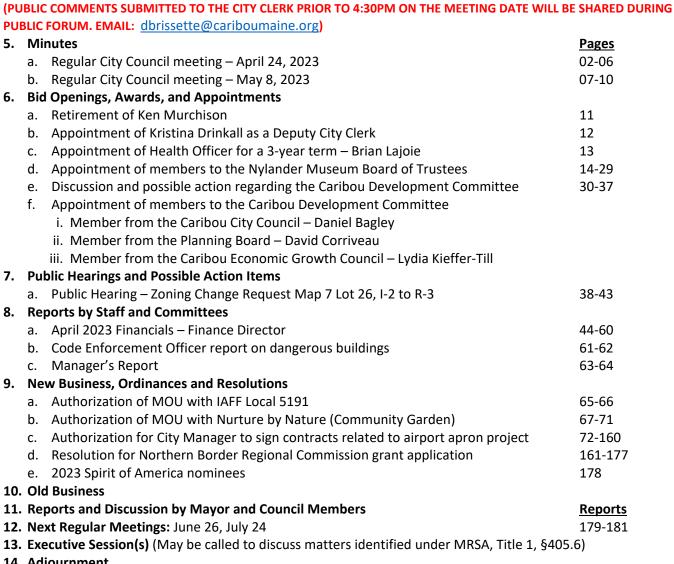
CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of Caribou will hold a Regular City Council Meeting on Monday, May 22, 2023, in the Council Chambers located at 25 High Street, 6:00 pm. THE MEETING WILL BE BROADCAST ON CABLE CHANNELS 8 & 1301 AND THE CITY'S YOUTUBE CHANNEL.

- 1. Roll Call
- 2. Invocation/Inspirational Thought
- 3. Pledge of Allegiance
- 4. Public Forum in accordance with City Charter Section 2.10 (i)(b)



14. Adjournment

If you are planning to attend this Public Meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Clerk ten or more hours in advance and we will, within reason, provide what assistance may be required.

Certificate of Mailing/Posting

The undersigned duly appointed City official for the municipality of Caribou City hereby certifies that a copy of the foregoing Notice and Agenda was posted at City Offices and on-line in accordance with City noticing procedures.

BY: _____ Danielle Brissette, City Clerk



Council Agenda item #1: Roll Call

The Caribou City Council held a City Council meeting, Monday, April 24, 2023, in the Council Chambers with the following members present; Mayor Smith, Deputy Mayor Boma, Councilors Bagley, Goughan, Morrill, Theriault and Willey.

Manager Thompson was present for the meeting.

Department Managers Lisa Plourde (Housing Director), Kenneth Murchison (CEO/Zoning Administrator), Dave Ouellette (Public Works Director), Michael Gahagan (Police Chief), and Carl Grant (Finance Director) were present at the meeting.

Melissa Lizotte of the Aroostook Republican covered the meeting, and it was broadcasted via Spectrum and YouTube.

Council Agenda Item #2: Invocation/Inspirational Thought

Pastor Troy Heald offered the invocation.

Council Agenda Item #3: Pledge of Allegiance

Mayor Smith led the Pledge of Allegiance.

Council Agenda Item #4: Public Forum

There were no comments made by the public.

Council Agenda Item #5: Minutes

a. Regular City Council Meeting – March 27, 2023

Motion made by Councilor Willey, seconded by Deputy Mayor Boma to accept the minutes from the March 27, 2023, meeting as presented.

Roll Call Vote: D. Bagley – Yes, C. Boma – Yes, R.M. Goughan – Yes, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Yes. (So voted)

Council Agenda Item #6: Bid Openings, Awards, and Appointments

a. Employee Milestone Recognitions

The City of Caribou is recognizing milestone anniversaries this year.

Kenneth Murchison (Zoning & Code Enforcement)	5 years
Carl Grant (Director, Finance/HR/Tax Collection)	10 years
Corey Saucier (Sergeant, Police Department)	10 years
David Ouellette (Director, Public Works)	25 years
Lisa Plourde (Director, Caribou Housing Agency)	25 years
Denise Lausier (Deputy/Assistant, Tax Collection/Finance)	25 years
Doug Bell (Patrolman, Police Department)	35 years
Michael Gahagan (Chief, Police Department)	50 years
Jolene Blake (Ambulance Billing)	Retired in May 2023, 23 years

Mayor Smith presented the employees with certificates for their milestone achievements and extended his gratitude to recently retired employees.

*Council Agenda Item #4: Public Forum – Mayor Smith allowed a resident to speak as they were a late arrival to the meeting.

Jordyn Rossignol, Caribou Resident & Business Owner

Ms. Rossignol came in to speak about the continuing struggles facing the Child Care industry. She explained some of the struggles her center is facing such as finances and staffing. She explained that there is a critical childcare issue, which causes problems for the working parents, because without childcare they are unable to work. She is urging everyone to get involved and to try to help to brainstorm ways to help the childcare industry.

Council Agenda Item #6: Bid Openings, Awards, and Appointments

b. Proclamation for Clerk's Week

Mayor Smith read a proclamation to recognize April 30 through May 6, 2023, as Professional Municipal Clerk's Week in the City of Caribou.

c. Proclamation for Hospital week for Cary Medical Center

Mayor Smith read a proclamation to proclaim the week of May 7th to May 13th as National Hospital week in the City of Caribou.

d. Public Works Bids

Dave Ouellette explained that he has recently placed several items out to bid and would suggest that the City go with the lowest bid in each category.

	Bid Results - C	ulverts 2023		
EJ Prescott	Gardiner, ME	207.562 2006	Tyler Wing	\$22,874.80
Parts Parmers	DOUBT Plats, ME.	800 628 3603	Mult Bracket	\$13,698.88
	Bid Results - Stre	et Paint 2023		
Fracialist Paint	Frankow KAA	ROC AND DADA	Permita Resort	\$15,465.50
Shenwin Williams	Cleveland, OH	800.597.2929	Joanna Carr	_
PPG Paints	Portland Ma.	772.6230	Fred Shaw	
Haneys Building Supply	Caribou Me		Tray	\$23,120.44
	Bid Results - Shin	1 & Patch 2023		
Lane Construction	Presquentes ME	207 184 4137	Veragener theory	337.00
Trumbley Industride	Limeotone, ME	207.328 4603	Graig Trombley	\$89.50
Soderberg Conet	Caribou Me	207.498.6300	Carl soderbeig	
	Country Pav	ing 2023		
Lane Cotattuction	Presque Inie, ME	207 764.4137	Wayne Berry	584 75
Soderberg Clonal	Caribou Me.	207.498.6300	Carl Soderberg	\$94.25
Trombley Inituatries	Limeatone, ME	207 325 4503	Draid Translay	122.75
	Bid Results -	Sand 2023		
Glen Thenault	Fort Kent			
D'Neal	Limestone, ME	906.273.0597	Michael Murphy	518.90
Trombly Industrial	Limestone, ME		Etag Training	\$15.45
	IN Town Pay	ing 2023		
Lana Construction	Presque telo, ME	207.764.4137	Chip Sheldon	\$117.50
Soderberg Const	Cartoou Me.	207.498.8300	Carl Boderberg	\$99.60
Trambiley Instantries	j_reseattion, ME	307 306 AND3	Collg Transley	\$23,75
	Hershal / Washbur	n. 2023	-	
Lans Construction	Presque Isle, ME	207 764 4137	Chip Shaldon	\$99.25
Sedarburg Canat	Carlinson Mar	207 498 8350	Carl Sederorg	893.50
Trombley industries	Limestonic, ME	207.328.4503	Cratt Trombiny	\$93,75

Motion made by Councilor Morrill, seconded by Councilor Willey to accept the bids per the recommendation of the highway department.

Roll Call Vote: D. Bagley – Yes, C. Boma – Yes, R.M. Goughan – Yes, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Yes. (So voted)

e. Tax Acquired Property bids

Carl Grant (Finance Director) explained that with the current bid process the city received a bid on one property.

Motion made by Deputy Mayor Boma, seconded by Councilor Willey to accept bid of \$6,000 to Carl Pinette for Map 15 Lot 67-B 903 Access Highway.

Roll Call Vote: D. Bagley – Yes, C. Boma – Yes, R.M. Goughan – Yes, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Yes. (So voted)

f. Appointment of member to the Planning Board

Motion made by Councilor Morrill, seconded by Councilor Theriault to appoint Justin Staples to the Caribou Planning Board.

g. Appointment of members to the Caribou Development Committee

Councilor Morrill expressed his concern regarding the Caribou Development Committee. He explained that he has a couple of different concerns and thinks that the appointments should not be made until the ordinance is amended. His concerns are that there are 2 non-voting members, the City Manager, and the Councilor. He also expressed concern with the selection process should have only members that do not participate in Economic Development and be a neutral person.

Manager Thompson explained that if Council is thinking about making changes, then this is the time before sitting a committee.

Motion made by Councilor Morrill, seconded by Deputy Mayor Boma to revise Chapter 22 and make amendments to give voting rights to the Councilor and Manager, and to include that if on the board you can not be part of any economic development in Caribou.

Councilor Morrill & Deputy Mayor Boma rescinded the motion & second.

Motion made by Councilor Morrill, seconded by Deputy Mayor Boma to table the discussion until the next meeting.

Councilor Bagley stated that Councilor Morrill had a good point about voting rights, but the second part would be hard to accomplish.

Councilor Goughan stated that liaisons do not have to have voting rights.

Roll Call Vote: D. Bagley – Yes, C. Boma – Yes, R.M. Goughan – No, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – No. (So voted)

Council Agenda Item #7: Public Hearings and Possible Action Items

There were none scheduled for discussion.

Council Agenda Item #8: Reports by Staff and Committees

a. March Financials - Finance Director

Carl Grant (Finance Director) reviewed the March 2023 Financial Report.

Motion made by Councilor Morrill, seconded by Councilor Willey to accept the March 2023 Financial Report as presented.

Roll Call Vote: D. Bagley – Yes, C. Boma – Yes, R.M. Goughan – No, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – No. (So voted)

b. Manager's Report

Manager Thompson reviewed the City Manager's Report dated April 24, 2023.

Council Agenda Item #9: New Business, Ordinances and Resolutions

a. Request from the Planning Board - Rezoning Map 7 Lot 26 from I-2 to R-3

Motion made by Councilor Morrill, seconded by Deputy Mayor Boma to schedule a public hearing for May 22nd regarding rezoning Map 7 Lot 26 from I-2 to R-3.

Roll Call Vote: D. Bagley – Yes, C. Boma – Yes, R.M. Goughan – No, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – No. (So voted)

b. 2023 Spirit of America nominee process

Manager Thompson explained that the Maine Spirit of America Foundation became incorporated with the State of Maine in 1990 as a 501(c)(3) to establish a town volunteer recognition program. Every year the Spirit of America Foundation Tribute is presented in the name of 100+ Maine municipalities.

In the past the City of Caribou has selected honorees for the Maine Spirit of America tribute. If someone would like to nominate someone for the honor to reach out to City Manager Penny Thompson.

Council Agenda Item #11: Reports and Discussion by Mayor and Council Members

a. City Council Committee reports

i. Broadband Committee

Councilor Bagley stated that they met on April 10th and heard a proposal from Charter/Spectrum and that it should include a zero-cost share. He explained that they have not yet received a response from CUD and that another option is that the city could go with Pioneer on its own, which is not something that they are looking at, but that it is always an option.

He explained that they have received the BIG final accounting and will be meeting again in May. Councilor Bagley stated that once they reach their solution then the committee may be able to disband.

ii. Airport Committee

Councilor Bagley stated that they had an Airport Committee meeting on the 14th and that all members were present along with Manager Thompson and Dave Ouellette. He explained that they discussed the short-term rental project proceeding and that it would put future funding at risk where it is not aviation related.

They have also started the discussion of a possible partnership with Life Flight for a new tank. The City role would be to manage sales, and the public works department has expressed some concerns. They explained that the current tank still has several years of use remaining and that the tank should be left in place for the remaining six years. This will allow for time to put money into reserves for when the time comes to replace the tanks.

The committee has suggested different events to hold in the future such as a fly in event in May, the Caribou Community Garden Project, and a Grand Opening in June.

Council Agenda Item #12: Next Regular Meetings: May 8 & 22

<u>**Council Agenda Item #13:**</u> Executive Session(s) (May be called to discuss matters identified under MRSA Title 1, §405.6)

a. Discussion of economic development activities at the airport under MRSA, Title 1, §405.6.C

Motion made by Councilor Bagley, seconded by Councilor Willey to enter executive session at 7:32 p.m. to discuss economic development activities at the airport under MRSA, Title 1, §405.6.C

Roll Call Vote: D. Bagley – Yes, C. Boma – Yes, R.M. Goughan – No, J. Morrill – No, J. Theriault – Yes, L. Willey – Yes, J. Smith – No. (So voted)

Councilor Goughan excused himself from the meeting and did not stay for the executive session.

The Council exited executive session at 8:15 p.m.

No action was taken.

Council Agenda Item #14: Adjournment

Motion made by Councilor Bagley, seconded by Deputy Mayor Boma to adjourn the meeting at 8:15 p.m.

Roll Call Vote: D. Bagley – Yes, C. Boma – Yes, R.M. Goughan – Absent, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – No. (So voted)

Danielle Brissette, Secretary

Council Agenda Item #1: Roll Call

The Caribou City Council held a City Council meeting, Monday, May 8, 2023, in the Council Chambers with the following members present; Deputy Mayor Boma, Councilors Goughan, Morrill, Theriault and Willey. Mayor Smith and Councilor Bagley were absent and excused.

Manager Thompson was present for the meeting.

Department Managers Brian Lajoie (Fire Chief) Ken Murchison (CEO/Zoning Administrator), Carl Grant (Finance Director) and Gary Marquis (Superintendent of Parks and Recreation) were present for the meeting.

Paul Bagnall of the Aroostook Republican covered the meeting, and it was broadcasted via Spectrum and YouTube.

Council Agenda Item #2: Invocation/Inspirational Thought

Deputy Mayor Boma read an invocation.

Council Agenda Item #3: Pledge of Allegiance

Deputy Mayor Boma led the Pledge of Allegiance

Council Agenda Item #4: Public Forum

Troy Haney, Caribou Resident & Business Owner

Mr. Haney came to express his concerns regarding the Caribou Economic Development Committee. He explained that the Council member and the City Manager normally do not have voting rights. He continued to explain that if a person on the committee is a developer and there is a conflict then they should abstain from the vote. He urged the City Council to move forward with the proposal as it is and amend as time goes on as needed.

Council Agenda Item #5: Minutes

a. Regular City Council meeting - April 10, 2023

Motion made by Councilor Theriault, seconded by Councilor Willey to accept the minutes from April 10, 2023, as presented.

Roll Call Vote: D. Bagley – Absent, R.M. Goughan – Yes, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Absent, C. Boma – Yes (So voted)

Council Agenda Item #6: Bid Openings, Awards, and Appointments

a. Introduction of the new Chief of the Caribou Fire and Ambulance Department

Manager Thompson introduced Brian Lajoie as the new fire chief for the City of Caribou as of May 9, 2023. Chief Lajoie is a graduate of Caribou High School. He attended Northern Maine Technical College and Southern Maine Community College. Chief Lajoie began on the paid call force in April of 1992 and was hired as a career member of the department in October of 1995.

