

Board of Airport Commissioners
Tuesday, July 12, 2022 12:00 PM
Council Chambers
2500 14 Street
Columbus, NE 68601

The Mayor and City Council reserve the right to go into closed session as per Section 84-1410 of the Nebraska Revised Statutes. A current agenda is on file at the office of the city clerk at City Hall, 2424 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at www.columbusne.us.

1. **Statement of Compliance with Open Meetings Act and roll call.**
2. **Minutes of May 10, 2022, meeting.**

COLUMBUS BOARD OF AIRPORT COMMISSIONERS MEETING
May 10, 2022

A meeting of the Columbus Board of Airport Commissioners of the City of Columbus, Nebraska, was convened in open and public session on May 10, 2022, at 12:06 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on April 27, 2022. Availability of the agenda was communicated in the advance notice and in the notice to the members of the Columbus Board of Airport Commissioners. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

Chair Cruise announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Members Robert Cruise, Brian Kenwood, and Brad Keyes. Members Keith Harbour and Dennis Worden were absent. City staff members included Airport Managers Keith Schademann and Aaron Diedrichs, Equipment Operator II Donn Olson, and Assistant City Clerk Robin Efta

MINUTES: The minutes of the March 8, 2022, Board of Airport Commissioners meeting were approved as presented with a motion by Kenwood and a second by Keyes. Cruise, Kenwood, and Keyes voted "Aye" and none voted "Nay". Harbour and Worden were absent.

FINANCIAL REPORT: The financial reports for March and April 2022 were accepted as presented with a motion by Keyes and a second by Kenwood. Cruise, Kenwood, and Keyes voted "Aye" and none voted "Nay". Harbour and Worden were absent.

Aaron Diedrichs introduced himself as the new airport manager.

PROPOSED BUDGET FOR FISCAL YEAR 2022-2023: Schademann reviewed the operating budget report and capital improvement items. Keyes stated that he had contacted Anna Lannin with the Nebraska Department of Transportation, Aeronautics Division, concerning self-fueling and was informed that grant funding or a zero percent interest fuel improvement program loan is available and since there is current funding for the t-hangars, the city would need to wait to apply or change priorities for the funds. Diedrichs stated he will follow-up with Lannin regarding the funding for self-fueling. The proposed budget was approved with a motion by Kenwood and a second by Keyes. Cruise, Kenwood, and Keyes voted "Aye" and none voted "Nay". Harbour and Worden were absent.

The meeting adjourned at 12:37 p.m.

OFFICE OF THE CITY CLERK
: Robin Efta

3. Financial reports for May and June 2022.

Fund 205 AIRPORT

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
205-000-10100	FUND CASH	36,845.89	36,845.89
205-000-10101	FUND CASH - PINNACLE BANK	5,621.03	32,428.23
205-000-10115	DEPOSITS	400.00	300.00
205-000-10300	INVESTMENTS-CURRENT	828,231.17	828,428.37
205-000-11500	ACCOUNTS RECEIVABLE	6,324.98	7,088.18
205-000-16200	LAND	3,290,962.08	3,290,962.08
205-000-16300	BUILDING AND LAND IMPROVEMENTS	7,468,819.98	7,468,819.98
205-000-16400	MACHINERY AND EQUIPMENT	324,131.14	324,131.14
205-000-16450	VEHICLES	61,658.74	61,658.74
205-000-16600	ACCUMULATED DEPRECIATION	(5,093,359.51)	(5,093,359.51)
Total Assets		6,929,635.50	6,957,303.10
*** Liabilities ***			
205-000-20100	ACCOUNTS PAYABLE	24,240.20	0.00
205-000-20400	ACCRUED EXPENSES	16,202.47	0.00
205-000-22301	DEPOSITS PAYABLE	400.00	300.00
Total Liabilities		40,842.67	300.00
*** Fund Balance ***			
205-000-26000	FUND BALANCE	(81,242.68)	(81,242.68)
205-000-26100	CAP ASSETS NET OF DEBT	6,970,035.51	6,970,035.51
Total Fund Balance		6,888,792.83	6,888,792.83
Beginning Fund Balance			6,888,792.83
Net of Revenues VS Expenditures			68,210.27
Ending Fund Balance			6,957,003.10
Total Liabilities And Fund Balance			6,957,303.10

