ 37.87	\$ 40.90	\$ 43.35	\$ <b>51.02</b>
3) 1 inch   1,000 cubic feet minimum	\$ 40.24	\$ 43.46	\$ 46.07	\$ <b>54.23</b>
4) 1 1/2 inch   1,000 cubic feet minimum	\$ 56.15	\$ 60.64	\$ 64.28	\$ <b>75.66</b>
5) 2 inch   1,000 cubic feet minimum	\$ 79.82	\$ 86.21	\$ 91.38	\$ <b>107.56</b>
6) 3 inch   1,000 cubic feet minimum	\$ 86.79	\$ 93.73	\$ 99.35	\$ <b>116.94</b>
7) 4 inch   1,000 cubic feet minimum	\$ 93.94	\$ 101.46	\$ 107.55	\$ <b>126.59</b>
8) 6 inch or larger   1,000 cubic feet minimum	\$ 127.48	\$ 137.68	\$ 145.94	\$ <b>171.77</b>
<b>b) Commercial Service (Within the City)</b>				
<i>*per 100 cubic feet over minimum   Over minimum 1,000 cubic feet*</i>	\$ 0.73	\$ 0.79	\$ 0.84	\$ 0.84
1) 5/8 x 3/4 inch   1,000 cubic feet minimum	\$ 34.34	\$ 37.09	\$ 39.32	\$ 39.32
2) 3/4 inch straight   1,000 cubic feet minimum	\$ 37.87	\$ 40.90	\$ 43.35	\$ 43.35
3) 1 inch   1,000 cubic feet minimum	\$ 40.24	\$ 43.46	\$ 46.07	\$ 46.07
4) 1 1/2 inch   1,000 cubic feet minimum	\$ 56.15	\$ 60.64	\$ 64.28	\$ 64.28
5) 2 inch   1,000 cubic feet minimum	\$ 79.82	\$ 86.21	\$ 91.38	\$ 91.38
6) 3 inch   1,000 cubic feet minimum	\$ 86.79	\$ 93.73	\$ 99.35	\$ 99.35
7) 4 inch   1,000 cubic feet minimum	\$ 93.94	\$ 101.46	\$ 107.55	\$ 107.55
8) 6 inch or larger   1,000 cubic feet minimum	\$ 127.48	\$ 137.68	\$ 145.94	\$ 145.94
<b>MISCELLANEOUS SERVICES (Within the City)</b>				
<b>a) Miscellaneous Services</b>				
<i>*per 100 cubic feet over minimum   Over minimum 1,000 cubic feet*</i>	\$ 0.73	\$ 0.79	\$ 0.84	\$ <b>0.99</b>
1) Multiple Dwellings   Meter size minimum plus <del>\$15.73</del> <b>\$18.52</b> per each additional unit (allows addt'l 400cf/unit)	\$ 13.74	\$ 14.84	\$ 15.73	\$ <b>18.52</b>
business (allows addt'l 400cf/additional business)	\$ 13.74	\$ 14.84	\$ 15.73	\$ <b>18.52</b>
3) Motels   Occupied or Not   Meter size minimum plus <del>\$11.81</del> <b>\$13.90</b> per each unit (allows addt'l	\$ 10.31	\$ 11.14	\$ 11.81	\$ <b>13.90</b>
<b>b) After Hours Call Out</b>				
1) Minimum Fee	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
<b>c) Shut Off</b>				
1) Delinquent Account Shut off Fee	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
<b>d) Hydrant Meter Permit</b>				
1) Non-Refundable Fee	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>e) Hydrant Meter Damage</b>				
<i>payment received for all water and meter rental charges*</i>	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
<b>f) Hydrant Meter Rental</b>				
1) Hydrant Meter Rental Charge (per day)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>g) Deposit Required for Meter Testing</b>				
1) 5/8 x 3/4 inch	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
2) 1 inch	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
3) 1 1/2 inch	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
4) 2 inch	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: January 21, 2025

Subject: **Resolution 07-2025**- Approving the purchase of a Street Sweeper.

---

The attached Resolution 07-2025, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A STREET SWEEPER**, is forwarded for your consideration.

This purchase will replace the Tymco street sweeper currently in our fleet with a RAVO sweeper.

This purchase will be made in accordance with RCW 39.34 the interlocal Cooperation Act. Sourcewell, a subdivision of the state of Minnesota, (Contract #093021-FAY) This Purchase will total \$346,753.00 from Enviro-Clean Equipment, LLC.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 07-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF  
A STREET SWEEPER**

**WHEREAS**, the Public Works Department has determined the need to purchase a Street Sweeper; and

**WHEREAS**, the department has evaluated different brands of equipment for operation, price, and serviceability; and

**WHEREAS**, the RAVO Street Sweeper manufactured by FAYAT Environmental Solutions was selected as the most suitable equipment to meet the needs of the Public Works Department; and

**WHEREAS**, Sourcewell, a cooperative purchasing agency of the State of Minnesota, has a current contract with FAYAT Environmental Solutions for the purchase of the desired equipment; and