He was later promoted to Captain in February of 2016. Chief Lajoie has also been the treasurer for the Caribou Volunteer Fire Department since 2002 and is a Master Mason with Caribou Masonic Lodge #170 and Washburn Lodge #193 and is an ANAH Shrine member.

Chief Lajoie thanked Manager Thompson and the Council for the opportunity and explained that he is excited to get into his new role.

b. Annual Appointment of members to the Northern Maine Development Commission

Motion made by Councilor Willey, seconded by Councilor Theriault to appoint Mayor Jody Smith and City Manager Penny Thompson as the Northern Maine Development Commission membership appointments.

Roll Call Vote: D. Bagley – Absent, R.M. Goughan – Yes, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Absent, C. Boma – Yes (So voted)

Council Agenda Item #7: Public Hearings and Possible Action Items

There were no items scheduled for discussion.

Council Agenda Item #8: Reports by Staff and Committees

a. Tax-Acquired property at 8 Shirley Drive

Carl Grant (Finance Director) explained that he has received an offer from Mr. Corriveau for Map 37, Lot 18, 8 Shirley Drive in the amount of \$8,000. The property had previously been out to bid for \$18,000 and received no bids.

Motion made by Councilor Goughan, seconded by Councilor Morrill to accept the \$8,000 from Mr. Corriveau for Map 37, Lot 18, 8 Shirley Drive.

Roll Call Vote: D. Bagley – Absent, R.M. Goughan – Yes, J. Morrill – Yes, J. Theriault – No, L. Willey – No, J. Smith – Absent, C. Boma – No (motion failed, no quorum)

b. Manager's Report

Manager Thompson reviewed the City Manager's Report dated May 8, 2023.

Council Agenda Item #9: New Business, Ordinances and Resolutions

a. Request from RSU #39 for additional funding for capital project (track)

Evan Graves, Athletic Director, RSU #39

Mr. Graves came to speak to the Council regarding a funding request to repair/replace the track located at the High School. The track is an all-weather surface track and a space that the whole community uses. Typically, a track like this would last 15-18 years, and the current track is 30 years old. The renovation of the track would give improved safety for both the students and the community to exercise. He is estimating that they will need \$133,940 to help fund the difference of the track. Mr. Graves explained that at one time the school department had given money back

to the City and that the money is still in a reserve and that is the money he is requesting a portion of.

Council had a brief discussion and asked him if this is to reuse or expand, and if they have considered charging outside communities for the use of the track.

Mr. Graves explained that the current bid is to replace the same size track that is there with the 6 lanes and that they have considered charging outside organizations and municipalities for use of the track, but there are no charges at this time.

Council had a brief discussion and asked about cleats (i.e., soccer cleats), vehicles, equipment, and other items on the track, if the Athletic Boosters has been able to help with the track and when the ESSR funds are due to expire.

Mr. Graves answered that once the new track is in place it will go back to the rules that were previously in place that no cleats or vehicles are allowed on the track, and that the Athletic Boosters have not been able to help because they weren't able to do much during COVID. The ESSR funds expire on September 30, 2023.

Mr. Graves explained that it is going to be a 2-phase project, in the first phase they would be concentrating on the track, then the second phase would work on the fencing and demolition of the old buildings.

b. Countersign the RSU#39 Budget Validation Referendum Warrant

Motion made by Councilor Morrill, seconded by Councilor Willey to countersign the RSU # 39 warrant.

Roll Call Vote: D. Bagley – Absent, R.M. Goughan – Yes, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Absent, C. Boma – Yes (So voted)

c. Conveyance of half of a paper street off Corriveau Street

Motion made by Councilor Morrill, seconded by Councilor Willey to convey the east half of Violette Street extension where it adjoins Lot 46 according to the survey and plan of the Walter J. and Rose Marie Corriveau subdivision by A.H. Rheinlander, Surveyor which is recorded at the Southern Aroostook Registry of Deeds in Volume 14, Page 31 to J&A, LLC subject to a water and sewer line easement in favor of Caribou Utilities District.

Roll Call Vote: D. Bagley – Absent, R.M. Goughan – Yes, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Absent, C. Boma – Yes (So voted)

d. Discussion and possible revision of Ordinance #1, 2023 Series - Chapter 22

Motion made by Councilor Morrill, seconded by Councilor Theriault to table the discussion regarding Chapter 22 until the next meeting when all councilors would be present.

Roll Call Vote: D. Bagley – Absent, R.M. Goughan – Yes, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Absent, C. Boma – Yes (So voted)

e. Discussion and possible action on having one monthly meeting in June, July and August

Motion made by Councilor Theriault, seconded by Councilor Willey to move to one meeting in June, July in August.

Roll Call Vote: D. Bagley – Absent, R.M. Goughan – No, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Absent, C. Boma – Yes (So voted)

Council Agenda Item #10: Old Business

There were no items scheduled for discussion.

Council Agenda Item #11: Reports and Discussion by Mayor and Council Members

Councilor Willey said she is not sure if the library is participating in the yard sale this year but that they will be having their perennial sale June 10th in the Caribou room. They are also working on their Story Walk. They have one set up and ready and it will be at McElwain's Strawberry Farm, and offers are going to be going to Goughan's farm for one as well.

Councilor Morrill stated that the Pellet boiler has been removed from the Fire Department and that he wanted to say that Staples Construction did a great job. It is also in place for the Highway department to repair the retaining wall at some point, but they are currently down by 5 employees, the fire station is down by 3, Police Department is down by 2, the rec is down by at least 2.

Deputy Mayor Boma explained that she would like to schedule a Police Department committee meeting.

Council Agenda Item #12: Next Regular Meeting: May 22

<u>Council Agenda Item #13:</u> Executive Session(s) (May be called to discuss matters identified under MRSA, Title, §405.6)

Council did not enter executive session.

Council Agenda Item #14: Adjournment

Motion made by Councilor Theriault, seconded by Councilor Willey to adjourn the meeting at 6:57 p.m.

Roll Call Vote: D. Bagley – Absent, R.M. Goughan – Yes, J. Morrill – Yes, J. Theriault – Yes, L. Willey – Yes, J. Smith – Absent, C. Boma – Yes (So voted)

Danielle Brissette, Secretary

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO



To: Mayor and City Council Members
From: Penny Thompson, City Manager
Date: May 22, 2023
Re: Retirement of Code Enforcement Officer Ken Murchison

Tonight, we recognize the retirement of Ken Murchison.

Mr. Murchison was born and raised in Caribou and is a graduate of Caribou High School. His first position in city government was in 2011 with an appointment to the Caribou Planning Board. He began serving on the Caribou City Council in 2002, including serving as Mayor for Caribou's Sesquicentennial year, 2009. By the time he had finished his Council service in 2013, he had been elected, appointed, and even elected as a write-in candidate.

In his time, Caribou built the new Wellness and Recreation Center and the Caribou Connector. Mr. Murchison has been a part of Aroostook Waste Solutions, formerly the Tri-Community Landfill, for many years and has agreed to continue his appointment to that board at the pleasure of the City Council.

In 2018, Mr. Murchison was hired by former City Manager Dennis Marker to serve as the City of Caribou Code Enforcement Officer / Zoning Administrator and staff support to the Caribou Planning Board. During these five years, the City developed the blight tool-kit and has implemented several strategies to reduce blight in the community, established the Caribou Riverfront Renaissance and Age-Friendly Caribou committees, passed several amendments to chapter thirteen, and brought his GIS knowledge to Caribou and advocated for updated orthoimagery files to assist with planning and zoning.

We thank Mr. Murchison for his service to the department and wish him well as he starts his next adventure in retirement. We are having an open house on Ken's last day, Thursday May 25 from 2 to 4pm here in the Caribou City Council chambers. Everyone is welcome.



MEMO

TO:Caribou City CouncilFROM:Danielle Brissette, City ClerkRE:Appointment of Deputy City ClerkDATE:May 5, 2023

Discussion and Possible Action

By City Charter, The City Clerk can recommend the appointment of a Deputy City Clerk, which must be approved by the City Council.

Ms. Drinkall joined the Clerk's office in December of 2021 and has caught on quickly to the many different aspects of the job. She is currently in training to assist with the City's General Assistance program for when I am away.

At this time, I would like to recommend the appointment of Kristina Drinkall as a Deputy City Clerk for the City of Caribou.

Suggested Action:

Move to appoint Kristina Drinkall as a Deputy City Clerk for the City of Caribou. Second, Vote.

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO



TO:	Caribou City Council Members
FROM:	Penny Thompson, City Manager
RE:	Appointment of Health Officer as required by statute
DATE:	May 22, 2023

In January, Scott Susi was appointed to act as the Health Officer for the City of Caribou for a 3year term ending 12/31/2025. Mr. Susi left his city employment and therefore the Caribou City Council needs to appoint someone to fill the remainder of the appointment term.

The Fire Chief has traditionally been appointed to fill this position. Mr. Brian Lajoie has been named the new Chief of the Caribou Fire and Ambulance Department and is recommended to also be appointed as the Health Officer.

Suggested action:

Move to approve Brian Lajoie as the Caribou Health Officer as required by state statute² for a 3-year term ending 12/31/2025.

² M.R.S. Title 22. Chapter 153, Section 451.1

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO



To: Mayor and City Council Members
From: Penny Thompson, City Manager
Date: May 22, 2023
Re: Appointment of Members to the Nylander Museum Board of Trustees

At the April 10, 2023, City Council meeting, the Caribou City Council voted to approve the revised version of Chapter 15 which reestablished the Nylander Museum Board of Trustees.

City Clerk Danielle Brissette has provided a list of individuals who have volunteered to serve. Library Director Peter Baldwin has provided a memo on the subject.

Suggested Action:

Please make a motion to appoint 2 individuals for a 3-year term, 2 individuals for a 2-year term and 1 individual for a 1-year term.



Caribou Public Library Where heritage meets innovation

City Council City Manager Penny Thompson 25 High St. Caribou, ME 04736

To Mayor Smith, City Councilors, and Penny Thompson,

The Library Director recognizes that that the creation of a Museum Board of Trustees requires filling each seat with individuals up to the task of preforming on a working Board. As the Museum Board currently is vacant, the Library Director would like to make the following recommendations to the Museum Board of Trustees:

Travis Michaud (3-year) Christina Kane-Gibson (3-year) Betheny C. Anderson (2-year) Jason Gillis (2-year) Romeo Parent (1-year)

Respectfully,

Peter Baldwin Jr

Peter J. Baldwin Jr. Library Director

CITIZEN BOARDS					
BOARD/COMISSION CONTACT PERSON Terms APPLICATION RECEIVED					
Caribou Development Committee	Penny Thompson	(2) 3-year term, (2) 2-year term, (1) 1-year term	Troy Haney Jim Gamage Gary Marquis Justin Staples James M Nelson Lydia Kieffer-Till David P Corriveau Christina Kane-Gibson Jacob Beaupre	CEGC Planning Boar(
Nylander Board	Peter Baldwin	(2) 3-year term, (2) 2-year term, (1) 1-year term	Betheny C Anderson Jason Gillis Travis Michaud Gina Ayer Christina Kane-Gibson Romeo Parent		





	BT: Cruca Multing
Name: Betheny C. Anderson	
Physical Address:	
Mailing Address:	-
Phone Number:	-
Email:	
	-
Professional or Civic Activities (include other committees you have served on);	
· Board of Directors, RSU39 Caribou rep.	current
· Caribou Historical Society, Lifetime memb	
· Board of Directors, Caribou Bread of Life	curvent
· volunteer crot " " "	current
· Meals on Wheels delivery service	previous
UMPI recert + special studies. post grad.ce Present Employer Name & Address: (retired teacher) Caribo 75 Glenn St., Caribou. ME.	
Job Title: Special Vocational Instructor, CTA Visual Arts 1-6 Caribour School	<u>C</u>
I am interested in serving on the following committee(s):	
a Working Board at Nylander Museum South Main, Cau	
Are you willing to serve on ANY committee if needed? X Yes IN Kany committee for Nylleader Xes IN Rothenye Anderson Aug 8 22	lo
Signature of Applicant Date	



Gina Sinclair Name:

Professional or Civic Activities (include other committees you have served on):

-Inspiring t Board Mehi	tope Haven ber \$ Ad	for Women	d Member.
-C.A.R.L. T			

Education:
Caribou High School
Northern Marine Community College.
Present Employer Name & Address: Co-Owner of Circle B Farms
LLC & CFO
Job Title: CFO & CO-OWNER.

I am interested in serving on the following committee(s): Dylander Museum Board Are you willing to serve on ANY committee if needed? X Yes No X Depends. Magunality Signature of Applicant Date

RETURN TO CITY CLERK, 25 HIGH STREET, CARIBOU, MAINE 04736

:YB

121



Name: David P.Corriveau

Professional or Civic Activities (include other committees you have served on):

Past President of Maine Loring Association

Past President of Caribou Kiwanas

Past President of Aroostook Association of Life Underwriters

Past President of National Ski Patrol/Maine Chapter

Caribou Planing Board

Education: B.S. Business Administration

Present Employer Name & Address: Retired

Job Title:

I am interested in serving on the following committee(s):

Caribou Development Committee

Are you willing to serve on ANY committee if needed?	X Yes	No No	
Tand	Dylal-	77	
Signature of Applicant Date	_ / 00 / 2	2 >	





Jacob Name:

Professional or Civic Activities (include other committees you have served on):

Five gniter 13 years Johnteer

.bar, High School C Graduate Education: NN

Present Employer Name & Address:

employed run z businesses

operater

Job Title:

I am interested in serving on the following committee(s):

ouver

Development Committee aribou Are you willing to serve on ANY committee if needed? V No Yes Signature of Applicant

RETURN TO CITY CLERK, 25 HIGH STREET, CARIBOU, MAINE 04736





Josan Gillis Name:

Professional or Civic Activities (include other committees you have served on);

NC Licensed Attorney, Mesters in Social work, Student NC Pro Bono Board Elizabeth City, NL Board of Housing Authority Girl Scout troop leader

Education: University of Toledo, BA University of Sauth Carding, JD (Se Western Reserve University Mesters in Social work Expected 2023 Freduction

Present Employer Name & Address:

Home maker

Job Title:

I am interested in serving on the following committee(s):

Are you willing to serve on ANY committee if needed?

X Yes

No

3/29/2022three of Applicant Date

Signature of Applicant



CITIZEN BOARD APPLICATION	
Name: Jim GAMAGE	
Professional or Civic Activities (include other committees you have served on):	
Education: H.S. DIPLOMA	
Present Employer Name & Address: SELF - 180 SEALCOATING AND UP NORTH CABINS	
Job Title: <u>CO-OWNER</u>	
I am interested in serving on the following committee(s): NEW ECONOMIC COMMITTEE	
Are you willing to serve on ANY committee if needed? Yes No Signature of Applycant Date	
RETURN TO CITY CLERK, 25 HIGH STREET, CARIBOU, MAINE 04736	
BY: 22	2



Name: TROY HANEY

Professional or Civic Activities (include other committees you have served on):

PLANNING	BOARS	1 Chair pers	SS		
CARIBOU	F.F.C.	Department	Fund Rusis, y	Committee	Chaip person.
			5 Committee		

Education:

Schol High ARIBON

Present Employer Name & Address:

Benger Horticulture, St. Modeste, Carada Self Employeed 4 Job Title: Querek Speed oF HANE Western S àf Difec tan I am interested in serving on the following committee(s): Economic Development Comm. Hee

Are you willing to serve on ANY committee if needed?