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR
			ORIGINAL BUDGET	05/31/2022 (ABNORMAL)	MONTH 05/31/2022 INCREASE (DECREASE)
Fund 205 - AIRPORT					
Dept 205 - AIRPORT					
Revenues					
Account Type: Revenue					
205-205-43102	FEDERAL GRANTS		0.00	32,000.00	0.00
205-205-44150	FUEL		6,000.00	3,485.03	434.35
205-205-45310	BUILDING RENTALS		65,000.00	68,824.10	7,017.00
205-205-45315	AIRPORT FBO RENT		21,820.00	14,544.00	1,818.00
205-205-45325	LAND RENTALS		47,540.00	45,020.50	23,153.40
205-205-45327	AIRPORT LEASED LAND		12,350.00	13,219.00	1,456.00
205-205-46100	INTEREST		7,800.00	1,566.11	270.65
Total Revenue:			160,510.00	178,658.74	34,149.40
Account Type: Transfers-In					
205-205-49100	TRANSFERS IN		140,000.00	93,333.36	11,666.67
205-205-49100-22024	TRANSFERS IN	AERIAL APPLICATOR PLAN UPDATE	30,000.00	0.00	0.00
205-205-49100-22025	TRANSFERS IN	HANGAR 1406 REPAIR	30,000.00	0.00	0.00
Total Transfers-In:			200,000.00	93,333.36	11,666.67
TOTAL REVENUES			360,510.00	271,992.10	45,816.07
Expenditures					
Account Type: Expenditure					
205-205-51100	SALARIES AND WAGES		142,270.00	89,412.17	29,210.60
205-205-51200	OVERTIME		3,480.00	633.76	155.20
205-205-51300	TEMPORARY AND SEASONAL		7,300.00	1,201.00	550.00
205-205-52100	SOCIAL SECURITY		11,710.00	7,553.18	2,210.40
205-205-52200	GROUP INSURANCE		47,500.00	32,830.01	4,102.42
205-205-52300	RETIREMENT		8,500.00	6,349.76	1,736.74
205-205-52600	WORKERS' COMPENSATION		2,200.00	1,810.00	0.00
205-205-52700	TRAINING AND TUITION		2,000.00	516.86	0.00
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION		500.00	2,374.69	261.50
205-205-53200	PROFESSIONAL SERVICES		500.00	0.00	0.00
205-205-53400	COMPUTER SUPPORT/MAINT		1,000.00	0.00	0.00
205-205-53520	CONTRACT SERVICES		5,000.00	1,440.00	0.00
205-205-54310	BUILDING MAINTENANCE		4,000.00	628.80	0.00
205-205-54320	EQUIPMENT MAINTENANCE		14,000.00	5,005.21	610.63
205-205-54330	VEHICLE MAINTENANCE		5,540.00	1,902.41	227.95
205-205-54440	RUNWAY MAINTENANCE		35,000.00	2,099.89	0.00
205-205-54470	FSS BUILDING MAINTENANCE		2,000.00	815.94	0.00
205-205-54480	HANGAR MAINTENANCE		7,000.00	2,022.74	0.00
205-205-54520	EQUIPMENT RENTAL/PURCHASE		500.00	0.00	0.00
205-205-55200	INSURANCE		15,000.00	17,638.16	0.00
205-205-55400	ADVERTISING AND PROMOTION		2,000.00	350.00	0.00
205-205-55900	MISCELLANEOUS		100.00	262.65	0.00
205-205-55930	REFUNDS		0.00	100.00	0.00
205-205-56010	SUPPLIES		7,050.00	4,225.30	395.56
205-205-56020	OFFICE SUPPLIES		480.00	410.82	157.85
205-205-56030	CLEANING SUPPLIES/SERVICE		8,500.00	3,635.00	727.00
205-205-56040	POSTAGE AND FREIGHT		120.00	0.00	0.00
205-205-56050	FUEL		8,590.00	1,827.47	0.00
205-205-56070	FERTILIZER		2,000.00	1,700.02	0.00
205-205-56090	SMALL TOOLS		1,000.00	108.58	0.00
205-205-56190	PERSONAL PROTECTIVE SUPP		1,000.00	117.31	0.00
205-205-56210	NATURAL GAS		1,500.00	0.00	0.00
205-205-56220	ELECTRICITY		15,000.00	8,774.43	993.07
205-205-56230	WATER AND SEWER		1,000.00	188.50	26.54

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 05/31/2022	ACTIVITY FOR MONTH 05/31/2022
				(ABNORMAL) INCREASE	(DECREASE)
Fund 205 - AIRPORT					
Expenditures					
205-205-56240	TELEPHONE		2,110.00	1,660.05	306.70
205-205-56250	REFUSE		500.00	11.04	0.00
205-205-56260	UTILITIES - FSS BUILDING		8,500.00	6,176.08	589.84
205-205-56650	MEMBERSHIP DUES		320.00	0.00	0.00
205-205-57200-22024	CAPITAL-LAND & BUILDINGS	AERIAL APPLICATOR PLAN UPDATE	30,000.00	0.00	0.00
205-205-57200-22025	CAPITAL-LAND & BUILDINGS	HANGAR 1406 REPAIR	30,000.00	0.00	0.00
Total Expenditure:			434,770.00	203,781.83	42,262.00
TOTAL EXPENDITURES			434,770.00	203,781.83	42,262.00
Net - Dept 205 - AIRPORT			(74,260.00)	68,210.27	3,554.07
TOTAL REVENUES			360,510.00	271,992.10	45,816.07
TOTAL EXPENDITURES			434,770.00	203,781.83	42,262.00
NET OF REVENUES & EXPENDITURES			(74,260.00)	68,210.27	3,554.07
TOTAL REVENUES - ALL FUNDS			360,510.00	271,992.10	45,816.07
TOTAL EXPENDITURES - ALL FUNDS			434,770.00	203,781.83	42,262.00
NET OF REVENUES & EXPENDITURES			(74,260.00)	68,210.27	3,554.07

Fund 205 AIRPORT

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
205-000-10100	FUND CASH	36,845.89	36,845.89
205-000-10101	FUND CASH - PINNACLE BANK	5,621.03	22,569.58
205-000-10115	DEPOSITS	400.00	300.00
205-000-10300	INVESTMENTS-CURRENT	828,231.17	828,428.37
205-000-11500	ACCOUNTS RECEIVABLE	6,324.98	5,270.28
205-000-16200	LAND	3,290,962.08	3,290,962.08
205-000-16300	BUILDING AND LAND IMPROVEMENTS	7,468,819.98	7,468,819.98
205-000-16400	MACHINERY AND EQUIPMENT	324,131.14	324,131.14
205-000-16450	VEHICLES	61,658.74	61,658.74
205-000-16600	ACCUMULATED DEPRECIATION	(5,093,359.51)	(5,093,359.51)
Total Assets		6,929,635.50	6,945,626.55
*** Liabilities ***			
205-000-20100	ACCOUNTS PAYABLE	24,240.20	0.00
205-000-20400	ACCRUED EXPENSES	16,202.47	0.00
205-000-22301	DEPOSITS PAYABLE	400.00	300.00
Total Liabilities		40,842.67	300.00
*** Fund Balance ***			
205-000-26000	FUND BALANCE	(81,242.68)	(81,242.68)
205-000-26100	CAP ASSETS NET OF DEBT	6,970,035.51	6,970,035.51
Total Fund Balance		6,888,792.83	6,888,792.83
Beginning Fund Balance			6,888,792.83
Net of Revenues VS Expenditures			56,533.72
Ending Fund Balance			6,945,326.55
Total Liabilities And Fund Balance			6,945,626.55