**WHEREAS**, the Revised Code of Washington, Chapter 39.34 encourages the use of cooperative agreements to increase the efficiencies of local governments; and

**WHEREAS**, necessary funds for the purchase of this equipment have been allocated in the 2025, 508 equipment rental fund budget; and

**WHEREAS**, the regional dealer for FAYAT Environmental Solutions is Enviro-Clean Equipment, LLC. and they have provided pricing and purchase information in accordance with Sourcewell contract No. 093021-FAY.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase of a RAVO Street Sweeper from Enviro-Clean Equipment, LLC, a copy of the quote attached hereto as Exhibit "A" is hereby approved, and the mayor is authorized to affect all necessary action for the purchase of this equipment.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

---

Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

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Michael D. Howe, City Attorney



Sourcewell  
Awarded Contract



FESA 2024 Ravo R5 Sourcewell Price List 03/01/2024 V1			
<b>Dealer Name</b>	Enviro-Clean Equipment, LLC	<b>Sourcewell Discount</b>	5%
<b>Customer Name</b>	City of Omak	<b>Order Number</b>	
<b>Customer Physical Address</b>	2 Ash St N	<b>Quotation Date</b>	1/9/25
<b>City, State, Zipcode</b>	Omak, WA 98841	<b>Sourcewell Contract #</b>	093021-FAY
<b>Contact Person</b>	Wayne Beetchenow		
<b>Contact Title</b>	PWD		
<b>Contact Email Address</b>	publicworks@omakcity.com		
<b>Contact Phone Number</b>	509-429-5101		
<b>Customer Sourcewell Number</b>	176345		

QTY	ITEM CODE	DESCRIPTION	Sourcewell List Price Ea	Sourcewell Total List Price
1	1.1	5-Series 25 MPH, meeting NHTSA Road safety standards, including: Tier 4 engine Inspection door retainer Gutter brush angle adjustment right hand side Step on brooms 12V Plug inside cabin Coated suction line + Suspended swivel wheel Alloy Fan LED work light package (brushes, cabin, container) LED beacon light (front and back) Suction nozzle camera + second monitor Central doorlock (doors lockable from inside) Cruise control (during sweeping)	\$ 284,758.98	\$ 284,758.98
		Standard tipping container Wide sweeping Dual tires License plate holder Airconditioning Aluminium cover inside rear door Easy liftable grid Rearview camera Engine safety stop Heated and electrically adjustable mirrors Service manual PM10 Standard		
	7	<b>Broom and suction system</b>		
1	7.2.2	Gutter brush angle adjustment left and right hand side	\$ 1,066.08	\$ 1,066.08
1	7.3	Borium Fan	\$ 1,360.60	\$ 1,360.60
1	7.4.1	Third brush / Weedcutter complete (double angle adjustment included)	\$ 18,525.05	\$ 18,525.05
1	7.5	Hydraulic suction tube shutter with switch in cabin (shuts the suction tube off from the hopper)	\$ 5,820.00	\$ 5,820.00
	10	<b>Water options</b>		
1	10.1	High pressure water pump with spray gun mounted right hand side	\$ 4,801.99	\$ 4,801.99
1	10.2	Water recycling system in front of container (not i.c.w. 16.4.x)	\$ 5,376.74	\$ 5,376.74
	15	<b>Accessories</b>		
1	15.5	Mounting rack on rear door of the container (standard i.c.w. 11.1)	\$ 463.51	\$ 463.51
1	15.6	Air deflection plate (standard i.c.w. 1.3)	\$ 1,093.89	\$ 1,093.89
			<b>Subtotal:</b>	\$ 323,266.84
			<b>Sourcewell Discount:</b>	\$ (17,014.04)
			<b>Ravo R5 Subtotal:</b>	\$ 306,252.80

ADDITIONAL NON SOURCEWELL ITEMS				
QTY	Code	Description	Net Price Ea	Total Net
1	NS.1	WA State Vehicle Use Tax	\$ 957.00	\$ 957.00
1	NS.2	Omak WA State Tax (Motor Vehicle Only)	\$ 26,796.00	\$ 26,796.00

<p><i>We are pleased to offer this quotation for a Ravo R5 with the options listing above per the terms and conditions of the Sourcewell Contract Number 093021-FAY and the additional terms sheet attached.</i></p>	<b>Ravo R5 Subtotal:</b>	\$ 306,252.80
	<b>Total Non Sourcewell Items:</b>	\$ 27,753.00
	<b>Training:</b>	\$ 1,000.00
	<b>Dealer Prep:</b>	Included
	<b>Freight:</b>	\$ 11,747.20
	<b>Total Sourcewell Price:</b>	\$ 346,753.00

Very Truly Yours,  
Jim Brennan  
Territory Manager  
jbrennan@envirocleanequip.com  
206-422-2091

For Acceptance:	
Signed: _____ Wayne Beetchenow PWD	Signed: _____ Jim Brennan Territory Manager
Date: _____	_____

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: January 21, 2025

Subject: **Resolution No. 08-2025** Authorizing Submission of an Application for Federal Assistance

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The Attached Resolution: **08-2025, A RESOLUTION OF THE OMAK CITY COUNCIL, AUTHORIZING SUBMISSION OF AN APPLICATION FOR FEDERAL ASSISTANCE FOR IMPROVEMENTS AT THE OMAK MUNICIPAL AIRPORT FOR 2025 RUNWAY PAVEMENT MAINTENANCE**, is forwarded for your consideration.