Yes

X No

<u>3/20/2023</u> Date Signature of Applicant





Name: Christina Kane-Gibson

Professional or Civic Activities (include other committees you have served on):

Caribou Riverfront Re-Development Committee

Halfway Home Pet Rescue Board

Aroostook County Emergency Management EOC Team

Caribou Historical Center & Museum President

Education:

Boston University College of Communications, BS 2001

Texas Christian University, Bob Schieffer Coll. of Comm., Certified Public Communicator, 2017

Present Employer Name & Address:

Owner, CKGcreative, 260 Van Buren Road, Caribou

Job Title:

Owner

I am interested in serving on the following committee(s):

Caribou Development Committee

Possibly interested in helping with Nylander, but not sure I have the capacity to be on the Board.

Are you willing to serve on ANY commit	tee if needed?	Yes	No No	
A. Kant-	4/12/23			
Signature of Applicant	Date			





Indla Rieffer - Till Name:

Professional or Civic Activities (include other committees you have served on):

evelopment Committee antre. FCommik. Momentu United way Boor Education: Masters Donce Present Employer Name & Address: RE/MAX North Realty - 101 High St. Cariban - 181 Main St. Pal UMPI Job Title: Broker - REMAX Campus Center Director - UMPI I am interested in serving on the following committee(s): Caribon Development Committee Maybe 19 Are you willing to serve on ANY committee if needed? No Yes 416123 Date Signature of Applicant





Name: Gary Marquis

Professional or Civic Activities (include other committees you have served on):

Involved in most special events That the City hosts, Outdoor Recreation enthusiats Grant writing. Education: Bachelor Degree environmental Science 4 year Degree. UMFK Present Employer Name & Address: C, Ty of Caribos 25 High ST_ Job Title: SUPT. OF Parks & Rec. I am interested in serving on the following committee(s): Development Committee. Are you willing to serve on ANY committee if needed? Yes 1 No Signature of Applicant Date





Michaud san Name:

Professional or Civic Activities (include other committees you have served on):

Nylander Board 2019-2021 (complete years) Zoning Board of Appen S Previously on on Zoning Board of Corrently Education: History UMPI 200 St. Joseph's Callege of Maine School Leodership MSAP 33, Misdem Middle High School Main St. St. Bathy ME 0477 Present Employer Name & Address: Sciench Teacher Job Title: I am interested in serving on the following committee(s): Boar V-lander Are you willing to serve on ANY committee if needed? No Date Signature of Applicant





James M. Nelson Name:

Professional or Civic Activities (include other committees you have served on):

Maine Army National Guard (Former)	
Momentum Aroostook Steering Committee (Former)	
Presput Isle Rohmy Club (current)	
Ignite PI Board of Directors (current)	
Constan Economic Granth Council Low Committee (current)	

Education:

B.A. in Financial Economics, University of Maine (2015) MBA w/ concentration in Finance, University of Maine (2021)

Present Employer Name & Address:

Bank 680 Main St., Pressure Isle, ME 04769 TD

Job Title:

Vice President, Commercial Relationship Manager

I am interested in serving on the following committee(s):

Development Committee

Are you willing to serve on ANY committee if needed?

Yes

No

3/23/2023 Date

Signature of Applicant



KomEo PAREnt Name:

Professional or Civic Activities (include other committees you have served on);

Bunch 1 - CURRENTLY TAXA55E5502 palipo Village GRANDLESTE LASTERICAT Society _____ Education: = Mph - CAS/HA. Present Employer Name & Address: _____ Job Title: _____ I am interested in serving on the following committee(s): What aver you decide OF need Yes Yes Are you willing to serve on ANY committee if needed? 4/24/23 Signature of Applicant

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO



To: Mayor and City Council Members
From: Penny Thompson, City Manager
Date: May 22, 2023
Re: Discussion and possible action regarding the Caribou Development Committee

At the March 13, 2023, City Council meeting, the Caribou City Council voted to accept Ordinance 1, 2023 Series, "An Ordinance to Adopt Chapter 22" with amendments which created the Caribou Development Committee.

At the April 24, 2023, and May 8, 2023, City Council meetings, the Caribou City Council voted to table the appointments to the committee. Councilor Morrill had some revisions that he wanted to bring to the City Council to consider before the members are appointed to the committee. Councilor Morrill has provided a summary of his suggested changes on the next page.

City Clerk Danielle Brissette has provided a list of individuals who have volunteered to serve.

Suggested Action:

If the City Council wishes to act on Councilor Morrill's suggested revisions, staff can schedule a public hearing to revise Chapter 22.

If the City Council wishes to appoint members to the Caribou Development Committee, please make a motion to appoint 2 individuals for a 3-year term, 2 individuals for a 2-year term and 1 individual for a 1-year term. A list has been provided.

Here is Chapter 22 as adopted on March 13, 2023.

Chapter 22 Caribou Development Committee

ARTICLE 1 Caribou Development Committee

Section

- 22-101 Preamble
- 22-102 Appointment and Tenure
- 22-103 Responsibility
- 22-104 Bylaws
- 22-105 Compensation Benefits
- 22-106 Purpose
- 22-107 Funding
- 22-108 Reporting Requirements

Chapter 22 Caribou Development Committee

ARTICLE I Caribou Development Committee

Sec. 22-101 Preamble

WHEREAS, economic development has been listed as an important priority by the Caribou City Council; and

WHEREAS, there has been increased interest by developers as evidenced by the number of commercial real estate transactions in recent years; and

WHEREAS, portions of the City of Caribou business district are located in a Tax Increment Financing Districts; and

WHEREAS, there is a desire to organize a standing committee, appointed by the Caribou City Council, for the purpose of promoting community growth and development within the City of Caribou.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARIBOU MAINE HEREBY establishes the "Caribou Development Committee," whose purpose is to utilize existing and potential natural, financial and citizen resources to support existing commercial activities, attract new and complimentary businesses to Caribou, and strengthen industry relationships while maintaining and leveraging the iconic character of our community.

Sec. 22-102 Appointment and Tenure

IT IS THEREFORE ADOPTED by the Caribou City Council pursuant to Sec. 2.11 of the Caribou City Charter, as follows:

The Caribou Development Committee (hereinafter, "the Committee") is hereby designated a formal standing committee of the City of Caribou, initially composed of five members of the public, who shall be appointed by the City Council and two ex-officio members with voting privileges: one member of the Caribou Planning Board (appointed by a majority vote of the Planning Board members), and one member of the Caribou Economic Growth Council (appointed by a majority vote of the Caribou Economic Growth Council (appointed by a majority vote of the Caribou Economic Growth Council (appointed by a majority vote of the Caribou Economic Growth Council (appointed by a majority vote of the Caribou Economic Growth Council (appointed by a majority council (appointed by a majority vote of the Caribou City Council (appointed by a majority vote of the Caribou City Council (appointed by a majority vote of the Caribou City Council (appointed by a majority vote of the Caribou City Council), and the City Manager.

Public members shall be appointed for year-three terms; except however, initial appointments shall be made as follows: two for three-year terms, two for two-year terms and one for a one-year term.

Ex-officio members shall serve indefinitely, at the pleasure of the appointing authority.

Vacancies, due to death, resignation, or any other reason, shall be filled by a majority vote of the Caribou City Council.

Sec. 22-103 Responsibility

The City Manager shall be responsible for the organization, administration, and operation of the Committee; except however, said responsibilities may be delegated to the Committee, as the City Manager deems appropriate.

Sec. 22-104 Bylaws

The Committee shall adopt bylaws providing for the officers, organization, and activities of the Committee, including a provision for the appointment by the Committee of an unlimited number of additional non-voting members. The Committee's bylaws shall be approved initially and may be amended subsequently by a majority vote of the Committee. The initial by-laws, and any subsequent amendments to the bylaws, shall be forwarded by the City Manager to the City Council for review and approval, before those bylaws or amendments take effect.

Sec. 22-105 Compensation Benefits

No member of the Committee, other than employees of the City in other capacities serving ex officio pursuant to section (a) and any persons who may be specifically employed by the City for Committee-related activities, shall receive any compensation for Committee activities, nor shall any person serving on the Committee be deemed an agent or employee of the City, being entitled to any customary employment benefits, specifically including, but not limited to workers' compensation benefits.

Sec. 22-106 Purpose

The purpose of Caribou Development Committee shall be to:

- Coordinate with the City Manager, City staff, the Caribou Planning Board, the Caribou Economic Growth Council, the Caribou Riverfront Renaissance Committee, and the Caribou Airport Advisory Committee to develop a comprehensive economic development strategy for the next 10-year period (2023 2033)
- Build and maintain broad community support for development efforts through public testimony and social media presence
- Encourage broader access to economic incentives for quality job creation and tax base enhancement
- Recommend measures to reduce barriers to economic growth, while recognizing regulatory functions
- Develop initiatives that support existing and future business
- Identify and pursue potential resources to aid in economic development efforts

- Assist firms in finding appropriate development sites for expansion
- Encourage downtown revitalization and neighborhood business development
- Serve as a resource for information and technical assistance, to strengthen programs that encourage entrepreneurship
- Promote redevelopment of existing vacant lots within the urban compact zone, underutilized land, and brownfields properties
- Recommend measures to maintain and improve Caribou's position as a tourist destination
- Improve commercial, recreational, entertainment and hospitality opportunities for citizens of Caribou and surrounding communities
- Coordinate with the Caribou Planning Board to recommend potential zoning and land use changes that will encourage greater economic development across the City, support and contribute to the "Economy" section of the Comprehensive Plan
- Coordinate with the Caribou Economic Growth Council to recommend deserving businesses for funding support
- Coordinate with the Caribou Riverfront Renaissance Committee to recommend shortterm, mid-term, and long-term strategies and initiatives for riverfront redevelopment
- Coordinate with the Caribou Airport Advisory Committee to recommend measures to expand the utilization and development of airport facilities

Sec. 22-107 Funding

All grant applications seeking funds more than \$2,500.00 shall be approved by the City Council, and all funds related to the Committee's activities shall be administered through the City Manager's office.

Sec. 22-108 Reporting Requirements

The Committee shall file an annual report with the City Council on or before January 31st of each year, covering goals, activities, and accomplishments during the preceding year.

Here are the changes proposed by Councilor John Morrill for Chapter 22.

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736



 To:
 Mayor and fellow City Council Members

 From:
 Councilor John Morrill

 Date:
 May 22, 2023

 Re:
 Chapter 22 Caribou Development Committee

At the April 24, 2023 City Council meeting, I discussed some changes to Chapter 22, which established the Caribou Development Committee. Here is what I am proposing:

Sec. 22-102 Appointment and Tenure

IT IS THEREFORE ADOPTED by the Caribou City Council pursuant to Sec. 2.11 of the Caribou City Charter, as follows:

The Caribou Development Committee (hereinafter, "the Committee") is hereby designated a formal standing committee of the City of Caribou, initially composed of <u>five three</u> members of the public, who shall be appointed by the City Council and <u>two six</u> ex-officio members with voting privileges: one member of the Caribou Planning Board (appointed by a majority vote of the Planning Board members), and one member of the Caribou Economic Growth Council (appointed by a majority vote of the Caribou Economic Growth Council members), one member of the Caribou Utilities District Board of Trustees (appointed by a majority vote of the Caribou Utilities District Board of Trustees (appointed by a majority vote of the Caribou Utilities District Board of The Cary Medical Center Board of Directors (appointed by a majority vote of the Cary Medical Center Board of Directors), In addition, the Committee will include two ex-officio members without voting privileges: one member of the Caribou City Council (appointed by a majority vote of the Caribou City Council), and the City Manager.

Public members shall be appointed for year-three terms; except however, initial appointments shall be made as follows: two one for a three-year terms, two one for a two-year terms and one for a one-year term.

Ex-officio members shall serve indefinitely, at the pleasure of the appointing authority.

Vacancies, due to death, resignation, or any other reason, shall be filled by a majority vote of the Caribou City Council.

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CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

AND STREET STREET

MEMO

TO:Caribou City CouncilFROM:Caribou Planning BoardRE:Rezoning RequestDATE:May 16, 2023

Re: Caribou Change of Zoning Request from 201 York Street Map 7 Lot 26 from I-2 (Industrial) to R-3 (Rural Residential).

Councilors,

Pursuant to Section 13-850 of the Caribou Code.

At the April 13, 2023, Caribou Planning Board Meeting a Public Hearing was conducted regarding a Change of Zoning Request from John Lajoie for a property at 201 York Street Map 7 Lot 26 from I-2 (Industrial) to R-3 (Rural Residential).

Mr. Lajoie proposes residential development on this property but in its current Zoning District (I-2 District) this development would not be appropriate. Future industrial development in area is not likely due to lack of utilities and the proximity of Shoreland regulation associated with Caribou Stream. See the attached Letter of Request and the area map "Caribou, Maine 201 York Street, Map 7 – Lot 26".

There was no opposition to the proposed rezoning request by the Public or by the Planning Board.

The Planning Board voted to approve the rezoning request and is forwarding this request to the Caribou City Council for further action including Public Hearing for rezoning as required for an act of ordinance.

Suggested date of Public Hearing for rezoning request is May 22, 2023.

Best regards. uching Kein

City of Caribou CEO/Zoning Administrator



City of Caribou, Maine

Municipal Building 25 High Street Caribou, ME 04736 Telephone (207) 493-3324 Fax (207 498-3954 www.cariboumaine.org

Caribou Planning Board Meeting Minutes Thursday, April 13, 2023 @ 6:00 pm City Council Chambers

Members Present: Steve Wentworth, James Belanger, Amanda Jandreau, David Corriveau, Eric Hitchcock Members Absent: Frank McElwain

Others in Attendance: Ken Murchison, Liaison Dan Bagley, Lewis Cousins and George Howe; Marc Lajoie

I. Call Meeting to Order, Determine Quorum

Chairperson Amanda Jandreau called the meeting to order at 6:00 pm, a quorum was present. Happy Birthday David Corriveau.

II. Public Hearings

- a. Rezoning Request from John Lajoie regarding Map 007 Lot 026, 201 York Street from I-2 Industrial to R-3 Rural Residential.
 - Public Hearing declared open at 6:02 pm. CEO Murchison presented the rezoning request, describe the lot in question and the proposed future residential use of the property. A letter was presented in response to the initial concerns of the Planning Board at the March Planning Board Meeting. Code Enforcement has no issues with this request.
 - Marc Lajoie was present on behalf of John Lajoie and explained the rezoning request and future plans to build a residence on a portion of the property.
 - Public Hearing closed at 6:06 pm.