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 06/30/2022 (NORMAL (ABNORMAL))	ACTIVITY FOR MONTH 06/30/2022 INCREASE (DECREASE)
Fund 205 - AIRPORT					
Dept 205 - AIRPORT					
Revenues					
Account Type: Revenue					
205-205-43102	FEDERAL GRANTS		0.00	32,000.00	0.00
205-205-44150	FUEL		6,000.00	3,937.31	452.28
205-205-45310	BUILDING RENTALS		65,000.00	76,066.10	7,242.00
205-205-45315	AIRPORT FBO RENT		21,820.00	16,362.00	1,818.00
205-205-45325	LAND RENTALS		47,540.00	45,020.50	0.00
205-205-45327	AIRPORT LEASED LAND		12,350.00	13,219.00	0.00
205-205-46100	INTEREST		7,800.00	1,566.11	0.00
205-205-48000	MISCELLANEOUS REVENUE		0.00	835.00	835.00
Total Revenue:			160,510.00	189,006.02	10,347.28
Account Type: Transfers-In					
205-205-49100	TRANSFERS IN		140,000.00	93,333.36	0.00
205-205-49100-22024	TRANSFERS IN	AERIAL APPLICATOR PLAN UPDATE	30,000.00	0.00	0.00
205-205-49100-22025	TRANSFERS IN	HANGAR 1406 REPAIR	30,000.00	0.00	0.00
Total Transfers-In:			200,000.00	93,333.36	0.00
TOTAL REVENUES			360,510.00	282,339.38	10,347.28
Expenditures					
Account Type: Expenditure					
205-205-51100	SALARIES AND WAGES		142,270.00	99,501.97	10,089.80
205-205-51200	OVERTIME		3,480.00	647.18	13.42
205-205-51300	TEMPORARY AND SEASONAL		7,300.00	1,913.50	712.50
205-205-52100	SOCIAL SECURITY		11,710.00	8,332.68	779.50
205-205-52200	GROUP INSURANCE		47,500.00	35,766.21	2,936.20
205-205-52300	RETIREMENT		8,500.00	6,865.59	515.83
205-205-52600	WORKERS' COMPENSATION		2,200.00	1,810.00	0.00
205-205-52700	TRAINING AND TUITION		2,000.00	516.86	0.00
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION		500.00	2,636.69	262.00
205-205-53200	PROFESSIONAL SERVICES		500.00	0.00	0.00
205-205-53400	COMPUTER SUPPORT/MAINT		1,000.00	0.00	0.00
205-205-53520	CONTRACT SERVICES		5,000.00	1,440.00	0.00
205-205-54310	BUILDING MAINTENANCE		4,000.00	2,686.73	2,057.93
205-205-54320	EQUIPMENT MAINTENANCE		14,000.00	5,245.98	240.77
205-205-54330	VEHICLE MAINTENANCE		5,540.00	2,019.00	116.59
205-205-54440	RUNWAY MAINTENANCE		35,000.00	2,144.87	44.98
205-205-54470	FSS BUILDING MAINTENANCE		2,000.00	1,871.93	1,055.99
205-205-54480	HANGAR MAINTENANCE		7,000.00	2,022.74	0.00
205-205-54520	EQUIPMENT RENTAL/PURCHASE		500.00	0.00	0.00
205-205-55200	INSURANCE		15,000.00	17,638.16	0.00
205-205-55400	ADVERTISING AND PROMOTION		2,000.00	350.00	0.00
205-205-55900	MISCELLANEOUS		100.00	262.65	0.00
205-205-55930	REFUNDS		0.00	100.00	0.00
205-205-56010	SUPPLIES		7,050.00	4,514.07	288.77
205-205-56020	OFFICE SUPPLIES		480.00	410.82	0.00
205-205-56030	CLEANING SUPPLIES/SERVICE		8,500.00	4,362.00	727.00
205-205-56040	POSTAGE AND FREIGHT		120.00	0.00	0.00
205-205-56050	FUEL		8,590.00	2,489.34	661.87
205-205-56070	FERTILIZER		2,000.00	1,700.02	0.00
205-205-56090	SMALL TOOLS		1,000.00	108.58	0.00
205-205-56190	PERSONAL PROTECTIVE SUPP		1,000.00	117.31	0.00
205-205-56210	NATURAL GAS		1,500.00	0.00	0.00
205-205-56220	ELECTRICITY		15,000.00	9,269.53	495.10