This is for the Engineering services of the 2025 Runway Pavement Maintenance Project.

This resolution will authorize the mayor to submit an application and accept the grant with the FAA for 90% of the funding of the project.

We are requesting approval of this resolution.

**RESOLUTION NO. 08-2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK  
AUTHORIZING SUBMISSION OF AN APPLICATION FOR FEDERAL  
ASSISTANCE FOR IMPROVEMENTS AT THE OMAK MUNICIPAL AIRPORT  
FOR 2025 RUNWAY PAVEMENT MAINTENACE**

**WHEREAS**, the Omak Municipal Airport is eligible for an annual allocation of funds from the Federal Aviation Administration; and

**WHEREAS**, FAA Airport Improvements Program funds are available for completion of Runway Pavement Maintenance 2025 project; and

**WHEREAS**, use of these FAA funds requires a nonfederal match of 10% of the total grant amount; and

**WHEREAS**, an application to the State of Washington Department of Transportation, Aviation Division is anticipated to cover 4.5% of the city's required match through Airport Improvement Program; and

**WHEREAS**, the Grant application without WSDOT funding requires a match in the amount of \$13,571, which is available in the Airport Fund, Ending Fund Balance.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Omak that the Mayor is authorized to submit the Application for Federal Assistance in the form attached hereto as Exhibit "A," including all assurances contained therein and to accept the grant and act as the Official Representative in connection with the Application.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED:

\_\_\_\_\_  
Cindy Gagne, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael Howe, City Attorney

## **AIP Development Application Checklist**

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)
14. SF5100-135 Sponsor Certification for Conflict of Interest
15. SF5100-145 Title VI Pre-Award Sponsor Checklist

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

Preapplication

Application

Changed/Corrected Application

\*2. Type of Application

New

Continuation

Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name:

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

\*c. UEI:

**d. Address:**

\*Street 1: \_\_\_\_\_

Street 2: \_\_\_\_\_

\*City: \_\_\_\_\_

County/Parish: \_\_\_\_\_

\*State: Province: \_\_\_\_\_

\*Country: \_\_\_\_\_

\*Zip / Postal Code \_\_\_\_\_

**e. Organizational Unit:**

Department Name: \_\_\_\_\_

Division Name: \_\_\_\_\_

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

Prefix: \_\_\_\_\_

\*First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_

Title: \_\_\_\_\_

Organizational Affiliation: \_\_\_\_\_

\*Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\*Email: \_\_\_\_\_



**Application for Federal Assistance SF-424**

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

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

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

**11. Catalog of Federal Domestic Assistance Number:**

\_\_\_\_\_

CFDA Title:

\_\_\_\_\_

**\*12. Funding Opportunity Number:**

\_\_\_\_\_

\*Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

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

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

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant:

\*b. Program/Project:

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

**17. Proposed Project:**

\*a. Start Date:

\*b. End Date:

**18. Estimated Funding (\$):**

\*a. Federal \_\_\_\_\_  
\*b. Applicant \_\_\_\_\_  
\*c. State \_\_\_\_\_  
\*d. Local \_\_\_\_\_  
\*e. Other \_\_\_\_\_  
\*f. Program Income \_\_\_\_\_  
\*g. TOTAL \_\_\_\_\_

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

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

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes      No

If "Yes", explain:

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

\*\* I AGREE

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

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_  
Middle Name: \_\_\_\_\_  
\*Last Name: \_\_\_\_\_  
Suffix: \_\_\_\_\_

\*Title:

\*Telephone Number:

Fax Number:

\* Email:

\*Signature of Authorized Representative:

\*Date Signed:



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

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **Paperwork Reduction Act Burden Statement**

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

### **INSTRUCTIONS FOR FORM 5100-100**

#### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

#### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

##### **SECTION A. STATUTORY CONDITIONS**

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

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

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

#### **SECTION B. CERTIFICATION REGARDING LOBBYING**

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

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

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_/\_\_/\_\_ originally filed with AIP Project ###.*”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** - Indicate the amount of the Grantee's share (from Section D).

**Line 21** - Indicate the amount of other shares (from Section D)

**Line 22** - Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

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

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.



## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> 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
<b>Item 3.</b> 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
<b>Item 4.</b> 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
<b>Item 5.</b> 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.  <div style="margin-left: 20px;">                     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                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     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).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

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

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

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

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

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

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

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

**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:

**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:

**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.

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

**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)).

**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.

**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.

**PART II – SECTION C (Continued)**

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

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

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]

(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]

---

<sup>1</sup> 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:
2. Functional or Other Breakout:

**SECTION B – CALCULATION OF FEDERAL GRANT**

<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
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			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

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

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

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
*(Suggested Format)*

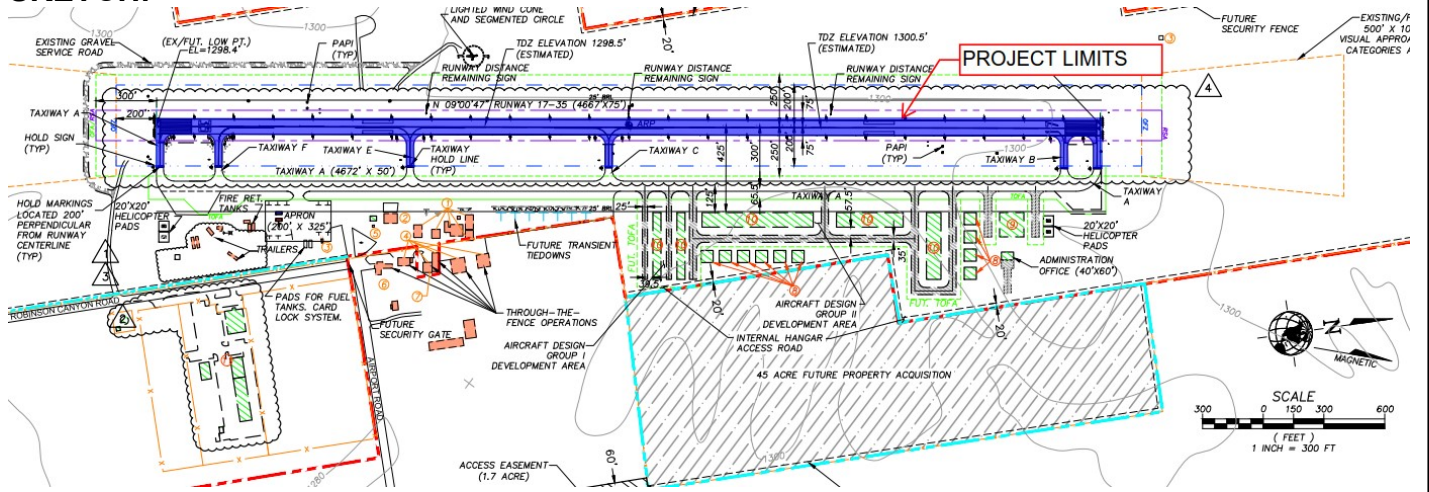
<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)

# CIP/PREAPPLICATION DATA SHEET

**AIRPORT:** OMK-Omak Municipal Airport      **LOCAL PRIORITY:** \_\_\_\_\_      **UPDATED:** \_\_\_\_\_

**WORK ITEM:** 2025 Runway Pavement Maintenance

**SKETCH:**



Project limits shown in blue.

**JUSTIFICATION:** This project will be pavement maintenance of the runway and connectors. The pavement maintenance will include crack seal, seal coat and re-marking on these pavements. The last maintenance of these pavements occurred in 2017. The PCI of the pavement is 71 (2018).

**SPONSOR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COST ESTIMATE:** \$270,000 FAA Item (Excavation, Paving, etc.) \_\_\_\_\_

<b>ADMINISTRATION:</b>	\$ 5,000	1:	\$	4	\$
<b>ENGINEERING:</b>	\$ 20,000	2: <b>CONST ADMIN</b>	\$ 30,000	5	\$
<b>CONSTRUCTION:</b>	\$ 245,000	3:	\$	<b>TOTAL:</b>	\$ <b>300,000</b>

**ADO USE:**

**PREAPP NO:** \_\_\_\_\_ **GRANT NO:** \_\_\_\_\_ **NPIAS CODE:** \_\_\_\_\_ **WORK CODE:** \_\_\_\_\_ **FAA PRIOR:** \_\_\_\_\_ **FED \$270,000**



## STANDARD DOT TITLE VI ASSURANCES

City of Omak(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** \_\_\_\_\_

\_\_\_\_\_  
**(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:**     Omak Airport (OMK)    

**LOCATION:**     Omak, Washington    

**AIP PROJECT NO.:**     3-53-0042-017-2025    

**STATEMENTS APPLICABLE TO THIS PROJECT**     OMK Runway 17/35 Pavement Maintenance    

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near the Omak 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 Omak 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:** \_\_\_\_\_

**SPONSORING AGENCY:** \_\_\_\_\_

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

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

## **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

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



**FAA  
Airports**

## **ASSURANCES AIRPORT SPONSORS**

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### **A. General.**

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

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

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

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

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

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

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

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

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

### **C. Sponsor Certification.**

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

#### **1. General Federal Requirements**

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

#### **FEDERAL LEGISLATION**

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



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

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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

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

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

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

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

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

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

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

## **SPECIFIC ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Public Hearings.**

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

## **10. Metropolitan Planning Organization.**

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

## **11. Pavement Preventive Maintenance-Management.**

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

## **12. Terminal Development Prerequisites.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **18. Planning Projects.**

In carrying out planning projects:

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

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

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

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

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

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

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

## **21. Compatible Land Use.**

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

## **22. Economic Nondiscrimination.**

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



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

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

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

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

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

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

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

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

## **25. Airport Revenues.**

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

## **26. Reports and Inspections.**

It will:

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

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

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

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

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

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

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

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

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

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

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

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

## **30. Civil Rights.**

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

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

c. Duration.