•

Motion by David Corriveau to approve the Rezoning Request from John Lajoic regarding Map 007 Lot 026, 201 York Street from I-2 Industrial to R-3 Rural Residential and forward the request to Caribou City Council for recommended change by act of ordinance. Second by Steve Wentworth.

Roll Call Vote;

Steve Wentworth -Yes; James Belanger - Yes; David Corriveau - Yes, Eric Hitchcock - Yes. Amanda Jandreau - Yes. Passed by majority vote.

III. Approval of minutes

Minutes were reviewed.

Motion by Eric Hitchcock to accept minutes as presented, seconded by David Corriveau Roll Call Vote:

Steve Wentworth -Yes; James Belanger - Yes; David Corriveau - Yes, Eric Hitchcock - Yes. Amanda Jandreau - Yes. Passed by majority vote.

IV. Council Liaison Update

City Council Liaison update from Dan Bagley

- City Council approved the 2023 Municipal Budget pending RSU 39 Budget which includes \$17,000.00.
- Caribou Development Committee Ordinance (Chapter 22) was approved at the March 13 Council Meeting.
- March 27th voted to proceed with planning for the Police Department Project.
- Caribou Traller Park redevelopment.



Zoning Change Request

May 16, 2023

City of Caribou Planning Board & Mr. Ken Murchison

To whom it may concern,

I am writing to you to request a zoning change at 201 York Street, Caribou Parcel 007-026 Account 510 from I-2 (Industrial) to R-3 (Rural Residential). My son, Marc LaJoie and his wife Julia are planning to purchase a section of my land and hope to build a home this spring.

If you have any questions you can reach me at (207) 227-3211.

Sincerely,

John P. LaJoie

John LaJoie President

County Electric Inc.

Page 1 of 1



Caribou Planning Board

May 16, 2023

Hello, I am writing this letter as a response to the March 9th Planning Board meeting regarding the Re-Zoning of my property at 201 York Street, Map 007 Lot 026.

Below are my answers to a few questions that came up during the meeting.

-Yes, I would like the whole lot to be changed from I-2 Industrial to R-3 Rural Residential. I do not see any future use that I would need an I-2 Zoning for the property.

-Yes, the whole lot is one parcel (oddly shaped) but it is divided by the Rail Road bed and follows the border of the brook for most of the way down to Sincock St. on that side.

I unfortunately cannot be in attendance at the April 13th Public Hearing, but my son Marc will be representing me and can answer any questions that you may have.

Thank you for your time and attentiveness to this matter.

Best Regards,

John P. LaJoie

John P. LaJoie President, County Electric Inc.

Page 1 of 1



City of Caribou, Maine

Municipal Building 25 High Street Caribou, ME 04736 Telephone (207) 493-3324 Fax (207) 498-3954 www.cariboumaine.org

Caribou Planning Board Notice of Public Hearings

Thursday, April 13, 2023, at 6:00 pm City Council Chambers at the City Office, 25 High Street The side door (nearest the bank) will be open to the public to attend the meeting.

To: Owner of Record within 500' of the Public Hearing property

From: Caribou Planning Board

Date: March 13, 2022

Re: The Caribou Planning Board will hold a Public Hearing on Thursday, April 13, 2023, at 6:00 pm in City Council Chambers, 25 High Street for a Change of Zoning Request from 201 York Street Map 7 Lot 26 from I-2 (Industrial) to R-3 (Rural Residential).

Public Hearing: Change of Zoning Request from 201 York Street Map 7 Lot 26 from I-2 (Industrial) to R-3 (Rural Residential).

Additional information about the Public Hearing may be posted at the City's website seven days prior to the meeting:

http://www.cariboumaine.org/government/planning-board-minutes-and-agendas/

To view tax maps, zoning maps, the local ordinance or other information, please visit the Code Enforcement page at the City's website: http://www.cariboumaine.org/index.php/departments/code-enforcement/

Interested individuals are encouraged to attend.

Best Regards,

uncheson Ken Murchison Zoning Administrator/CEO

KM/dl

City of Caribou Certified Business Friendly



General Ledger Summary Report Fund(s): ALL April

05/16/2023

Page 1

	Beginning	Beg Bal	Curr Mnth		Y T D	Balance
Account	Balance	Net	Net	Debits	Credits	Ne
- Gen Fund sets	1,431.00 12,150,472.94	194,049.00 12,242,355.80	0.00 - 700,143.67	21,836,870.60 4,737,688.30	22,030,919.60 7,659,818.70	0.00 9,320,225.40
101-00 CASH (BANK OF MACHIAS)	6,843,888.34	6,739,124.55	-560,476.92	2,688,276.52	5,213,767.20	4,213,633.87
102-00 RECREATION ACCOUNTS	51,620.01	67,210.01	0.00	0.00	0.00	67,210.03
103-00 NYLANDER CHECKING	1,826.10	1,825.34	-0.77	0.24	3.51	1,822.07
110-00 SECTION 125 CHECKING FSA	15,766.62	15,911.79	-917.01	15,614.72	4,059.79	27,466.72
110-08 2022 SECTION 125 CHECKING HRA	55,970.96	47,767.09	-1,177.67	0.00	3,035.07	44,732.02
110-09 2023 SECTION 125 CHECKING HRA	, 0.00	0.00	-6,460.26	86,281.25	16,774.13	69,507.1
111-00 RETIREMENT INVESTMENT	3,000,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.0
111-01 RETIREMENT INVESTMENT SECURE	0.00	1,500,000.00	0.00	0.00	0.00	1,500,000.0
115-00 AMERICAN RESCUE PLAN ACT-NEU'S	595,857.77	598,997.91	-95.00	0.00	8,832.48	590,165.43
117-00 RLF #10 INVESTMENT	241,080.78	241,386.66	0.00	1,172.28	0.00	242,558.9
120-00 PETTY CASH	960.00	960.00	0.00	0.00	0.00	960.0
123-00 DIESEL INVENTORY	44,647.84	19,816.42	10,577.33	163,670.00	165,429.68	18,056.7
124-00 GAS INVENTORY	15,695.85	5,851.20	-7,863.75	36,955.00	38,870.00	3,936.2
125-00 ACCOUNTS RECEIVABLE	9,434.81	59,242.54	90,763.26	439,616.69	250,856.99	248,002.2
126-00 SWEETSOFT RECEIVABLES	95,683.30	81,512.78	-5,551.50	822.02	60,564.70	21,770.1
130-00 COMSTAR RECEIVABLES	59,146.92	224,725.48	-104,915.92	372,284.60	466,330.85	130,679.2
140-00 RESERVE FOR UNCOLLECTIBLE TAX	-669.87	-669.87	0.00	0.00	0.00	-669.8
174-00 CDC LOANS REC (1280)	41,522.20	41,522.20	0.00	0.00	0.00	41,522.2
180-00 DR. CARY CEMETERY INVESTMENT	1,050.55	1,051.09	0.00	0.52	0.00	1,051.6
181-00 HAMILTON LIBRARY TR. INVEST	1,893.69	1,898.05	0.00	4.27	0.00	1,902.3
182-00 KNOX LIBRARY INVESTMENT	10,411.75	10,441.28	0.00	29.01	0.00	10,470.2
183-00 CLARA PIPER MEM INV	674.84	675.19	0.00	0.35	0.00	675.5
184-00 JACK ROTH LIBRARY INVEST	14,122.19	14,223.92	0.00	78.45	0.00	14,302.3
185-00 KEN MATTHEWS SCHOLARSHIP FUN	7,569.17	7,588.25	0.00	34.69	0.00	7,622.9
187-00 DOROTHY COOPER MEM INV	49,628.45	49,721.48	0.00	92.03	0.00	49,813.5
189-00 MARGARET SHAW LIBRARY INV	13,145.23	13,154.68	0.00	16.34	0.00	13,171.0
199-00 GORDON ROBERTSON MEM INV	11,580.18	11,587.40	0.00	42.91	0.00	11,630.3
190-00 GORDON ROBERTSON MEM INV 191-00 MEMORIAL INVESTMENT		6,223.42	0.00	13.58	0.00	6,237.0
192-00 G. HARMON MEM INV	6,214.88 6,819.74	6,822.29	0.00	25.84	0.00	6,848.1
192-00 G. HARMON MEM INV 193-00 BARBARA BREWER FUND			0.00	0.00	6.66	5,617.8
	5,616.14	5,624.54		48.02		16,646.7
194-00 RODERICK LIVING TRUST	16,581.87	16,598.74	0.00		0.00	9,167.7
196-00 PHILIP TURNER LIBRARY INV	8,883.40	9,119.27	0.00	1,960.32	1,911.85 8,310.87	9,107.7 113,046.4
198-00 TAX ACQUIRED PROPERTY	137,540.84	121,357.35	0.00	0.00		0.0
198-20 TAX ACQUIRED PROPERTY 2020	-6,173.76	0.00	0.00	446.19	446.19	
198-21 TAX ACQUIRED PROPERTY 2021	-6,035.73	0.00	0.00	3,436.09	3,436.09	0.0
198-22 TAX ACQUIRED PROPERTY 2022	-1,749.77	0.00	0.00	4,428.59	4,428.59	0.0
198-23 TAX ACQUIRED PROPERTY 2023	-0.67	-0.67	0.00	84.86	84.19	0.0
200-22 2022 TAX RECEIVABLE	707,578.39	707,578.39	-82,286.42	1,242.71	288,697.29	420,123.8
200-23 2023 TAX RECEIVABLE	-69,028.36	-69,028.36	-29,573.86	2,196.69	159,421.18	-226,252.8
205-19 2019 LIENS RECEIVABLE	316.71	316.71	0.00	0.00	36.83	279.8
205-20 2020 LIENS RECEIVABLE	449.82	449.82	0.00	163.56	198.89	414.4
205-21 2021 LIENS RECEIVABLE	95,080.07	95,080.07	-4,276.38	532.23	11,740.91	83,871.3
210-11 2011 PP TAX RECEIVABLE	201.06	201.06	0.00	0.00	201.06	0.0
210-12 2012 PP TAX RECEIVABLE	4,645.51	4,645.51	0.00	0.00	0.00	4,645.5
210-13 2013 PP TAX RECEIVABLE	4,936.98	4,936.98	0.00	0.00	0.00	4,936.9
210-14 2014 PP TAX RECEIVABLE	5,728.25	5,728.25	0.00	0.00	70.74	5,657.5
210-15 2015 PP TAX RECEIVABLE	12,713.48	12,713.48	0.00	0.00	0.00	12,713.4
210-16 2016 PP TAX RECEIVABLE	10,458.43	10,458.43	0.00	0.00	0.00	10,458.4
210-17 2017 PP TAX RECEIVABLE	10,948.56	10,948.56	0.00	0.00	0.00	10,948.5
210-18 2018 PP TAX RECEIVABLE	11,450.12	11,450.12	0.00	0.00	0.00	11,450,1

General Ledger Summary Report Fund(s): ALL April

	Beginning	Beg Bai	Curr Mnth		Y T D	Balanc
Account	Balance	Net	Net	Debits	Credits	Ne
1 - Gen Fund CONT'D	WALK LOOK		The second second	State - 14 Mar	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	12150.7
210-19 2019 PP TAX RECEIVABLE	12,751.30	12,751.30	0.00	0.00	0.00	12,751.3
210-20 2020 PP TAX RECEIVABLE	14,702.37	14,702.37	0.00	0.00	0.00	14,702.3
210-21 2021 PP TAX RECEIVABLE	12,955.10	12,955.10	0.00	0.00	0.00	12,955.1
210-22 2022 PP TAX RECEIVABLE	22,100.24	22,100.24	-204.89	0.00	6,042.95	16,057.2
210-23 2023 PP TAX RECEIVABLE	-646.52	-646.52	0.00	0.00	11,352.19	-11,998.7
302-00 COURT ORDER	0.00	0.00	0.00	959.45	959.45	0.0
303-00 FEDERAL WITHHOLDING	0.00	0.00	0.00	164,713.97	164,713.97	0.0
304-00 FICA W/H	18.26	18.26	0.00	196,410.74	196,410.74	18.2
305-00 MEDICARE WITHHOLDING	4.27	4.27	0.00	45,934.66	45,934.66	4.2
306-00 STATE WITHHOLDING	0.00	0.00	0.00	67,970.65	67,970.65	0.0
307-00 M.S.R.S. W/H	73.65	73.65	0.00	46,491.20	46,491.20	73.6
307-01 MSRS EMPLOYER	-141.02	-141.06	0.05	76,775.80	77,054.47	-419.7
308-00 AFLAC INSURANCE	-1.75	0.00	-0.11	2,394.42	2,394.90	-0.4
309-00 DHS WITHHOLDING	0.00	0.00	0.00	3,791.00	3,791.00	0.0
312-00 HEALTH INS. W/H	-25,826.25	-25,577.65	868.58	89,772.91	87,961.99	-23,766.7
314-00 UNITED WAY W/H	0.00	0.00	0.00	51.00	51.00	0.0
315-00 TEAMSTERS W/H	0.00	0.00	0.00	1,350.00	1,350.00	0.0
315-01 FIREFIGHTERS UNION W/H	0.00	0.00	0.00	3,507.15	3,507.15	0.0
316-00 COUNCIL #93 W/H	0.00	0.00	0.00	1,405.29	1,405.29	0.0
318-00 MMA INCOME PROTECTION	-8,170.03		473.84	13,950.79	13,833.49	-8,005.6
	,	-8,122.98			9,543.00	-8,005.0
319-00 REAL ESTATE TAX W/H	0.00	0.00	0.00	9,543.00	,	
320-00 ICMA RETIREMENT CORP	-664.83	0.00	0.00	46,608.88	46,608.88	0.0
320-01 ICMA EMPLOYER MATCH	-52.88	0.00	0.00	10,767.39	10,767.39	0.0
322-00 RETIRED HEALTH INS PROGRAM	-23.21	-23.21	0.00	4,884.39	4,884.39	-23.2
323-00 MMA SUPP. LIFE INSURANCE	-2,106.56	-2,106.56	176.96	3,239.72	3,088.35	-1,955.1
324-00 MISC. WITHHOLDING	0.00	0.00	0.00	480.00	480.00	0.0
325-00 DED. FOR VALIC	0.00	0.00	0.00	11,272.46	11,272.46	0.0
325-01 VALIC EMPLOYER MATCH	0.00	0.00	0.00	2,154.41	2,154.41	0.0
329-00 SALES TAX COLLECTED	-309.54	-199.02	0.00	199.02	0.00	0.0
330-00 VEHICLE REG FEE (ST. OF ME)	-4,153.50	0.00	2,124.50	70,806.25	78,563.75	-7,757.5
331-00 BOAT REG FEE INLAND FISHERIES	-95.00	0.00	-1,354.13	791.50	2,413.13	-1,621.6
332-00 SNOWMOIBLE REG (F&W)	-12,062.51	0.00	3,486.50	24,512.96	24,516.96	-4.0
333-00 ATV REGISTRATION (F&W)	0.00	0.00	4.00	4.00	4.00	0.0
335-00 PLUMBING PERMITS (ST. OF ME)	-951.35	-141.35	-37.50	0.00	100.00	-241.3
336-00 CONCEALED WEAPON PERMIT	-120.00	-120.00	0.00	0.00	0.00	-120.0
338-00 CONNOR EXCISE TAX	3.76	3.76	-3,158.60	11,802.20	20,001.62	-8,195.6
339-00 CONNOR BOAT EXCISE	75.80	75.80	-10.00	0.00	10.00	65.8
340-00 DOG LICENSES (ST. OF ME)	-635.00	0.00	-2.00	1,467.00	1,517.00	-50.0
341-00 FISHING LICENSES (ST. OF ME)	-275.00	0.00	-168.00	928.00	1,474.00	-546.0
342-00 HUNTING LICENSES (ST. OF ME)	-1,660.50	0.00	-88.00	1,242.00	1,743.00	-501.0
346-00 AIRPORT RECEIVABLE	0.00	0.00	0.00	675.52	675.52	0.0
347-00 NEPBA UNION PD	0.00	0.00	0.00	1,260.00	1,260.00	0.0
iabilities	7,809,344.38	8,224,506.23	-382,116.89	1,815,943.40	382,038.34	6,790,601.1
		0.00	-382,110.89	0.00	0.00	0.0
	0.00				382,038.34	6,790,601.1
	7,809,344.38	8,224,506.23	-382,116.89	1,815,943.40	382,038.34	9,490.8
352-00 NYLANDER MUSEUM RESERVE	9,490.86	9,490.86	0.00	0.00		
360-00 RETIREMENT INV FUND	3,000,000.00	3,000,000.00	0.00	0.00	0.00	3,000,000.0
360-01 AMERICA RESCUE PLAN ACT-NEU'S	596,583.01	598,997.91	-95.00	8,832.48	0.00	590,165.4
360-02 RIVERFRONT COMMITTEE RESERVE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.0
360-03 GENERAL ASSISTANCE RESERVE	5,632.75	5,632.75	-1,500.00	2,180.00	0.00	3,452.7 242,558. <u>9</u>
362-00 RLF #10 RESERVE	241,080.78	241,386.66	0.00	0.00	1,172.28	