GL NUMBER	DESCRIPTION	PROJECT DESCRIPTION	2021-22 ORIGINAL BUDGET	YTD BALANCE 06/30/2022	ACTIVITY FOR MONTH 06/30/2022
				(NORMAL (ABNORMAL) INCREASE	(DECREASE)
Fund 205 - AIRPORT					
Expenditures					
205-205-56230	WATER AND SEWER		1,000.00	215.72	27.22
205-205-56240	TELEPHONE		2,110.00	1,868.96	208.91
205-205-56250	REFUSE		500.00	11.04	0.00
205-205-56260	UTILITIES - FSS BUILDING		8,500.00	6,965.53	789.45
205-205-56650	MEMBERSHIP DUES		320.00	0.00	0.00
205-205-57200-22024	CAPITAL-LAND & BUILDINGS	AERIAL APPLICATOR PLAN UPDATE	30,000.00	0.00	0.00
205-205-57200-22025	CAPITAL-LAND & BUILDINGS	HANGAR 1406 REPAIR	30,000.00	0.00	0.00
Total Expenditure:			434,770.00	225,805.66	22,023.83
TOTAL EXPENDITURES			434,770.00	225,805.66	22,023.83
Net - Dept 205 - AIRPORT			(74,260.00)	56,533.72	(11,676.55)
TOTAL REVENUES			360,510.00	282,339.38	10,347.28
TOTAL EXPENDITURES			434,770.00	225,805.66	22,023.83
NET OF REVENUES & EXPENDITURES			(74,260.00)	56,533.72	(11,676.55)
TOTAL REVENUES - ALL FUNDS			360,510.00	282,339.38	10,347.28
TOTAL EXPENDITURES - ALL FUNDS			434,770.00	225,805.66	22,023.83
NET OF REVENUES & EXPENDITURES			(74,260.00)	56,533.72	(11,676.55)

4. Update on Airport Layout Plan - Phase 1 and Phase 2.

CONSULTANT AGREEMENT

Airport Project No. 3-31-0019-____
Columbus Municipal Airport (OLU)
Columbus, Nebraska

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of Lincoln, Nebraska, hereinafter called the "Consultant" and the City of Columbus, Nebraska, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. GENERAL:

A. Airport Layout Plan (ALP) Update

The last update to the Airport Layout Plan (ALP) for Columbus Municipal was completed on May 13, 2013. However, since that time there have been only construction as-built updates to the ALP. In general, the City/Airport have initiated the update to the ALP with the following minimum goals and objectives divided into two phases:

Phase 1

1. Update existing drawings to new current design standards.
2. Attention will be given to development within the terminal area layout drawing: existing & future hangar development for both t- and corporate configurations, aerial applicator locations, and ultimate privately owned hangars on leased airport ground.

Phase 2 - to be provided under a separate amendment (NITC)

1. Provide AGIS, a part of Airport Data and Information Portal (ADIP).
2. Provide a summary narrative report, anticipated to be approximately 25 pages. This will include the following:
 - a. Critical Aircraft
 - b. Update data and inventory on existing conditions
 - c. Provide new CADD drawings
 - d. Basis for aeronautical forecasts (share analysis)
 - e. Basis for proposed development
 - f. Rational for unusual design
 - g. Capital Improvement Plan (CIP)
 - h. Forecasts of aviation activity
 - i. Total local and itinerant operations
 - j. Overview of the critical aircraft
 - k. Runway design code

- l. Review requirements for existing crosswind Runway 2/20
 - m. Runway reference code
 - n. Wind coverage
 - o. Obstruction review
3. Address compatible land uses in the vicinity of the Airport including the Runway Protection Zone (RPZ) Risk Assessment.
4. Evaluate the airport's recycling plan following FAA Memorandum dated 9/30/14; a brief discussion will be included in the facility requirements.

The Sponsor agrees to employ the Consultant to provide basic Consultant services for an ALP Phase 1 as described in this Section. This work will consist of the following major items:

1. Project management and coordination. Coordinate with the Sponsor, the Nebraska Department of Transportation Division of Aeronautics (NDOT) and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project.
2. Conduct a project kickoff meeting including the NDOT and the FAA if available. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.
3. Provide 3 alternatives of proposed terminal layouts utilizing the ALP CADD files for background. The Consultant will follow FAA guidelines for ALP updates as shown in Planning Advisory Circulars 150/5070-6 Airport Master Plans and 150/5300-13 Airport Design most current version as of the date of this agreement. Current and ultimate critical aircraft will be utilized with the development of the update. The FAA ALP checklist will be followed current as of the date of this agreement.

This task will include the following:

- a. T-hangars
 - b. Corporate hangars
 - c. Shop hangars
 - d. Aerial applicator locations
 - e. Include building heights for all buildings within the terminal area
 - f. Show electrical vault building
 - g. Show runway object free and safety areas
 - h. Show Part 77 airspace requirements
 - i. Apron layouts
 - j. Taxiway and taxilane locations
 - k. Fixed based operator locations
 - l. Fuel facility locations
 - m. Tie-down locations
 - n. Access roads
 - o. Auto parking
 - p. Provide layouts for ultimate privately owned hangars on leased airport ground
4. Present the preliminary results and recommendations for each alternative at meetings at the Sponsors location and via teleconference with the FAA and NDOT if available.

5. Submit for review and approval to Sponsor, FAA, and NDOT.
6. Review and address comments from Sponsor, FAA, and NDOT.
7. Four meetings are included in this project scope at the airport, and they are:
 - a. Kick off meeting
 - b. Develop & present alternatives
 - c. Present final alternatives
 - d. Reserved for City Council if required
8. Complete the project within 90 days of this agreement unless there are circumstances that come up during the project beyond the control of the Consultant causing adjustments to the schedules. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred.
9. Deliverables include electronic pdf copies of the updated ALP drawings and the supporting report for this project and 10 hard copies of all documents.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. Copies of the electronic files of the approved ALP drawings only will be furnished to the Sponsor and FAA for their use. Prior to the release of these electronic files to organizations other than the Sponsor, NDOT Division of Aeronautics, or FAA, an Electronic Media Disclosure Agreement will be executed between the Consultant and the organization. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of hard copies for review and approval.