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

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

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

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

e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

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

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

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

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

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

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

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

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

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

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

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of 1/7/2025.

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

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

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

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

#### **37. Disadvantaged Business Enterprises.**

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

#### **38. Hangar Construction.**

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



### **39. Competitive Access.**

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



**FAA  
Airports**

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

Updated: 11/17/2022

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

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

<b>NUMBER</b>	<b>TITLE</b>
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

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

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

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

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

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

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

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



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

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

### **Paperwork Reduction Act Statement**

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



## Selection of Consultants Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

### Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes    No    N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes    No    N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes    No    N/A



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

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

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

Yes      No      N/A

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

Yes      No      N/A

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

### **Sponsor's Certification**

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

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

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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



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

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

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

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### 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/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

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

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

Yes      No      N/A

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

Yes      No      N/A

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

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

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

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

Yes No N/A

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

Yes No N/A

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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



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

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

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



## Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### 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](http://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
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2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

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

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

Yes      No      N/A

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

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

Yes      No      N/A

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

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

Yes      No      N/A

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

Yes      No      N/A

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

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

Yes      No      N/A

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

Yes      No      N/A

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

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

Yes      No      N/A

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

**Sponsor's Certification**

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

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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



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

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

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

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### 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              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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



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

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

### **Paperwork Reduction Act Burden Statement**

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





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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### 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:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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



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

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

### **Paperwork Reduction Act Statement**

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



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

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Sponsor:

Airport:

Project Number:

Description of Work:

### 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





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

## **FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing and reviewing the collection of information.

All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524

### **Instructions for Form 5100-145, FAA Title VI Pre-Grant Award Checklist**

This Checklist must be completed and submitted by the sponsor as a part of each FAA grant application.

"Yes" responses mean that the sponsor is currently in compliance or has a corrective action plan approved by the FAA Office of Civil Rights (FAA) to come into compliance. "No" responses mean there is a potential compliance issue. Compliance issues will be brought to the attention of the FAA to determine if corrective actions are necessary. If there are any questions, please contact [ACR-4-TitleVI@faa.gov](mailto:ACR-4-TitleVI@faa.gov).

References to "Title VI" in this checklist include Title VI of the Civil Rights Act of 1964 and related authorities that expand or clarify nondiscrimination protections in FAA assisted programs, identified in [FAA Order 1400.11](#)

[[https://www.faa.gov/regulations\\_policies/orders\\_notices/index.cfm/go/document.current/documentNumber/1400.11](https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1400.11)].

## FAA Title VI Pre-Grant Award Checklist

### Submission information

Submission date (Pick a date):

Name of airport sponsor:

Submitter's name:

Title:

Phone number:

### Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has **both** a Title VI\* Plan and a Community Participation Plan, **both** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on [DOT Order 1000.12C, Ch. II, Secs. 3 and 4](https://www.transportation.gov/mission/us-department-transportation-title-vi-program)  
[https://www.transportation.gov/mission/us-department-transportation-title-vi-program].



Criterion	Notes	Response	Comments
<p><b>1.1</b> The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.</p>	<p>Sponsors must develop and adopt a Title VI Plan that outlines the recipient’s measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old.</p> <p>If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.</p>	<p>Yes No</p>	
<p><b>1.2</b> The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.</p>	<p>Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j).</p> <p>If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.</p>	<p>Yes No</p>	

If the answers to 1.1 and 1.2 above are both “Yes,” do *not* complete Sections 2 and 3.

## Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
<p><b>2.1</b> The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.</p>	<p>At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data.</p> <p><a href="http://www.epa.gov/ejscreen">EJScreen</a> [www.epa.gov/ejscreen] is a useful resource for assessing project areas.</p>	<p>Yes</p> <p>No</p>	
<p><b>2.2</b> The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.</p>	<p>In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p><b>2.3</b> The sponsor has, on file, demographic information for their staff.</p>	<p>In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c).</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes No</p>	
<p><b>2.4</b> The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).</p>	<p>Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes No</p>	

### Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
<p><b>3.1</b> The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.</p>	<p>Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).</p> <p>See <a href="http://www.justice.gov/crt/fcs/TitleVI">Title VI of the Civil Rights Act of 1964</a> [www.justice.gov/crt/fcs/TitleVI];</p> <p><a href="http://www.ecfr.gov">49 CFR part 21</a> [www.ecfr.gov]</p> <p><a href="http://www.transportation.gov/transportation-policy/environmental-justice">DOT Order on Environmental Justice</a> [www.transportation.gov/transportation-policy/environmental-justice]</p>	<p>Yes</p> <p>No</p>	
<p><b>3.2</b> The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.</p>	<p>Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p><b>3.3</b> The sponsor has performed a “Four-Factor” LEP analysis for the sponsor’s programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.</p>	<p>A “Yes” response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to LEP Persons (70 FR 74087, December 14, 2005).</p> <p>See <a href="https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance">DOT’s LEP Guidance</a> [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].</p>	<p>Yes No</p>	
<p><b>3.4</b> If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities.</p> <p>If the sponsor is <b>not</b> an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.</p>	<p>For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at <a href="https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/">Airport Civil Rights Program – National Airport Policy and Compliance</a> [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/].</p> <p>If applicant is not an airport, the method used to inform the public must be ongoing and documented.</p>	<p>Yes No</p>	

Criterion	Notes	Response	Comments
<p><b>3.5</b> The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and</p> <p>(2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.</p>	<p>To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087.</p> <p>Please <b>skip</b> this question if the sponsor has an FAA-approved community participation plan.</p>	<p>Yes</p> <p>No</p>	
<p><b>3.6</b> Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to <a href="mailto:ACR-4-TitleVI@faa.gov">ACR-4-TitleVI@faa.gov</a>, with receipt acknowledged.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies.</p> <p>See <a href="#">Appendix C to 49 CFR 21, Sub-part (b)(3)</a> [available through <a href="http://www.ecfr.gov">www.ecfr.gov</a>].</p> <p>"Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p><b>3.7</b> Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to <a href="mailto:ACR-4-TitleVI@faa.gov">ACR-4-TitleVI@faa.gov</a>, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies.</p> <p>See <a href="#">Appendix C to 49 CFR 21, Sub-part (b)(3)</a> [available through <a href="http://www.ecfr.gov">www.ecfr.gov</a>].</p>	<p>Yes</p> <p>No</p>	
<p><b>3.8</b> Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.</p>	<p>The information should be included in narrative fields of the pending application.</p>	<p>Yes</p> <p>No</p>	

## **MEMORANDUM**

**TO: Mayor Gagné  
Omak City Council**

**From: Jeremy Patrick, Fire Chief**

**Subject: Resolution 09-2025 Interagency Data Sharing Agreement**

**Date: January 21, 2025**

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Resolution 09-2025. This is an interagency agreement with City of Omak, City of Okanogan, Okanogan County Fire District #3, and Okanogan County Communications Center.

This agreement is for approval of CAD interface for Fire Reporting software and responder applications. This will allow for dispatch information to be automatically uploaded to Fire reporting software as dispatch receives and inputs information into their CAD system. Very Similar to ISpyFire App.

I strongly encourage its approval.



**RESOLUTION NO. 09-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN INTERLOCAL SERVICE AGREEMENT FOR DATA SHARING BETWEEN THE CITY OF OMAK, OKANOGAN COUNTY SHERIFF'S OFFICE, OKANOGAN COUNTY FIRE PROTECTION DISTRICT NO. 3 AND THE CITY OF OKANOGAN**

**THE CITY COUNCIL OF THE CITY OF OMAK**, Washington do hereby resolve that the Interlocal Service Agreement for Data Sharing attached hereto between the Okanogan County Fire Protection District No. 3, the City of Okanogan and the City of Omak, a municipal corporation, is hereby approve and the Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY;

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

# INTERAGENCY DATA SHARING AGREEMENT

Between

Okanogan County Sheriff's Office - Dispatch

And

Okanogan County Fire Protection District #3, City of Omak, City of Okanogan

This Interagency Data Sharing Agreement (DSA) is entered into by and between Okanogan County Sheriff's Office - Dispatch hereinafter referred to as "COUNTY", Okanogan County Fire Protection District #3, hereinafter referred to as "DISTRICT", City of Omak, hereinafter referred to as "Omak" and City of Okanogan hereinafter referred to as "Okanogan" collectively Omak, Okanogan and the District hereinafter are collectively referred to as "O.O.D." pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

WHEREAS, Chapter 39.34.080 RCW authorizes governmental entities to enter into agreements for the joint and cooperative exercise of their respective authorities; and

WHEREAS, Chapter 39.34.240 RCW requires public agencies to enter into a written agreement that conforms to the policies of the Office of Cybersecurity when a public agency requests Category 3 or higher data (as defined in policy established in accordance with Chapter 43.105.054 RCW) from another public agency; and

WHEREAS, O.O.D. has requested and is receiving Category 3 or higher data from County through a secure connection or secure file transfer; and

WHEREAS, O.O.D. and County desire to enter into this Agreement to comply with the provisions of Chapter 39.34.240 RCW and the policies of Okanogan County.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, O.O.D. and County agree as follows:

## 1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the County to exchange data with O.O.D.'s First Due software application and O.O.D. to share data with the County. This agreement is entered into between County and O.O.D. to ensure compliance with legal requirements, RCW 39.34.240, Chapter 42.56 RCW, and county policy 9.4 Computer and Electronic Communications Policy) in the handling of shared data.