General Ledger Summary Report Fund(s): ALL April

	Beginning	Beg Bal	Curr Mnth	\	(T D	Balanc
Account	Balance	Net	Net	Debits	Credits	Ne
- Gen Fund CONT'D	and the	252853		In Alter all	1 1.12 A.M.	
365-01 COMMUNITY POOL IMPROVEMENT	2,566.19	2,566.19	0.00	2,566.19	0.00	0.0
365-02 REC CENTER IMPROVEMENTS	1,787.68	1,787.68	0.00	0.00	0.00	1,787.6
365-03 LAND ACQUISTIONS/EASEMENTS	8,340.00	8,340.00	0.00	0.00	0.00	8,340.0
365-04 RAILS TO TRAILS PROGRAM	164.79	164.79	0.00	0.00	5,782.84	5,947.6
365-05 PARK IMPROVEMENT RESERVE	5,231.71	5,231.71	0.00	0.00	0.00	5,231.7
365-07 REC/PARKS COMPUTER RESERVE	-604.00	-604.00	0.00	0.00	0.00	-604.0
365-09 RECREATION EQUIPMENT RESERVE	-9,458.33	-9,458.33	0.00	0.00	0.00	-9,458.3
365-10 REC LAWN MOWER RESERVE	12,595.44	12,595.44	0.00	0.00	0.00	12,595.4
365-12 CRX/TOS RESERVE	7,391.28	7,391.28	-1,177.73	2,027.73	7,037.51	12,401.0
365-13 RECREATION - COLLINS POND	-1,363.91	-1,363.91	0.00	0.00	0.00	-1,363.9
365-18 REC SCHOLARSHIPS	2,551.22	2,551.22	0.00	0.00	0.00	2,551.2
365-19 CIVIC BEAUTIFICATION RESERVE	5.14	5.14	0.00	5.14	0.00	0.0
365-20 SKI TRAIL/SNOW SHOE RENTAL	457.00	457.00	0.00	0.00	163.00	620.0
365-21 RD TRAILS GRANT	0.47	0.47	0.00	0.47	0.00	0.0
365-22 NON APPROP SKI RENTAL PROGRAM	13,374.87	13,374.87	60.00	4,791.92	1,430.00	10,012.9
365-24 CADET RESERVE	482.56	482.56	0.00	482.56	0.00	0.0
365-25 COMMUNITY BULLETIN BOARD	200.00	200.00	0.00	0.00	0.00	200.0
365-26 SPLASH PAD RESERVE	27,967.08	27,967.08	0.00	0.00	2,566.19	30,533.2
365-27 PARK VEHICLE RESERVE	4,730.00	4,730.00	0.00	0.00	0.00	4,730.0
366-00 ASSESSMENT RESERVE	-180.00	-180.00	0.00	0.00	0.00	-180.0
366-01 LIBRARY BUILDING RESERVE	29,191.03	29,191.03	0.00	0.00	0.00	29,191.0
366-02 LIBRARY MEMORIAL FUND	64,016.07	64,016.07	-16.56	2,992.93	1,815.08	62,838.2
366-03 LIBRARY COMPUTER RESERVE	1,208.20	1,208.20	0.00	0.00	0.00	1,208.2
366-12 KING GRANT	1,565.11	1,565.11	0.00	0.00	0.00	1,565.1
367-01 POLICE DONATED FUNDS	19,554.61	18,636.86	-146.71	186.69	50.00	18,500.1
367-02 POLICE DEPT EQUIPMENT	106,167.31	106,548.16	715.23	5,762.94	1,645.08	102,430.3
367-03 POLICE CAR RESERVE	-271.19	-271.19	0.00	36,193.88	4,750.00	-31,715.0
367-04 POLICE CAR VIDEO SYSTEM	3,128.75	3,128.75	0.00	0.00	0.00	3,128.7
367-05 DRINK GRANT PERSONNEL	15,307.83	17,200.11	0.00	0.00	0.00	17,200.3
367-06 PD COMPUTER RESERVE	6,058.22	6,058.22	0.00	0.00	0.00	6,058.2
367-07 POLICE DIGITAL FILING	5,437.00	5,437.00	0.00	0.00	0.00	5,437.0
367-08 MAJOR SYSTEMS REPLACEMENT	43,622.49	43,622.49	0.00	0.00	0.00	43,622.4
367-09 NEW POLICE STATION	1,796.02	1,796.02	0.00	360.00	482.56	1,918.5
367-10 POLICE OFFICER RECRUITMENT RES	54,000.00	54,000.00	0.00	45,833.00	0.00	8,167.0
368-01 FIRE EQUIPMENT RESERVE	-63,012.29	-63,012.29	-8,639.15	8,639.15	0.00	-71,651.4
368-02 FIRE HOSE RESERVE	8,018.25	8,018.25	0.00	0.00	0.00	8,018.2
368-03 FIRE DEPT FOAM RESERVE	4,442.50	4,442.50	0.00	0.00	0.00	4,442.
368-04 FIRE TRAINING BLDG RESERVE	3,226.25	3,226.25	0.00	0.00	0.00	3,226.2
	•	0.14	0.00	0.00	0.00	0.1
	0.14		0.00	0.00	0.00	3,596.9
	3,596.90	3,596.90	0.00	0.00	0.00	2,390.0
368-07 FIRE DISPATCH REMODEL	2,390.00	2,390.00	0.00	0.00	0.00	3,156.0
368-08 FIRE SMALL EQUIPMENT	3,156.05	3,156.05		0.00	0.00	5,150.0
368-09 FEMA TRUCK GRANT	5.00	5.00	0.00			
368-10 FIRE/AMB BUILDING RESERVE	36,974.08	36,974.08	0.00	8,490.00	0.00	28,484.0
368-12 FIRE/AMB UNIFORM RESERVE	2,586.15	5,179.37	0.00	0.00	0.00	5,179.3
369-01 AMBULANCE SMALL EQUIP RESERVE	37,240.27	37,240.27	0.00	0.00	0.00	37,240.2
369-02 AMBULANCE STAIRCHAIRS	7,000.00	7,000.00	0.00	0.00	0.00	7,000.0
369-03 AMBULANCE RESERVE	2,454.67	2,454.67	0.00	0.00	0.00	2,454.6
370-03 PW EQUIPMENT RESERVE	53,763.01	53,763.01	0.00	0.00	0.00	53,763.0
370-04 STREETS/ROADS RECONSTRUCTION	104,118.75	-30,297.25	0.00	0.00	130,000.00	99,702.3
370-05 CURBING RESERVE	5,178.30	5,178.30	0.00	0.00	0.00	5,178.3
370-06 FUEL TANK RESERVE	-19,489.50	-13,271.78	-109.32	748.19	5,547.07	-8,472.9
370-07 PW BUILDING RESERVE	34,266.24	34,266.24	0.00	0.00	0.00	34,266,

General Ledger Summary Report Fund(s): ALL

April

	Beginning	Beg Bal	Curr Mnth	Y	T D	Balance
Account	Balance	Net	Net	Debits	Credits	Net
- Gen Fund CONT'D		101 13 St. 17 10	The state of the state	and the second	17 Carlos and a	
370-09 RIVER ROAD RESERVE	-44,881.75	-44,881.75	0.00	0.00	0.00	-44,881.75
370-10 AIRPORT FUEL TANK RESERVE	1,992.48	1,992.48	0.00	0.00	0.00	1,992.48
371-01 ASSESSMENT REVALUATION RESERV	60,606.91	60,606.91	0.00	0.00	0.00	60,606.91
371-02 ASSESSING COMPUTER RESERVE	1,395.50	1,395.50	0.00	805.00	0.00	590.50
372-01 AIRPORT RESERVE	40,639.59	40,639.59	0.00	0.00	0.00	40,639.59
372-04 AIRPORT HANGER SECURITY DEPOS	1,370.00	1,370.00	0.00	0.00	0.00	1,370.00
372-06 AIRPORT CARES ACT	16,455.64	16,455.64	0.00	0.00	0.00	16,455.64
373-01 GEN GOVT COMPUTER RESERVE	6,662.97	6,662.97	0.00	0.00	0.00	6,662.97
373-02 CITY COMPREHENSIVE PLAN	27.40	27.40	0.00	0.00	0.00	27.40
373-03 MUNICIPAL BUILDING RESERVE	61,176.92	61,176.92	0.00	1,773.36	0.00	59,403.56
373-04 VITAL RECORDS RESTORATION	3,276.50	3,276.50	0.00	0.00	0.00	3,276.50
373-05 BIO-MASS BOILERS	-2,697.49	-2,697.49	57,539.00	57,539.00	57,539.00	-2,697.49
373-07 T/A PROPERTY REMEDIATION RESE	12,039.20	12,039.20	0.00	0.00	0.00	12,039.20
373-08 HRA CONTRIBUTION RESERVE	60,509.16	60,509.16	0.00	0.00	0.00	60,509.16
373-10 FLEET VEHICLES	1,221.20	1,221.20	0.00	0.00	0.00	1,221.20
373-12 NBRC BIRDS EYE	-27,203.55	-4,203.55	0.00	0.00	0.00	-4,203.55
373-17 LADDER ENGINE TRUCK 2016	116,601.20	116,601.20	-57,539.00	57,539.00	0.00	59,062.20
373-20 CDBG USDA 60 ACCESS/BIRDSEYE	21,102.81	21,102.81	0.00	0.00	0.00	21,102.81
373-22 2022 HRA RESERVE	55,970.96	47,767.09	-1,177.67	3,035.07	83,400.00	128,132.02
373-23 2022 HKA RESERVE	0.00	0.00	-6,460.26	16,774.13	2,881.25	-13,892.88
373-50 2022 CAPITAL IMPROVEMENT LOAN	-256,956.54	-256,956.54	0.00	0.00	0.00	-256,956.54
374-00 REC/PARKS COMPUTER RESERVE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
			0.00	0.00	0.00	12,440.88
374-01 INDUSTRIAL PARK IMPROVEMENTS	12,440.88	12,440.88	0.00	0.00	0.00	36,415.42
374-03 DOWNTOWN INFRASTRUSTURE	36,415.42	36,415.42			0.00	13,500.00
374-05 FACADE RESERVE	0.00	15,000.00	0.00	1,500.00	9,555.00	-0.56
380-01 CAPTS CDBG	-3,905.56	-3,905.56	0.00	5,650.00		
380-03 TOURISM GRANT	-7,746.85	-8,299.35	-715.00	3,199.44	0.00	-11,498.79
380-04 RESILIENCY GRANT	0.00	0.00	0.00	6,685.00	8,000.00	1,315.00
385-00 COMMUNITY DEVELOPMENT MATCH	32,674.30	32,674.30	0.00	0.00	0.00	32,674.30
387-00 BOUCHARD TIF	13,897.29	13,897.29	0.00	15,008.07	0.00	-1,110.78
388-00 HILLTOP TIF	8,026.18	8,026.18	0.00	0.00	0.00	8,026.18
392-00 PLANNING/ENGINEERING RESERVE	6,241.09	6,241.09	0.00	0.00	0.00	6,241.09
398-00 RECREATION ACCTS FUND BALANCE	51,620.01	67,210.01	0.00	0.00	0.00	67,210.01
399-00 PARKING LOT MAINTENANCE RES	56,366.51	56,366.51	0.00	0.00	0.00	56,366.51
402-00 CDC ECONOMIC DEVELOPMENT	240,000.00	240,000.00	0.00	0.00	0.00	240,000.00
403-00 CDC REVOLVING LOAN	392,968.39	399,380.17	0.00	0.00	0.00	399,380.17
406-00 TRAILER PARK RESERVE	51,397.71	56,195.86	0.00	0.00	0.00	56,195.86
407-00 COUNTY TAX	2.13	2.13	0.00	0.00	0.00	2.13
414-00 CEMETARY RERSERVE	200.00	200.00	0.00	0.00	0.00	200.00
415-00 LIONS COMMUNITY CENTER RESER	16,056.20	16,056.20	0.00	0.00	0.00	16,056.20
417-00 COMPENSATED ABSENCES	87,146.26	87,146.26	-42,039.28	63,494.80	0.00	23,651.46
419-00 DUE FROM CDC (1280)	41,522.20	41,522.20	0.00	0.00	0.00	41,522.20
421-00 DEFERRED TAX REVENUE	905,895.88	927,016.39	0.00	0.00	0.00	927,016.39
422-00 KEN MATTHEWS SCHOLARSHIP FUN	7,569.17	7,588.25	0.00	0.00	34.69	7,622.94
423-00 DR. CARY CEMETERY TRUST FUND	1,050.55	1,051.09	0.00	0.00	0.52	1,051.61
424-00 HAMILTON LIBRARY TRUST FUND	1,893.69	1,898.05	0.00	0.00	4.27	1,902.32
425-00 KNOX LIBRARY MEMORIAL FUND	10,411.75	10,441.28	0.00	0.00	29.01	10,470.29
426-00 CLARA PIPER MEM FUND	674.84	675.19	0.00	0.00	0.35	675.54
427-00 JACK ROTH LIBRARY MEM FUND	14,122.19	14,223.92	0.00	395.00	78.45	13,907.37
429-00 BARBARA BREWER FUND	5,616.14	5,624.54	0.00	6.66	0.00	5,617.88
430-00 D. COOPER MEM FUND	49,628.45	49,721.48	0.00	2,000.00	92.03	47,813.51
432-00 MARGARET SHAW LIBRARY MEMORI	13,145.23	13,154.68	0.00	0.00	16.34	13,171.02
433-00 GORDON ROBERTSON MEM FUND	11,580.18	11,587.40	0.00	0.00	42.91	11,630,21