Eric Johnson will represent the Consultant as Project Principal/Manager in the performance of this agreement. Rob Garber, P.E., and Cory Gaston, P.E., will represent the Consultant as Project Planners/Engineers and will be responsible for any planning related issues. No one else will be assigned to act in these capacities without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

If the Sponsor initiates a change in the scope of work, the cost of such work will be the responsibility of the Sponsor.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy, and coordination of the design, drawings, reports, surveys, and other items furnished as part of this agreement.

Phase will be considered complete when the Sponsor, FAA, and NDOT has approved the terminal area layouts.

SECTION 2: SPECIAL SERVICES PHASE 2 (NITC)

NV5 Geospatial (formerly Quantum Spatial, Inc.) will be responsible for conducting an airport geographic information system (AGIS) survey, and Kirkham Michael will be responsible for the ground survey control in conjunction with the ALP Update. This will include an aeronautical obstruction survey. The AGIS will be done in compliance with FAA policies and will include an airport airspace analysis and vertically guided operations for Runway 14/32.

SECTION 3: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Payment for Phase 1 is shown on Exhibit A, attached and made a part hereto. Payment shall be due according to the following payment schedule: Payment shall be due monthly based on the percentage of work completed plus incurred charges and expenses based on detailed invoices. Payment invoices shall include a brief project status report indicating services completed to date. Ten percent (10%) shall be retained until work listed in the scope and this agreement is completed and accepted by the FAA (ALP approved by FAA).

If the Sponsor initiates a change in the scope of work, the cost of such work will be the responsibility of the Sponsor.

Payment for the items included in Section 2: Special Services Phase 2, will be negotiated under separate amendment.

Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein or, a change in scope is requested, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract.

Federal Contract Provisions dated November 12, 2019, are attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

APPROVALS.

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Nebraska Department of Transportation and the Federal Aviation Administration before any state or federal funds are obligated.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this ____ day of _____, 20__, with copies to be filed with the Nebraska Department of Transportation and the Federal Aviation Administration.

CONSULTING FIRM

Kirkham, Michael & Associates, Inc.
5621 NW 1st Street, Suite 400
Lincoln, Nebraska 68521



ATTEST



Vice President, Project Manager
Title

AIRPORT SPONSOR

City of Columbus
2424 14th Street
Columbus, Nebraska 68601

ATTEST

Title

FEDERAL CONTRACT PROVISIONS FOR A /E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

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

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Columbus Municipal Airport, Columbus, Nebraska)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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

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

C) Title VI List of Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☑) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

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

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

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

SEISMIC SAFETY

Reference: 49 CFR part 41

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

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes

conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

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

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

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

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

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

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

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

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

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

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

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

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

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

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

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

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

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

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

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

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

Kirkham Michael

Exhibit A ALP Update Phase 1 Terminal Area Update Columbus Municipal Airport AIP Project 3-31-0019-_____

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Sr. Project Engineer		\$96.16	\$ -
Project Manager	35	\$60.10	\$ 2,103.50
Project Engineer	15	\$46.64	\$ 699.60
CADD Tech.	75	\$36.50	\$ 2,737.50
GIS Tech.	40	\$36.50	\$ 1,460.00
Planner	65	\$37.50	\$ 2,437.50
Party Chief	10	\$36.50	\$ 365.00
Clerical	15	\$25.50	\$ 382.50
	255	Total Direct Salary	\$ 10,185.60

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 170.66% \$ 17,382.74

Item No 3 - Subtotal of Items 1 & 2

\$ 27,568.34

Item No. 4 - Fixed Fee: 13% of Item 3

\$ 3,583.88

Item No. 5 - Direct Non-Salary Expenses

Mileage	\$0.62	\$ -
Per Diem	\$59.00	\$ -
Hotel	\$110.00	\$ -
Printing	\$1,500.00	\$ -
	Total Non-Salary Expenses	\$ -

Item No. 6 - Subconsultants

Total Subconsultants \$ -

Item No. 7 - Lump Sum 3, 4, 5 & 6

\$ 31,152.23

Printout

Friday, February 18, 2022 4:38 PM

Kirkham Michael & Associates, Inc.
Statement of Direct Labor, Fringe Benefits and General Overhead
For the Year Ended November 30, 2021

Description	General Ledger Balance	Portion Unallowable	FAR Ref.	Total Proposed
Direct Labor	\$ 4,644,799.73	\$ -		\$ 4,644,799.73
Fringe Benefits				
Vacation/Sick/Holiday	\$ 600,276.82	\$ -		\$ 600,276.82
Payroll Taxes	566,551.01	11,916.57	(l)	554,634.44
Group Insurance	1,011,729.43			1,011,729.43
Pension	701,540.95	153,847.76	(a)	547,693.19
Employee Welfare	112,528.25	47,365.66	(b)	65,162.59
Total Fringe Benefits	\$ 2,992,626.46	\$ 213,129.99		\$ 2,779,496.47
General Overhead				
Indirect Labor	\$ 4,028,176.36	\$ 905,582.91	(c) (m)	\$ 3,122,593.45
Rent-Office	407,782.86			407,782.86
Utilities and Maintenance	36,942.86			36,942.86
Printing and Print Supplies	15,634.19	44.00	(m)	15,590.19
Supplies	40,422.84			40,422.84
Field Supplies and Equipment	84,796.17	680.83	(m)	84,115.34
Vehicle Expense	210,270.20	3,697.12	(d)	206,573.08
Postage and Shipping	9,361.54	96.26	(m)	9,265.28
Equipment Rent/Maintenance	514,177.01			514,177.01
Interest	20,919.61	20,919.61	(e)	-
Telephone	88,375.79			88,375.79
Business Insurance	253,916.70			253,916.70
Legal and Accounting Fees	46,793.74	1,288.85	(m)	45,504.89
Travel	77,301.74	18,225.16	(f) (b) (m)	59,076.58
Dues, Fees and Subscriptions	146,384.67	(629.99)	(g) (m)	147,014.66
Depreciation and Amortization	102,882.05			102,882.05
State Income and Personal Property Tax	13,173.01			13,173.01
Contributions	4,512.00	4,512.00	(h)	-
Key Person Life	4,580.00	4,580.00	(i)	-
Promotion	41,910.99	41,910.99	(j)	-
Federal Taxes	-	-	(k)	-
Total General Overhead	\$ 6,148,314.33	\$ 1,000,907.74		\$ 5,147,406.59
Total Indirect Costs	\$ 9,140,940.79	\$ 1,214,037.73		\$ 7,926,903.06
Percentage of Direct Labor				170.66%