## 2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Access" refers to rights granted to O.O.D. employees to directly connect to County systems or receive data from networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations or electronic devices.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or O.O.D. managed systems or County managed systems or approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. The Data that is the subject of this DSA is classified as indicated below:

Category 1 – Public Information Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems;

Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3. PERIOD OF AGREEMENT

This agreement shall begin on the date of execution and renews annually, unless terminated as provided herein.

4. JUSTIFICATION FOR DATA SHARING

O.O.D. is the fire protection agency of jurisdiction in a portion of Okanogan County and County operates the 911 public safety answering point (PSAP) dispatch center and is the custodian of the dispatch database.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes the county's computer aided dispatch (CAD) database containing call for service (CAD call) data valuable to supporting O.O.D. fire response activities and additional data points relative to an agency response to calls for service. Specific data requests will be limited to information needed for O.O.D.'s response to calls for service and completion of required reports.

6. DATA TRANSMISSION

Transmission of data between County and O.O.D. will use a secure method that is commensurate to the sensitivity of the data being transmitted.

7. DATA STORAGE AND HANDLING REQUIREMENTS

County and O.O.D. will notify each other if they are providing confidential data. All confidential data provided by County will be stored with access limited to the least number of O.O.D. staff needed to complete the purpose of the DSA.

8. INTENDED USE OF DATA

The O.O.D. will utilize the County's CAD call data to support O.O.D.'s official business such as response to calls for service and the efficient completion of required fire incident reporting.

9. CONSTRAINTS ON USE OF DATA

The O.O.D. agrees to strictly limit use of data obtained under this Agreement to the purpose of carrying out the O.O.D.'s call for service response and reporting obligations; use will be limited to active members in good standing. O.O.D. shall not share County data with inactive, honorary, retired or other individuals or entities without a O.O.D. operational requirement to have access.

10. SECURITY OF DATA

O.O.D. shall take due care and take reasonable precautions to protect County's data from unauthorized physical and electronic access. O.O.D. complies with the requirements of the county policy 9.4 Computer and Electronic Communications Policy, policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

11. NON-DISCLOSURE OF DATA

O.O.D. staff and members shall not disclose, in whole or in part, the confidential data provided by County to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the County's confidential data, O.O.D. will notify the County prior to release of any nonexempt data.

- a. O.O.D. shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by County.
- c. The O.O.D. shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

County staff shall not disclose, in whole or in part, the confidential data provided by O.O.D. to any individual or agency, unless this Agreement specifically authorizes the disclosure.

Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the O.O.D.'s data, County will notify the O.O.D. prior to release of any nonexempt data.

- a. County shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by O.O.D..
- c. The County shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

## 12. DATA DISPOSAL

Upon request by the O.O.D. or County, or at the end of the DSA term, or when no longer needed, Confidential Data must be returned or destroyed, except as required to be maintained for compliance purposes.

## 13. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the County's Chief Deputy of Communications.

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information O.O.D. or County reasonably requests.

## 14. OVERSIGHT

The O.O.D. and County agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

## 15. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's contact as listed in section 18. However, once data is accessed by the O.O.D. or County, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

## 16. AWARENESS AND TRAINING

O.O.D. and the County shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of county policy 9.4 Computer and Electronic Communications Policy, RCW 39.34.240 and RCW 42.56.590. O.O.D. will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

17. CHOICE OF LAW, DISPUTE RESOLUTION, VENUE, JURISDICTION

This Agreement shall be governed by the laws of the State of Washington.

The parties agree that in the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If the parties are unable to reach a resolution, venue shall be only in the court of competent jurisdiction in Okanogan County. Each party hereby consents to the personal jurisdiction of the courts of the State of Washington, County of Okanogan. Each party shall pay for their costs and attorney's fees.

This section shall survive the expiration or termination of this Agreement.

18. NOTICE

All communications regarding this Agreement shall be sent in writing to the parties at the addresses or emails listed below. Any written notice shall become effective on delivery, but in any event on 3 calendar days after the date of mailing by registered or certified mail.

Okanogan Fire Protection District #3  
Fire Chief  
Matt Rawson  
Phone: 509-322-1152  
Email: fire332@gmail.com

City of Omak  
Fire Chief  
Jeremy Patrick  
Phone: 509-846-5337  
Email: fire51@omakcity.com

City of Okanogan  
Fire Chief  
Brad Armstrong  
Phone: 509-322-2463  
Email: fire41@okanogancity.com

Okanogan County  
Chief Deputy of Communications  
Mike Worden  
509-422-7204  
[mworden@co.okanogan.wa.us](mailto:mworden@co.okanogan.wa.us)



DATED at Okanogan, Washington this \_\_\_\_ day of \_\_\_\_\_ 2025.

BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON

ATTEST:

\_\_\_\_\_  
Laleña Johns, Clerk of the Board

\_\_\_\_\_  
Jon Neal, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Andy Hover, Member

\_\_\_\_\_  
Esther Milner, Civil Deputy PA

\_\_\_\_\_  
Nick Timm, Member



## MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** Todd McDaniel, City Administrator

**Date:** January 21, 2025

**Subject:** Resolution 10-2025 – Amending Fee Schedule Parks and Room Fees

---

The attached Resolution No. 10-2025, Amending The 2025 Fee Schedule to Include Fees and Charges For Park and Room Scheduling and USE, is forwarded for your consideration.

The City routinely reserves time for use of its conference rooms and park facilities. The demand for use of these facilities has increased over the years, increasing the complexity of the scheduling to fairly allocate time for the competing users.

Past practice, except for the school, has been to put the burden on the users to work out a plan that fairly distributes the use of the fields among the interested parties. Increasing use and competing leagues have resulted in less than favorable outcomes during the scheduling process. Many of the scheduling requests are blanket requests that reserve the fields whether they are intended to be used or not. This type of scheduling prevents other leagues or users from making use of the facilities when they are idle.

Many of the facilities that exist within our parks were constructed by volunteers and donated funds. Many of these facilities have not had adequate maintenance or have outlived their useful life. The park users would like the City to play a stronger role in the maintenance and repair of these facilities and make additional improvements to accommodate more activities.

Public Works currently maintains an online reservation system for the RV park and Shelters. This program could be extended to include other recreational facilities. Fees for use would reduce the tendencies of the users to overbook the facilities and provide additional revenues for repairs, maintenance, and improvements.

I support this resolution and urge its adoption.

**RESOLUTION NO. 10-2025**

**A RESOLUTION OF THE CITY OF OMAK AMENDING THE 2025 FEE SCHEDULE TO INCLUDE FEES AND CHARGES FOR PARK AND ROOM SCHEDULING AND USE**

**WHEREAS**, the 2025 fee schedule was approved by resolution 06-2025; and

**WHEREAS**, the city routinely schedules and reserves city owned facilities; and

**WHEREAS**, demand for the use of these facilities requires complex scheduling to accommodate the needs of the various users; and

**WHEREAS**, increased use of the facilities directly impacts their operating and maintenance costs. The public has emphasized the need for improvements and additions to the existing park facilities; and

**WHEREAS**, an online reservation platform and associated fees has been identified to improve scheduling efficiencies, maximizing use of facilities for both sanctioned and private activities, and provide additional funding for maintenance and improvements of these facilities.

**NOW, THEREFORE BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, do hereby amend the City of Omak 2025 Fee Schedule to include fees and charges for park and room scheduling, attached hereto as "Exhibit A":

**Section 1.** The Fees and Charges for Park and Room Scheduling, as attached to this Resolution, will be effective February 1, 2025 and remain in effect until amended or repealed by action of the Omak City Council.

**Section 2.** All other rates found in the City of Omak Fee Schedule will remain the same until amended by action of the Omak City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

**2025 Fee Schedule, City of Omak  
Park Use & Room Use Fees  
Resolution**

**2025**

**BASEBALL & SOCCER FIELD USE CHARGE (City Does Not Provide Field Preparation)**

<b>a) Tournaments: List Price is for Each Day of the Tournament - <u>Adult</u> Participants (Over 17 Years of age)</b>	
1) Per Field   Per Day	\$150.00
<b>b) Tournaments: List Price is for Each Day of the Tournament - <u>Youth</u> Participants (Under 17 Years of age)</b>	
1) Per Field   Per Day	\$100.00
<b>c) League: (City Does Not Provide Field Preparation)</b>	
1) Adult League Fees   Per Season   Per Team in League	\$125.00
2) Youth League   Per Season   Per Team in League	\$75.00
<b>d) Practice (Personal Practice for Public Use)</b>	
1) Practice   Per Reservation	\$10.00
<b>e) School District Fee (School District Teams Have Priority in Field Use)</b>	
1) Per Sport	\$1,500.00

**CONSESSION STAND RENTAL**

<b>a) Tournaments</b>	
1) Adult   Per Day	\$100.00
2) Youth   Per Day	\$75.00
<b>b) League</b>	
1) Adult   Per Season	\$200.00
2) Youth   Per Season	\$100.00

**PARK SHELTERS (Shelter Fees Include any Shelter in any Park)**

a) Shelter Fees   Per 3 Hour Block	\$10.00
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**CITY HALL MEETING ROOM RESERVATION FEES (Meeting Rooms Include Use of Audio/Visual Electronics)**

a) Council Chambers   Per Hour	\$80.00
b) Large Conference Room   Per Hour	\$40.00