General Ledger Summary Report Fund(s): ALL April

	Pogipping	Pog. Pol	Curr Mnth		- Y T D	Balanc
Account	Beginning	Beg Bal				Ne
Account	Balance	Net	Net	Debits	Creuits	INC
- Gen Fund CONT'D	6 34 4 69	6 222 42	0.00	0.00	13 50	6 227 0
434-00 MEMORIAL INVESTMENT	6,214.88	6,223.42	0.00	0.00		6,237.0
435-00 RODERICK LIVING TRUST	16,581.87	16,598.74	0.00			16,646.7
436-00 AMBULANCE REIMBURSEMENT	18,284.78	18,284.78	0.00	675.52		18,284.7
437-00 DEFERRED AMBULANCE REVENUE	298,075.15	306,238.26	0.00	0.00		306,238.2
438-00 PHILIP TURNER LIBRARY MEMORIAL	,	9,119.27	0.00			7,255.8
441-00 AMBULANCE FUND BALANCE	1,005.62	1,005.62	0.00			1,005.6
447-00 EMA EQUIP RESERVE	1,991.79	1,991.79	0.00	0.00		1,991.7
450-00 RESOURCE RESERVE ACCOUNT	188,540.10	188,540.10	0.00	0.00		188,540.1
456-00 TAX REFIEF FUNDS 2021	194,790.77	194,790.77	0.00	0.00		194,790.7
456-01 2023 TAXPAYER RELIEF FUND	0.00	505,415.09	0.00	0.00		505,415.0
457-00 HOMELAND SECURITY RESERVE	2,277.92	2,277.92	0.00	0.00		2,277.9
460-00 YARD SALE	-1,178.79	-1,178.79	275.00	0.00		-843.7
461-00 CRAFT FAIR	10,745.60	10,745.60	0.00	0.00		10,823.6
462-00 CDBG HOUSING REHABILITATION	3,927.87	3,927.87	0.00	48.00		3,879.8
465-01 STORY OF CARIBOU	732.00	732.00	0.00	0.00		732.0
465-02 CARIBOU CARES ABOUT KIDS	-1,636.39	0.00	2,500.00	0.00		2,550.0
466-00 HERITAGE DAY	-8,000.00	-8,000.00	0.00	0.00		-8,000.0
467-00 MARATHON	-45,252.36	-45,252.36	0.00	0.00		-45,252.3
467-01 SMALL BUSINESS SATURDAY	245.00	245.00	0.00	0.00		245.0
469-00 DENTAL INSURANCE	2,197.36	2,197.36	-54.62	6,556.73		2,455.6
470-00 EYE INUSRANCE	619.76	614.20	10.79	1,144.64		636.4
471-00 RC2 TIF	105,493.72	105,493.72	9,000.00	0.00	•	114,493.7
472-00 ANIMAL WELFARE	16,675.21	16,739.21	170.00	50.00	2,276.00	18,965.2
473-00 DOWNTOWN TIF	15,420.00	15,420.00	0.00	0.00	0.00	15,420.0
474-00 CADET RESERVE	200.00	200.00	0.00	0.00	0.00	200.0
477-00 LED STREET LIGHTS	88,575.53	88,575.53	0.00	0.00	0.00	88,575.5
478-00 G. HARMON MEM FUND	6,819.74	6,822.29	0.00	0.00	25.84	6,848.1
480-00 CITY RETIREMENT	1,079.76	1,079.76	0.00	0.00	0.00	1,079.7
483-02 DUE TO FUND 2	957,281.72	957,281.72	0.00	0.00	2,624.82	959,906.5
483-03 DUE TO FUND 3	915,685.81	927,875.49	15,571.23	0.00	28,309.92	956,185.4
483-04 DUE TO FUND 4	464,215.22	469,481.14	0.00	0.00	0.00	469,481.1
483-05 DUE TO FUND 5	4,034,026.40	4,034,026.64	0.00	0.00	2,790.68	4,036,817.3
484-02 DUE FROM FUND 2	-950,787.07	-953,003.25	-5,137.78	73,943.68	0.00	-1,026,946.9
484-03 DUE FROM FUND 3	-803,565.64	-804,312.40	-8,286.12	38,040.30	0.00	-842,352.7
484-04 DUE FROM FUND 4	-427,599.82	-427,708.71	-3,918.74	16,724.80	0.00	-444,433.5
484-05 DUE FROM FUND 5	-3,285,958.59	-3,356,433.27	-17,876.97	56,149.56	0.00	-3,412,582.8
486-00 RETIREMENT RESERVE	4,139.00	4,139.00	0.00	0.00	0.00	4,139.0
488-00 CHRISTMAS LIGHTS	-3,920.70	-3,920.70	0.00	2,640.00	0.00	-6,560.7
490-00 T/A PROPERTY REMEDIATION RES	28,128.47	28,128.47	0.00	0.00	0.00	28,128.4
493-00 RSU 39 COMMITMENT	-1,082,828.06	-1,082,828.06	-312,899.43	1,251,597.72	0.00	-2,334,425.7
494-00 TRI COMMUNITY/AWS	324,082.00	324,082.00	0.00	0.00	0.00	324,082.0
496-00 BIRTH RECORDS STATE FEE	40.80	0.00	-19.60	293.20	398.40	105.2
497-00 DEATH RECORDS STATE FEE	123.60	0.00	-113.60	572.80	646.00	73.2
498-00 MARRIAGE RECORDS STATE FEE	28.80	0.00	-35.60	96.80	120.80	24.0
und Balance	4,339,697.56	3,823,800.57	-318,026.78	15,283,238.90	13,989,062.56	2,529,624.2
500-00 EXPENDITURE CONTROL	0.00	0.00	-738,936.49		11,942,649.15	8,632,074.1
510-00 REVENUE CONTROL	0.00	0.00	420,909.71			-8,724,529.5
600-00 FUND BALANCE	4,339,697.56	3,823,800.57	420,909.71	1,201,721.00		2,622,079.5
OU-UU I UND DADANCE	סכי <i>ו</i> פּטיברכייב	5,023,000.37	0.00	1,201,721.00	0.00	2,022,07510
- Snowmoible Trail Maintenance	0.00	0.00	0.00	148,918.50	148,918.50	0.0

General Ledger Summary Report Fund(s): ALL April

	Beginning	Beg Bal	Curr Mnth		Y T D	Balance
Account	Balance	Net	Net	Debits	Credits	Ne
2 - Snowmoible Trail Maintenance CONT'D						
Assets	0.00	0.00	0.00	0.00	0.00	0.0
Liabilities	35,141.44	37,357.62	5,137.78	7,267.32	73,943.68	104,033.98
and Fund	0.00	0.00	0.00	0.00	0.00	0.0
Balances	35,141.44	37,357.62	5,137.78	7,267.32	73,943.68	104,033.9
365-11 TRAIL MAINTENANCE RESERVE	41,636.09	41,636.09	0.00	4,642.50	0.00	36,993.5
483-01 DUE TO FUND 1	950,787.07	953,003.25	5,137.78	0.00	73,943.68	1,026,946.9
484-01 DUE FROM FUND 1	-957,281.72	-957,281.72	0.00	2,624.82	0.00	-959,906.5
Fund Balance	-35,141.44	-37,357.62	-5,137.78	141,651.18	74,974.82	-104,033.9
500-00 Expense Control	0.00	0.00	-5,137.78	69,301.18	70,411.00	1,109.8
510-00 Revenue Control	0.00	0.00	, 0.00	, 72,350.00	2,624.82	-69,725.1
600-00 Fund Balance	-35,141.44	-37,357.62	0.00	0.00	1,939.00	-35,418.6
				200 111 22	200 144 22	0.0
3 - Housing Department Assets	0.00 0.00	0.00 0.00	0.00 0.00	209,144.22 0.00	209,144.22 0.00	0.0 0.0
	0.00	0.00	0.00	0.00	0100	010
iabilities	-50,723.99	-62,166.91	-7,285.11	28,309.92	38,040.30	-52,436.5
nd Fund	0.00	0.00	0.00	0.00	0.00	0.0
alances	-50,723.99	-62,166.91	-7,285.11	28,309.92	38,040.30	-52,436.5
409-00 HOUSING RESERVE	61,396.18	61,396.18	0.00	0.00	0.00	61,396.1
483-01 DUE TO FUND 1	803,565.64	804,312.40	8,286.12	0.00	38,040.30	842,352.7
484-01 DUE TO FUND 1	-915,685.81	-927,875.49	-15,571.23	28,309.92	0.00	-956,185.4
und Balance	50,723.99	62,166.91	7,285.11	180,834.30	171,103.92	52,436.5
500-00 Expense Control	0.00	0.00	-8,286.12	38,040.30	143,292.42	105,252.1
510-00 Revenue Control	0.00	0.00	15,571.23	142,794.00	27,811.50	-114,982.5
600-00 Fund Balance	50,723.99	62,166.91	0.00	0.00	0.00	62,166.9
- FSS	0.00	0.00	0.00	81,455.80	81,455.80	0.0
ssets	0.00	0.00	0.00	0.00	0.00	0.0
iabilities	-31,615.40	-23,469.43	3,918.74	0.00	16,724.80	-6,744.6
nd Fund	0.00	0.00	0.00	0.00	0.00	0.0
alances	-31,615.40	-23,469.43	3,918.74	0.00	16,724.80	-6,744.6
409-00 HOUSING RESERVE	5,000.00	18,303.00	0.00	0.00	0.00	18,303.0
483-01 DUE TO FUND 1	427,599.82	427,708.71	3,918.74	0.00	16.724.80	444,433.5
484-01 DUE FROM FUND 1	-464,215.22	-469,481.14	0.00	0.00	0.00	-469,481.1
und Balance	31,615.40	23,469.43	-3,918.74	81,455.80	64,731.00	6,744.6
	0.00	0.00	-3,918.74	16,724.80	64,731.00	48,006.2
500-00 Expense Control 510-00 Revenue Control	0.00	0.00	-3,918.74	64,455.00	0.00	-64,455.0
600-00 Fund Balance	31,615.40	0.00 23,469.43	0.00	276.00	0.00	23,193.4
	51,015,10	25,105.15	0.00	2,000		States
- ECONOMIC DEV	0.00	0.00	0.00	420,881.49	420,881.49	0.0

General Ledger Summary Report Fund(s): ALL April

	Beginning	Beg Bal	Curr Mnth		Y T D	Balance
Account	Balance	Net	Net	Debits	Credits	Net
5 - ECONOMIC DEV CONT'D						
Assets	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities	-471,297.33	-400,822.89	17,876.97	2,790.68	58,940.24	-344,673.33
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	-471,297.33	-400,822.89	17,876.97	2,790.68	58,940.24	-344,673.33
473-00 DOWNTOWN TIF	26,493.86	26,493.86	0.00	0.00	0.00	26,493.86
474-00 TRAIL GROOMER RESERVE	124.66	124.66	0.00	0.00	2,790.68	2,915.34
475-00 REVOLVING LOAN RESERVE	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00
476-00 FIRE STATION RESERVE	50,151.96	50,151.96	0.00	0.00	0.00	50,151.96
483-01 DUE TO FUND 1	3,285,958.59	3,356,433.27	17,876.97	0.00	56,149.56	3,412,582.83
484-01 DUE FROM FUND 1	-4,034,026.40	-4,034,026.64	0.00	2,790.68	0.00	-4,036,817.32
Fund Balance	471,297.33	400,822.89	-17,876.97	418,090.81	361,941.25	344,673.33
500-00 Expense Control	0.00	0.00	-17,877.20	56,150.29	361,940.00	305,789.71
510-00 Revenue Control	0.00	0.00	0.23	315,000.52	1.25	-314,999.27
600-00 Fund Balance	471,297.33	400,822.89	0.00	46,940.00	0.00	353,882.89
Final Totals	1,431.00	194,049.00	0.00	22,697,270.61	22,891,319.61	0.00

Expense Summary Report Fund: 1 April

05/16/2023 Page 1

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
10 - GENERAL GOVERNMENT	858,848.00	59,545.71	258,245.26	600,602.74	30.07
17 - HEALTH & SANITATION	266,338.00	22,150.00	66,450.00	199,888.00	24.95
18 - MUNICIPAL BUILDING	81,192.00	6,204.43	26,188.44	55,003.56	32.25
20 - GENERAL ASSISTANCE	43,047.00	4,016.57	14,313.45	28,733.55	33.25
22 - TAX ASSESSMENT	244,872.00	14,720.79	64,020.02	180,851.98	26.14
25 - LIBRARY	246,853.00	19,028.67	83,789.29	163,063.71	33.94
31 - FIRE/AMBULANCE DEPARTMENT	2,657,355.00	215,706.92	919,051.58	1,738,303.42	34.59
35 - POLICE DEPARTMENT	1,870,972.00	123,058.86	538,033.45	1,332,938.55	28.76
38 - PROTECTION	382,000.00	31,386.25	125,257.15	256,742.85	32.79
39 - CARIBOU EMERGENCY MANAGEMENT	14,130.00	315.66	3,259.34	10,870.66	23.07
40 - PUBLIC WORKS	2,709,266.00	164,370.40	832,069.94	1,877,196.06	30.71
50 - RECREATION DEPARTMENT	656,665.00	58,819.33	217,286.79	439,378.21	33.09
51 - PARKS	198,997.00	10,932.52	44,490.15	154,506.85	22.36
50 - AIRPORT	101,462.00	3,170.82	31,224.16	70,237.84	30.77
51 - CARIBOU TRAILER PARK	13,455.00	1,888.47	4,232.99	9,222.01	31.46
55 - CEMETERIES	6,850.00	0.00	0.00	6,850.00	0.00
70 - INS & RETIREMENT	90,452.00	3,314.89	18,219.52	72,232.48	20.14
75 - CONTRIBUTIONS	7,648.00	0.00	0.00	7,648.00	0.00
30 - UNCLASSIFIED	31,775.00	306.20	8,921.30	22,853.70	28.08
35 - CAPITAL IMPROVEMENTS	1,404,950.00	0.00	0.00	1,404,950.00	0.00
Final Totals	11,887,127.00	738,936.49	3,255,052.83	8,632,074.17	27.38

3

Carib	ou
9:34	AM

Expense Summary Report

Fund: 2 April

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	
52 - SNOWMOIBLE TRAIL MAINTENANCE	70,411.00	5,137.78	69,301.18	1,109.82	98.42
Final Totals	70,411.00	5,137.78	69,301.18	1,109.82	98.42

Caribou 9:48 AM		- Fund:	Expense Summary Report Fund: 3 April					
	Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent		