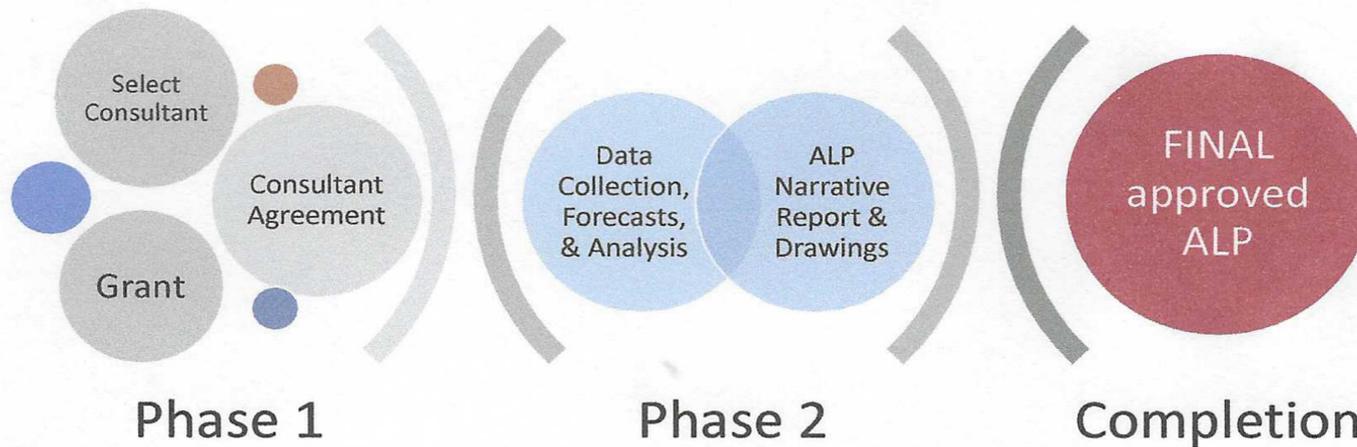
FAR References:

- (a) 31.205-6(q) - The value of the ESOP stock contribution is limited to the fair market value of the stock on the date that title is effectively transferred to the trust.
- (b) 31.205-14 - Entertainment costs for the purpose of employee relations are not allowed.
- (c) 31.205-6 - Reasonable compensation calculated
- (d) 31.205-6(m)(2) - Personal use of company vehicle costs are not allowed.
- (e) 31.205-20 - Interest and other financial costs are not allowed.
- (f) 31.205-51 - Alcoholic beverages costs are not allowed.
- (g) 31.205-22 - Lobbying and political activity costs are not allowed.
- (h) 31.205-8 - Contributions and donations are not allowed.
- (i) 31.205-19 - Key-Person life insurance cost not allowed when company is beneficiary.
- (j) 31.205-1 - Public relations and advertising costs are not allowed.
- (k) 31.205-4 - Federal income taxes are not allowed.
- (l) 31.201-6(a) When an unallowable cost is incurred, directly associated costs are also unallowable.
- (m) 31.202(a) - Direct costs of the contract shall be charged directly to the contract



UNDERSTANDING & APPROACH TO YOUR PROJECT

PROJECT SCHEDULE



Utilizing Federal airport funding sources and due to the nature of developing this ALP Update and the tasks involved, a schedule is critical to keep the project moving in a timely manner. We have prepared the following schedule and tasks based upon similar recent FAA ALP projects with the focus on updates to FAA design standards and terminal area development.

ANTICIPATED PROJECT WORK PLAN SCHEDULE Based Upon Similar Recent FAA ALP Projects

This schedule is subject to Sponsor (City/Airport), NDOT, and FAA concurrence and review times

Task	Deliverable Dates
Selection of Consultant	May 27, 2022
Scoping Services Meeting	May 30, 2022
Final Signed Consultant Agreement to City	June 14, 2022
Anticipated Council Award	June 20, 2022
Notice to Proceed	June 20, 2022
*FAA/NDOT Approval of the Consultants Agreement	June 27, 2022
**Grant Applications (Anticipate Oct. 1, 2022)	TBD
***Kick-off Meeting	June 30, 2022
Complete "Inventory and Data Collection" Section	July 29, 2022
Complete and Submit "Critical Aircraft Forecasts"	August 30, 2022
Complete and Submit "Aviation Activity Forecasts"	September 6, 2022
****Facility Requirements/Alternatives Development Meeting	September 20, 2022
Complete "Capacity Analysis and Facility Requirements"	October 19, 2022
Complete "Alternatives Development" and CIP	November 16, 2022
Draft ALP Narrative Report and Drawings Review Meeting	December 9, 2022
Submit Draft ALP Narrative Report and Drawings	December 19, 2022
Submit Final ALP Narrative Report and Drawing	January 9, 2023

*Anticipated approval

**May be issued sooner depending upon FAA direction

***At the kickoff meeting, other mutually agreeable progress meetings will be scheduled

****Meeting schedule is contingent upon FAA approval of Critical Aircraft

5. **Update on repairs to Hangar No. 1406.**
6. **Bale hay on airport property.**

Bale Hay at KOLU

- Area's not close to the runway so it wouldn't affect lights
- Eliminate summer help $(15 \times 35 \text{hrs} \times 12 \text{weeks} = \$6,300)$
- Split sales with farmer 50 50 so around 1,600lbs hay bale \$224 per bale
- Cost of diesel per month in summer is about $\$750 \times 5 \text{ months} / 2 = 1,875$ savings per year
- Less wear on mowers and people 😊
- Total savings \$8,175 in wages and fuel
- If 50 bales 2x a year \$11,200 if 100 bales 2x \$22,400

7. Update on pilot lounge.







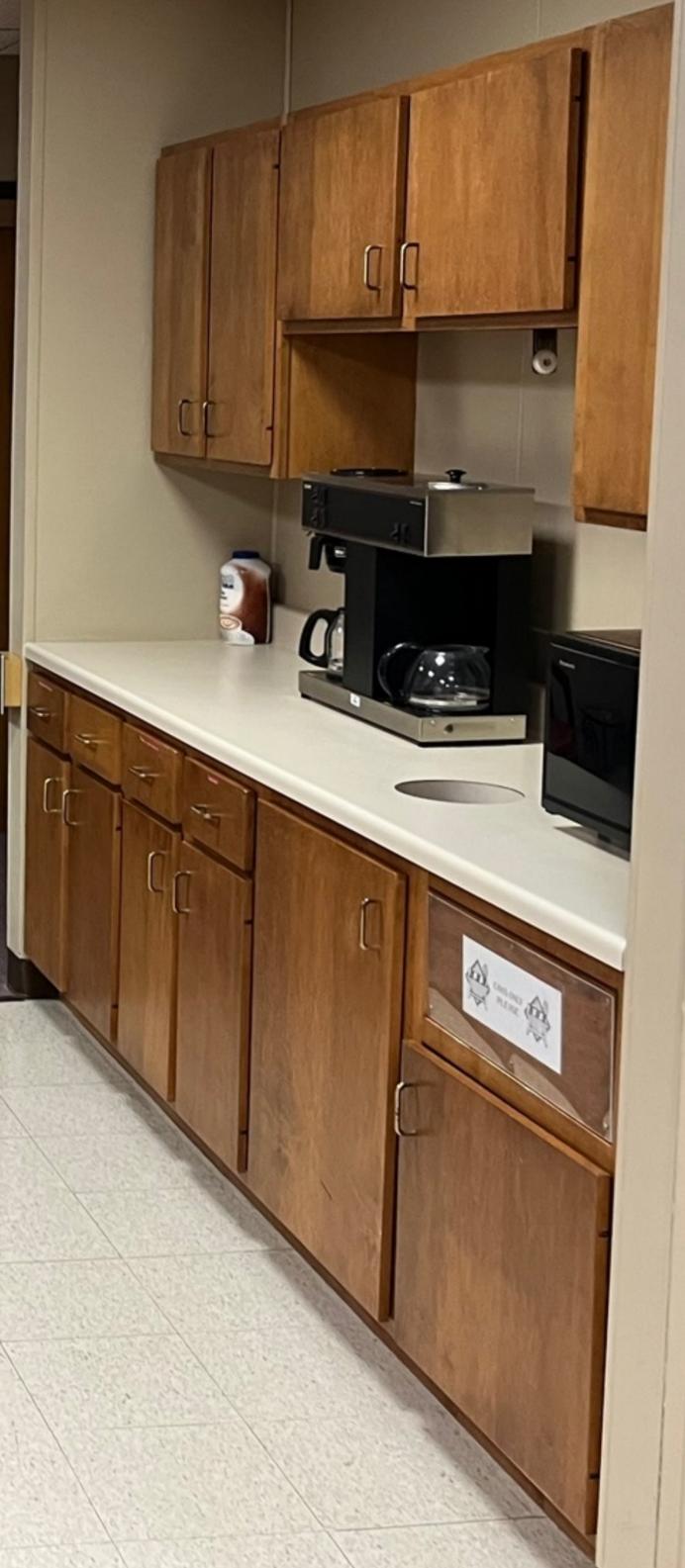
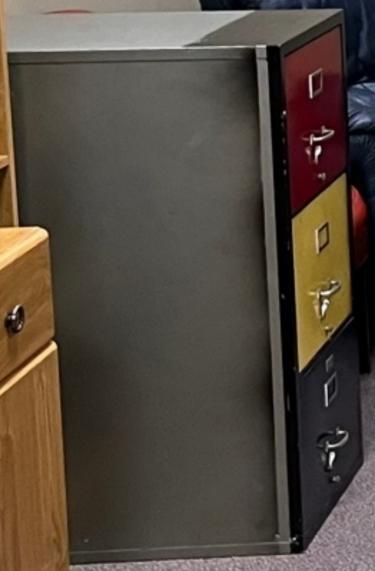
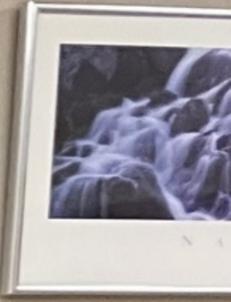
CONTACT NUMBERS
General: 400-555-1234
Pilot Lounge: 400-555-5678
Maintenance: 400-555-9012
Fuel: 400-555-3456
Weather: 400-555-7890
Airport: 400-555-2345
Tower: 400-555-6789
Unicom: 400-555-0123
Ferry: 400-555-4567
Post Office: 400-555-8901
Police: 400-555-2345
Fire: 400-555-6789
Ambulance: 400-555-0123
Hospital: 400-555-4567
Motel: 400-555-8901
Restaurant: 400-555-2345
Gas Station: 400-555-6789
Car Rental: 400-555-0123
Taxi: 400-555-4567
Limousine: 400-555-8901
Truck Rental: 400-555-2345
Construction: 400-555-6789
Electrician: 400-555-0123
Plumber: 400-555-4567
Painter: 400-555-8901
Carpenter: 400-555-2345
Roofing: 400-555-6789
HVAC: 400-555-0123
Landscaping: 400-555-4567
Snow Removal: 400-555-8901
Waste Removal: 400-555-2345
Auto Detailing: 400-555-6789
Car Wash: 400-555-0123
Tire Service: 400-555-4567
Oil Change: 400-555-8901
Brake Service: 400-555-2345
Transmission: 400-555-6789
Suspension: 400-555-0123
Steering: 400-555-4567
Exhaust: 400-555-8901
Rust Removal: 400-555-2345
Body Work: 400-555-6789
Paint: 400-555-0123
Glass: 400-555-4567
Locksmith: 400-555-8901
Security: 400-555-2345
Alarm: 400-555-6789
Surveillance: 400-555-0123
Access Control: 400-555-4567
Intercom: 400-555-8901
Video Conferencing: 400-555-2345
Web Conferencing: 400-555-6789
Cloud Storage: 400-555-0123
Email Hosting: 400-555-4567
Domain Registration: 400-555-8901
Website Design: 400-555-2345
SEO: 400-555-6789
Social Media: 400-555-0123
Content Writing: 400-555-4567
Graphic Design: 400-555-8901
UX/UI: 400-555-2345
Mobile App: 400-555-6789
IT Support: 400-555-0123
Network: 400-555-4567
Security: 400-555-8901
Compliance: 400-555-2345
Consulting: 400-555-6789
Training: 400-555-0123
Recruitment: 400-555-4567
HR: 400-555-8901
Legal: 400-555-2345
Accounting: 400-555-6789
Marketing: 400-555-0123
Sales: 400-555-4567
Customer Support: 400-555-8901
Product Development: 400-555-2345
Quality Assurance: 400-555-6789
Operations: 400-555-0123
Logistics: 400-555-4567
Supply Chain: 400-555-8901
Manufacturing: 400-555-2345
Construction: 400-555-6789
Agriculture: 400-555-0123
Retail: 400-555-4567
E-commerce: 400-555-8901
Food Service: 400-555-2345
Hospitality: 400-555-6789
Travel: 400-555-0123
Transportation: 400-555-4567
Airlines: 400-555-8901
Shipping: 400-555-2345
Freight: 400-555-6789
Warehousing: 400-555-0123
Distribution: 400-555-4567
Retail: 400-555-8901
Manufacturing: 400-555-2345
Construction: 400-555-6789
Agriculture: 400-555-0123
Retail: 400-555-4567
E-commerce: 400-555-8901
Food Service: 400-555-2345
Hospitality: 400-555-6789
Travel: 400-555-0123
Transportation: 400-555-4567
Airlines: 400-555-8901
Shipping: 400-555-2345
Freight: 400-555-6789
Warehousing: 400-555-0123
Distribution: 400-555-4567