142,794.00

142,794.00

8,286.12

8,286.12

37,541.88

37,541.88

26.29

26.29

5

105,252.12

105,252.12

24 - HOUSING

Final Totals

Expense Summary Report Fund: 4

April

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
96 - SECTION 8 - FSS PROGAM	64,731.00	3,918.74	16,724.80	48,006.20	25.84
Final Totals	64,731.00	3,918.74	16,724.80	48,006.20	25.84

Caribou 9:50 AM

Expense Summary Report Fund: 5

April

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
11 - ECONOMIC DEVELOPMENT	308,037.00	16,312.76	50,024.16	258,012.84	16.24
12 - NYLANDER MUSEUM	53,903.00	1,564.44	6,126.13	47,776.87	11.37
Final Totals	361,940.00	17.877.20	56,150.29	305,789.71	15.51

Caribou 9:52 AM

Revenue Summary Report Fund: 1 April

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
10 - GENERAL GOVERNMENT	7,453,700.00	290,996.88	1,102,208.56	6,351,491.44	14.79
18 - MUNICIPAL BUILDING	2,000.00	0.00	0.00	2,000.00	0.00
20 - GENERAL ASSISTANCE	19,200.00	521.87	6,770.50	12,429.50	35.26
22 - TAX ASSESSMENT	1,037,800.00	0.00	0.00	1,037,800.00	0.00
23 - CODE ENFORCEMENT	6,000.00	162.50	1,270.00	4,730.00	21.17
25 - LIBRARY	5,000.00	0.00	632.85	4,367.15	12.66
31 - FIRE/AMBULANCE DEPARTMENT	1,620,913.00	113,850.50	586,199.01	1,034,713.99	36.16
35 - POLICE DEPARTMENT	65,777.00	292.00	7,000.44	58,776.56	10.64
39 - CARIBOU EMERGENCY MANAGEMENT	2,400.00	0.00	600.00	1,800.00	25.00
40 - PUBLIC WORKS	202,667.00	11,279.50	45,118.00	157,549.00	22.26
50 - RECREATION DEPARTMENT	15,600.00	72.50	5,182.50	10,417.50	33.22
51 - PARKS	300.00	0.00	0.00	300.00	0.00
50 - AIRPORT	48,000.00	3,233.96	9,845.63	38,154.37	20.51
51 - CARIBOU TRAILER PARK	3,000.00	500.00	2,000.00	1,000.00	66.67
70 - INS & RETIREMENT	9,000.00	0.00	0.00	9,000.00	0.00
Final Totals	10,491,357.00	420,909.71	1,766,827.49	8,724,529.51	16.84

Caribou 9:53 AM

Revenue Summary Report

Fund: 2

05/16/2023 Page 1

April

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
52 - SNOWMOIBLE TRAIL MAINTENANCE	72,350.00	0.00	2,624.82	69,725.18	3.63
Final Totals	72,350.00	0.00	2,624.82	69,725.18	3.63

Caribou 9:54 AM	Revenue Summary Report Fund: 3 April					05/16/2023 Page 1
	Budget	Curr Mnth	YTD	Uncollected	Percent	
Account	Net	Net	Net	Balance	Collected	
24 - HOUSING	142,794.00	15,571.23	27,811.50	114,982.50	19.48	
Final Totals	142,794.00	15,571.23	27,811.50	114,982.50	19.48	

Caribou 9:55 AM	Revenue Summary Report Fund: 4 April					05/16/2023 Page 1
	Budget	Curr Mnth	YTD	Uncollected	Percent	
Account	Net	Net	Net	Balance	Collected	
96 - SECTION 8 - FSS PROGAM	64,455.00	0.00	0.00	64,455.00	0.00	
Final Totals	64,455.00	0.00	0.00	64,455.00	0.00	

Caribou 9:56 AM

Revenue Summary Report

Fund: 5 April 05/16/2023

Page 1

		F				
Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected	
11 - ECONOMIC DEVELOPMENT	315,000.00	0.00	0.00	315,000.00	0.00	
12 - NYLANDER MUSEUM	0.00	0.23	0.73	-0.73		
Final Totals	315,000.00	0.23	0.73	314,999.27	0.00	

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

SALE DE LIVERTE

MEMO

TO:Caribou City CouncilFROM:Caribou Planning BoardRE:Dangerous Buildings 2023DATE:May 16, 2023

Re: Three Dangerous Properties that will require action depending on priorities and discretion of Caribou City Council, 7 Water Street, 24 Park Street, 375 Belanger Road.

Councilors,

Pursuant to dangerous or nuisance properties within the meaning of 17 M.R.S.A. §§ 2852-2859, and to determine, if any, remedy is appropriate there are three properties that may require Council Action.

The three properties referenced represent unique challenges for the City.

- 7 Water Street Tax Map 031 Lot 171 is a very dangerous situation that has left a large hole in Water Street, the owners have declared bankruptcy amid extreme health concerns, there was no insurance on the property at the time of the devastating fire, the lender has taken back the mortgage to satisfy their interest without taking possession of the property. Inaction by the City results in continued loss of income from the remaining business at the end of that building block. If the hole is to be secured and filled the property must be deemed dangerous pursuant to 17 M.R.S.A. §§ 2852-2859.
- 24 Park Street is a property currently held by a mortgage company. Still listed as being owned by Laurie Mueller in the City Trio Data Base, Mr. Cooper Company from Dallas Texas acquired the property after foreclosure and the property is currently managed by CVS Asset Management. This building has fallen into disrepair, the foundation is failing and is not secure. These conditions have persisted for many years and notices first served to Ms. Mueller then Mr. Cooper went unanswered. Correspondence with CVS Asset Management has yielded the position adopted by the "Investor" as unwilling to secure or demolish the building and encouraged the City to undertake this project and then send them the bill. This request is unorthodox and unprecedented however the building is a danger to the neighborhood.
- 375 Belanger Road represents a different challenge, is a tax acquired property now held by the City of Caribou. The prior owners have chosen to stay on the property in a series of makeshift shacks and campers and have continued to dump refuse upon the land. These people are in effect trespassing on City Property however these conditions have persisted since the property was taken for nonpayment of taxes in 2022 so now an eviction process should be initiated.

As stated, these properties represent unique challenges for the City over and above typical Code Enforcement Officer action. 7 Water Street, though the fire has been extinguished, is still an emergency in that we have a thirty-foot hole adjacent to our city way and sidewalk.

24 Park Street is more of a chronic situation that has persisted for a decade and is an example of a national issue regarding property foreclosures referenced as recently as May 2, 2023, in the Bangor Daily News where these mortgage and land companies hold properties with little or no incentive to resell or redevelop until all value is gone and the community is left to clean up the mess.

Finally, 375 Belanger Road is a situation that the City generally avoids when taking property due to nonpayment of taxes in that typically the properties would be placed out to bid and the new owner would then take possession and ultimately deal with the former residents. In this case the former owners chose to stay and have created an ecological disaster discouraging the sale of the property. The results will be an eviction process and potentially clean-up of years of accumulated tires (hundreds) and various junk and refuse including human waste.

Suggested Action: The suggested date of Public Hearing for the properties at 7 Water Street and 24 Parks Street should be set at June 22, 2023, Caribou City Council Meeting. Council wishes for the eviction process for 375 Belanger Road would be by Council's Discretion and can be initiated at any time.

Mucher Best regards,

City of Caribou CEO/Zoning Administrator



City Manager's Report May 22, 2023

THE SE	Economic Projects
UNITED	
River Front - Powerplants	Ne new updates
Broadband Initiative	No new updates
CDBG	No new updates
Ogren Dump Solar Project	No new updates
Events and Marketing	Thursdays on Sweden Street begins June 1. Theme: "Summer Safety Shindig", live entertainment by the "River Road Country Band" and Northern Maine Brewing Company will be your hosts in the outdoor café.
Landbank	No new updates
Chapter 13 Rewrite	No new updates
Federal American Rescue Plan Act	No new updates
Blight Cleanup	No new updates
Birdseye Cleanup	No new updates
Caribou Development Committee	This is an agenda item on tonight's meeting
River Front - Master Plan	NBRC Application is on tonight's agenda
Façade Improvement Program	No new updates
Aldrich ATV/Snowmobile Storage	No new updates
Caribou Economic Growth Council	No new updates
Business Outreach	The city manager is currently taking a Business Retention and Expansion course online

	Other Administrative Projects
Tax Acquired Property Policy	No new updates
Nylander	Appointments to the Board of Trustees is on tonight's agenda
Fire Structural Work	No new updates
Fire Station Renovations	No new updates
Police Station	No new updates
River Road	No new updates
Investment Policy	no new updates
Trailer Park Closure	No new updates
Cable Franchise Renewal	No new updates
Airport	Apron project is on tonight's agenda
Personnel Policy	No new updates
New LED Street lights	No new updates
Comp Plan Update	Next work session will be on Thursday May 25 at the Wellness Center
COVID-19 Status	No new updates
15 Prospect Street	No new updates
Water Street Fire	Many calls have been received about this
Age-Friendly Efforts	No new updates
Personnel Changes	Everyone is invited to an open house for Ken Murchison on Thursday May 25 from 2 - 4 pm
Other Updates	The City is waiting for the announcement on May 26 of the projects awarded Brownfields Grant funding for 2023.
Administrative Approvals	Caribou Country Club liquor license
DOT Village Partnership	No new updates

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO



To: Mayor and City Council Members
From: Penny Thompson, City Manager
Date: May 22, 2023
Re: Proposed Memorandum of Understanding with IAFF Local 5191

The Caribou Fire and Ambulance Department is currently advertising to hire crew members to fill three open positions. It has been difficult to recruit experienced candidates because there is not a provision for lateral transfers.

IAFF Local 5191 asked if the Caribou City Council would be agreeable to allowing this update to the contract through the approval of a Memorandum of Understanding. A draft MOU is included on the next page.

Suggested Action:

Please make a motion to approve the Memorandum of Understanding as presented.



Caribou Professional Firefighters IAFF Local 5191

121 High St, Caribou Maine, 04736 Phone: 207-551-8822 | Email: Cariboulocal5191@gmail.com

Memorandum of Understanding

Between

Caribou Professional Firefighters, IAFF Local 5191

<u>And</u>

The City of Caribou, Maine

This Memorandum of Understanding (MOU) is entered into by the City Of Caribou, Maine, herein referred to as the "Employer" or the "City" and the Caribou Professional Firefighters, Local 5191, herein referred to as the "IAFF" or the "Union" and jointly referred to as the "parties".

Purpose: The purpose of this MOU is for the parties to change the language of Article 9 Hours of Work – Workweek – Wages Section 3 Paragraph 2. That paragraph states "Starting pay for new hires, who are certified at the Intermediate level, will receive base wages at the one-year step and those hired at the Paramedic Level, will receive base wages starting at the three-year step. All other seniority benefits are to be at the starting pay level."

Background: On April 5th 2023, Scott Dow and Ryan Hall, members of the IAFF Local 5191 Executive Board, met with the City of Caribou City Manager Penny Thompson, to discuss recruitment for the fire department which had two positions open and had no applicants. The Union asked if the City would agree for potential applicants with EMS licenses to be paid at a level that is more aligned with their experience. This was agreed to as well as bring Angela Fuller and Ryan Hall up to the five-year step, as they would meet the updated requirements. In the Union meeting held on 6th of April 2023, Union members met to discuss the possibility of changing article 9 and allowing new hires, with an EMS license, to be paid at the level aligning with their experience up to the fifth-year step. All Union members agreed to the proposal.

Action: The parties agree to change the language of Article 9 Hours of Work – Workweek – Wages Section 3 Paragraph 2 to read: "Starting pay for new hires with EMS experience, currently practicing for a transporting ambulance agency, will start at a base pay rate equivalent to their number of years of experience, up to the 5th year step. All other Seniority benefits are to be at the starting pay level. "

For the Union (IAFF Local 5191)	For t	he Employer (City of Caribou)
	Date	Date
		PIRE FIGHS
		519 66

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO



To: Mayor and City Council Members
From: Penny Thompson, City Manager
Date: May 22, 2023
Re: Proposed Memorandum of Understanding with Nurture By Nature

At the November 28, 2022, City Council meeting, the City Council voted to allow the Caribou Parks & Rec to go forward with the project of a Caribou Community Garden. Since that time, the Superintendent Parks and Recreation, Gary Marquis, has been working with Laura Bagley of Nurture By Nature on a plan to establish a community garden in an area of the former Caribou Trailer Park. Nurture By Nature has presented the City with a Memorandum of Agreement which follows.

The proposed agreement was sent to legal for review. These items were identified as discussion points:

- 1. I'm not certain how the City will 'rent' plots to residents. If plots are numbered and separated somehow, I suppose it's possible.
- 2. It wouldn't hurt to specify the size of the garden and the percentage to be allocated to Nurture by Nature.
- 3. Likely not a high-risk venture, but the City should check with MMA as to any insurance issues. Nurture by Nature should agree to indemnity the City in the Agreement as to any claims arising out of its area of the garden.
- 4. Part 8 should be amended so that either party can terminate at the end of each year on 30 days written notice. The City is installing all the infrastructure so the City should have the right to terminate it without the consent of the other party.

Regarding # 3, the Finance Director has checked with MAA and received this response: "MMA can provide Liability coverage for the City of Caribou for our operations under this agreement at no additional charge. Nuture by Nature should have their own coverage for their operations noted in this agreement. We will need to collect a certificate of insurance from them evidencing their General Liability coverage."

This parcel is technically part of the airport property. The ramifications of this would be that market rent would need to be charged and collected, and, any revenue generated as a part of the project would need to be designated for aviation activities.

Suggested Action:

This can be treated as a first read, or the City Council could approve the agreement as presented, or the City Council could approve the agreement with amendments.

The agreement submitted for review is on the following pages.

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CARIBOU MAINE AND NURTURE BY NATURE

This Memorandum of Agreement ("MOA" or "Memorandum"), is entered into on <<date>> (the "Effective Date"), by and between the City of Caribou (herein the "City" or "First Party"), and Nurture By Nature, a Maine non-profit corporation (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively as the "Parties."

1. PURPOSE: the purpose of this MOA is to define a cooperative relationship between the two Parties to achieve the shared goal of establishing, operating, and maintaining a Caribou Community Garden. The Caribou Community Garden will be a place for individuals to grow their own produce and create a place of positive contribution to the community. Caribou Parks and Recreation Department will oversee one area of the garden, renting various plots out to individuals and families. Nurture by Nature will create and maintain a separate, dedicated area of the garden that will be open for all to participate in and experience the benefits of gardening. In addition to providing a place to grow produce, other uses of the Nurture by Nature space may include youth gardening programs, educational workshops, activities for seniors, opportunities for community connection and more. Produce grown from this area will be donated to local food pantries and other organizations to assist with food security efforts across the community.

2. BACKGROUND: the City of Caribou and Nurture by Nature have agreed that working together to develop and establish the Caribou Community Garden would be a beneficial addition to the City and to the citizens of Caribou. The Parties further agreed that the former trailer park area by the Caribou Municipal Airport would be an ideal location for the garden. Caribou Parks and Recreation Department and Nurture by Nature presented their proposal to the Caribou City Council on November 28, 2022, and it was approved unanimously. Since that time, Caribou Parks and Recreation Department and Nurture by Nature have been refining their plans, advertising to the public, and applying for potential grant funding.