PILOT LOUNGE
MILK PURCHASE
GATE CODE
1235

PLEASE RECYCLE



8. Airport Manager report.

Airport Report - May

CIP # ALP for Aerial Applicators

Description : Permanent building and pads for Aerial Applicators away from RWY 2 approach zone

Budgeted Cost : \$30,000

Progress Notes : Kirkham Michael has been selected for project and is working with Rick Bogus, FAA/NDOT Approval June 27th Grant Application anticipated for Oct 1, 2022

% Complete : Phase 1 of 3 (June 2022) Phase 2 (Oct/Nov 2022) Phase 3 Jan 2023

Council Action (month) : Airport Board meeting July 12, 2022 update council

Final Cost : Under negotiation

Past month activities for May

- Key's logged and organized for entire airport
- Hanger doors all inspected (about 4 days)
- Removed DTN weather Contract \$2000 per year
- Removed AvCraft Computer \$1200 per year
- Removed old invoices 1942-2000 storage
- Removed broken sign at garden area on east side of airport
- Fuel from Central will save us .70gallon (1,350 summer, 450 winter) total saving \$1800 per year

- Remodeled pilots lounge Cost about 4,500 (Fridge and stove 2400) Sanded cabinets, built shelves, cut out wall for soda machine (scratch and dent table 2 lounge chairs, 4 bar stools for computers 4 chairs for table) 1 end table and futon
- Removed old airport manager sign, moved handicapped sign over from Old A Frame
- Replaced paper signs with custom at admin entrance
- Repaired FAA side of building 2 panels from storm
- 4 computers coming from IT reimaged for pilots lounge no cost
- Removed Culligan 911part \$420 and Airport \$100
- Repaired Runway 14 patch area
- Updated foyer area Pictures/White board
- Started filling Badger holes
- Repaired Batwing toro, ignition and starter
- Moved Snow plow to East side storage
- Purchased walk behind weed trimmer \$450

Total annual saving \$5,100

Upcoming activities

- Aviation Explores Club
- Aviation/Ground and Rocket launching at public schools
- Build new rocket launcher cost \$150
- Paint all doors on Admin building exterior
- Paint parking lot lights and power post
- Replace faded sign next to hanger 1430
- Seaplane base at lake Babcock FAA approval
- CCC ground school course
- Add diesel tank to 2012 Dodge
- Grant for LED Beacon
- Convert Carousel hanger (cost of sharing?) shared hanger
- Bid for concrete floor
- Sell steel from Carousel \$?
- Replace mower decks with self-cleaning hook ups (soon)

9. Adjournment.