3. RESPONSIBILITIES OF THE PARTIES:

City of Caribou

- Provide an exclusive, dedicated and no-cost area for ongoing Nurture by Nature operations
- Permit the installation of 1 garden shed and 1 gazebo in Nurture by Nature's dedicated area along with other common garden additions such as a bench and picnic table
- Provide Parks and Recreation Department support, as required
 - Ground preparation (tilling)

- o Soil testing and amendments
- Removal of trees/concrete slabs
- o Installation of lighting
- o Maintenance of and access to water supply
- o Material and installation of walkways and parking area
- o Surplus equipment, materials
- o Sponsor grant submissions

Nurture by Nature

- Maintain its dedicated area of the Garden
- Advertise/market to community
- Act as Garden Coordinator between the Parties, as needed
- Establish dedicated area for wheelchair accessible raised beds
- Conduct events and programs
- Maintain inventory and security of its equipment/materials
- Donate extra produce to local food pantries

Shared Responsibilities

- Work together to establish a shared compost area
- 4. POINTS OF CONTACT: the principal Points of Contact for this MOA are listed below.

<u>City of Caribou</u> Gary Marquis, Director of Parks and Recreation (207) 551-5883 gmarquis@cariboumaine.org

<u>Nurture by Nature</u> Laura Bagley, Director (207) 496-8004 laura@nurturebynaturemaine.com

5. COSTS: in general, each Party is responsible for funding its respective area of the Garden. For areas or uses common to both Parties, the Parties may enter into further agreement(s) to jointly fund those items or share costs in a proportion acceptable to both Parties.

6. EFFECTIVE DATE AND TERM: this MOA becomes effective as of the "Effective Date" specified above and will remain in effect indefinitely, until rescinded or modified by written, mutual agreement of both Parties.

7. SEVERABILITY: if any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent possible.

8. AMENDMENT, MODIFICATION AND TERMINATION: this MOA may be terminated, amended or modified only by written, mutual agreement of the Parties.

9. ACCEPTANCE OF AGREEMENT:

Penny Thompson, City Manager City of Caribou Date

Laura Bagley, Director Nurture By Nature Date

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO



To: Mayor and City Council Members
From: Penny Thompson, City Manager
Date: May 22, 2023
Re: Authorization for City Manager to sign contracts related to Airport Apron Project

The apron project at the Caribou Municipal Airport has been approved by the Maine DOT and the FAA. This will be a three-year project. The City of Caribou has been working with Stantec on the documents needed to access the funds needed for the project. Stantec has a contract with the City of Caribou to work as our consultant and will be hired to oversee this project.

The documents which currently require authorization for a signature are a grant application to the FAA for phase one, design, and a contract with General Aviation Consultant, Stantec, for services for the entire project. The cost for the project will be funded as follows: 90% from FAA CIP funds, 5% from Maine DOT Airport CIP funds and 5% from capital funds appropriated by the Caribou City Council through the budget process.

The total cost of the project, over three years, is estimated to be \$1,120,000. The total amount to be paid by the City of Caribou over three years is estimated to be \$56,000 (\$6,000 in 2023, \$38,000 in 2024, \$10,800 in 2025).

Copies of relevant documents follow.

Suggested Action:

Please make a motion to authorize City Manager Penny Thompson to execute the needed contracts and documents for the Caribou Municipal Airport apron project.

	Caribou CAR	Caribou Municipal Airport		Airport Mrg Dave Ouellette	Level IV	GCA Begin Date: GCA Ordering Period Expiration: GCA Expiration:	6/1/2026	Stantec Seth Lovley Erv Deck				8/26/2022
Γ				Annual	Available	Project	Total	AIP and BIL	State	Sponsor	Funds	Project funds
	WIN	Year	Carry Over	Contributions	Funds	Description	Project Costs	Funding Used	Share	Share	Remaining	Needed
						carry over					\$260,669	
		2022 AIP	\$260,669	\$150,000	\$410,669	save	\$0	\$0	\$0	\$0	\$410,669	\$0
w	18688.08	2022 BIL		\$110,000	\$110,000	save	\$0	\$0	\$0	\$0	\$110,000	\$0
w	18688.04	2023 AIP	\$410,669	\$150,000	\$560,669	save	\$0	\$0	\$0	\$0	\$560,669	\$0
		2023 BIL	\$110,000	\$113,000	\$223,000	Design Apron Reconstruction and Wildlife Assessment/ 1-day	\$120,000	\$108,000	\$6,000	\$6,000	\$115,000	\$0
	18688.05	2024 AIP	\$560,669	\$150,000	\$710,669	Reconstruct Terminal Apron & Portion Tie-Down Apron Ph 1	\$760,000	\$684,000	\$38,000	\$38,000	\$26,669	\$0
						Reconstruct Terminal Apron & Portion						
	18688.06	2024 BIL	\$115,000	\$110,000	\$225,000	Tie-Down Apron Ph 2	\$240,000	\$216,000	\$12,000	\$12,000	\$9,000	\$0
		2025 AIP	\$26,669	\$150,000	\$176,669	save	\$0	\$0	\$0	\$0	\$176,669	\$0
_		2025 BIL	\$9,000	\$110,000	\$119,000	save	\$0	\$0	\$0	\$0	\$119,000	\$0
		2026 AIP	\$176,669	\$150,000	\$326,669	SRE - Carrier Vehicle	\$300,000	\$270,000	\$15,000	\$15,000	\$56,669	\$0
_	18688.07	2026 BIL	\$119,000	\$110,000	\$229,000	SRE - Snowblower Attachment	\$200,000	\$180,000	\$10,000	\$10,000	\$49,000	\$0
		2027 AIP	\$56,669	\$150,000	\$206,669	save	\$0	\$0	\$0	\$0	\$206,669	\$0
		2028 AIP	\$206,669	\$150,000	\$356,669	Security Fence Improvements	\$290,000	\$261,000	\$14,500	\$14,500	\$95,669	\$0

Notes:

Crack seal and paint work to be done locally. (roughly the same cost as 5% share)

Follow up: SRE - eligible for two pieces of equipment. Snowblower? Plow? Snowbasket? Dump Truck & Hopper? Loader? Wildlife site visit done in 2015.

Fuel Farm WIN 18688.01

Taxilane for Hangars 18688.02

Loader with blower, bucket, and plow attachments No site visit in 2015, doing one in 2023

Application for Fe	deral Assistance SF	424			
*1. Type of Submissi	on: *2. T	pe of Applicati	ion * If Revision, select appropriate letter(s):		
Preapplication X New					
X Application		ontinuation	* Other (Specify)		
Changed/Correct	ed Application	evision			
*3. Date Received:	4. Applic	ant Identifier:			
5a. Federal Entity Ide	entifier:		*5b. Federal Award Identifier:		
State Use Only:			•		
6. Date Received by	State:	7. State Ap	pplication Identifier:		
8. APPLICANT INFO	DRMATION:	-			
*a. Legal Name: Cit	ty of Caribou				
*b. Employer/Taxpay 01-6000101	er Identification Number	(EIN/TIN):	*c. UEI: V47YYH3PGJS8		
d. Address:					
*Street 1:	25 High Street				
Street 2:					
*City:	Caribou				
County/Parish:	n: Aroostook				
State: Province: ME					
*Country:	USA: United States				
*Zip / Postal Code	04736-2710				
e. Organizational U	nit:		1		
Department Name:			Division Name:		
f. Name and contac	ct information of perso	n to be contac	ted on matters involving this application:		
Prefix: Mr	· *First Name:	Seth		Π	
Middle Name: M					
*Last Name: Lo	*Last Name: Lovley				
Suffix:					
Title: Project Manag	ger				
Organizational Affiliation:					
*Telephone Number: (207)631-8976 Fax Number:					
*Email: seth.lovley	@stantec.com				

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type:
C: City or Township Government
Type of Applicant 2: Select Applicant Type: Pick an applicant type
Type of Applicant 3: Select Applicant Type: Pick an applicant type
*Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: 20.106
CFDA Title: Airport Improvement Program
*12. Funding Opportunity Number:
NA
*Title:
NA
13. Competition Identification Number:
NA
Title: NA
14. Areas Affected by Project (Cities, Counties, States, etc.):
*15. Descriptive Title of Applicant's Project:
Reconstruct Apron (approx. 5,000 SY) Phase 1, Design

Attach supporting documents as specified in agency instructions.

Application for Federal Assi	istance SF-424				
16. Congressional Districts Of:					
*a. Applicant: 2nd ME	*b.	Program/Project: 2	nd ME		
Attach an additional list of Progra	m/Project Congressional Districts if need	led.			
17. Proposed Project:					
*a. Start Date: 05/01/2022	*	b. End Date: 05/30/	2024		
18. Estimated Funding (\$):					
*a. Federal	\$ 114,750				
*b. Applicant	\$ 6,375				
*c. State	\$ 6,375				
*d. Local	\$ 0				
*e. Other	\$ 0				
*f. Program Income	\$ 0				
*g. TOTAL	\$ 127,500				
 □ 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:	Authorized Representative:				
Prefix: Mrs.	*First Name: Penny				
Middle Name:					
*Last Name: Thompson Suffix:					
*Title: City Manager					
*Telephone Number: (207) 493-5961 Fax Number:					
* Email: pthompson@cariboumaine.org					
*Signature of Authorized Represe	entative:		*Date Signed: 05/23/2023		



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A				
The term "Sponsor" refers to the applica	nt name provided in box 8 of the associated SF-4	424 form.		
Item 1. Does Sponsor maintain an active registr (www.SAM.gov)?	ation in the System for Award Management	X Yes	□ No	
Item 2. Can Sponsor commence the work identi grant is made or within six months after	fied in the application in the fiscal year the the grant is made, whichever is later?	X Yes	🗌 No	□ N/A
Item 3. Are there any foreseeable events that we provide attachment to this form that lists	ould delay completion of the project? If yes, the events.	Yes	🛛 No	□ N/A
Item 4. Will the project(s) covered by this request environment that require mitigating measures mitigating measures to this application a environmental document(s).	sures? If yes, attach a summary listing of	☐ Yes	□ No	🛛 N/A
Item 5. Is the project covered by this request inc Charge (PFC) application or other Feder identify other funding sources by checkin		☐ Yes	X No	□ N/A
☐ The project is included in an <i>approv</i>	ed PFC application.			
If included in an approved PFC	application,			
does the application only addres	ss AIP matching share? Yes No			
☐ The project is included in another Fe	ederal Assistance program. Its CFDA number is b	elow.		
Item 6. Will the requested Federal assistance in 2 CFR Appendix VII to Part 200, States a Indirect Cost Proposals?	clude Sponsor indirect costs as described in and Local Government and Indian Tribe	Yes	🗙 No	□ N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:				
De Minimis rate of 10% as perm	itted by 2 CFR § 200.414.			
Negotiated Rate equal to on	% as approved by (Date) (2 CFR part 200, appendix VII).	(the	e Cogniza	nt Agency)
Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.				

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 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 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:

Land use zoning in the vicinity of the Caribou Municipal Airport has been established and enforced by the City of Caribou. The Sponsor has a current approved Airport Master Plan Update and Airport Layout Plan displaying the vicinity of the airport that found no unreasonable or incompatible land use.

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

No exceptions taken.

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:

No exceptions taken.

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.

This project is in compliance with the Sponsor's municipal development plans.

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

The Sponsor has provided fair considerations to applicable community interests associated with this project.

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

The Sponsor has consulted the public advisory committee regarding this project.

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.

The proposed project does not require a public hearing.

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.

Not applicable, this project will not involve airport location, major runway extension, or runway location.

PART II - SECTION C (Continued)

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

No exceptions taken.

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 airport Sponsor holds the title, rights, and interest for the property upon which the project will be constructed. The Exhibit "A" is on file at the FAA.

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]

Not applicable, the airport Sponsor holds the title, rights, and interest for the property upon which the project will be constructed.

(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]

Not applicable, the airport Sponsor holds the title, rights, and interest for the property upon which the project will be constructed.

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL		
	1. Assistance Listing Number:	20.106
	2. Functional or Other Breakout:	2023 BIL AIG

	SECTION B – CALCULATION OF FEDERAL GRANT Latest Approved Adjustment				
Cost Classification	Amount (Use only for revisions)	+ or (-) Amount (Use only for revisions)	Total Amount Required		
1. Administration expense			\$ 992		
2. Preliminary expense			4,900		
3. Land, structures, right-of-way					
4. Architectural engineering basic fees			100,958		
5. Other Architectural engineering fees			20,650		
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. Subtotal (Lines 1 through 13)			\$ 127,500		
15. Estimated Income (if applicable)					
16. Net Project Amount (Line 14 minus 15)			127,500		
17. Less: Ineligible Exclusions (Section C, line 23 g.)					
18. Subtotal (Lines 16 through 17)			\$ 127,500		
19. Federal Share requested of Line 18			114,750		
20. Grantee share			6,375		
21. Other shares			6,375		
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 127,500		

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
24. Grantee Share – Fund Categories	Amount	
a. Securities		
b. Mortgages		
c. Appropriations (by Applicant)	6,375	
d. Bonds		
e. Tax Levies		
f. Non-Cash		
g. Other (Explain):		
h. TOTAL - Grantee share	\$ 6,375	
25. Other Shares	Amount	
a. State	6,375	
b. Other		
c. TOTAL - Other Shares	\$ 6,375	
26. TOTAL NON-FEDERAL FINANCING	\$ 12,750	

SECTION E – REMARKS

(Attach sheets if additional space is required)

I hereby certify that the Exhibit A Property Map dated December 1998, Updated April 2012, and attached to the Grant Application for AIP 3-23-0012-15-2012 reflects, to the best of my knowledge, the current information as of this date.

The above mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made part thereof.

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Reconstruct Apron (Approx. 5,000 SY) Phase 1, Design AIRPORT: Caribou Municipal Airport 1. Objective: See attached narrative. 2. Benefits Anticipated: 3. Approach: (See approved Scope of Work in Final Application) 4. Geographic Location: 5. If Applicable, Provide Additional Information: 6. Sponsor's Representative: (include address & telephone number) Stantec Consulting Services Seth Lovley, Project Manager 2211 Congress Street - Suite 380, Portland, ME 04102-1955; (207) 631-8976



PART IV – PROGRAM NARRATIVE

APPLICATION FOR FEDERAL ASSISTANCE

CARIBOU MUNICIPAL AIRPORT (CAR)

CARIBOU, MAINE

RECONSTRUCT APRON (Approx. 5,000 SY) PHASE 1, DESIGN

PROJECT OBJECTIVES

The proposed project is to improve safety and functionality for users at the Caribou Municipal Airport by reconstructing 5,000 square yards of terminal apron. The apron reconstruction will enhance safety at the airport by improving the pavement conditions of the apron area. The City of Caribou is seeking this grant for the design of the apron reconstruction in Fiscal Year (FY) 2023 through the Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) program. The construction phase of this project is proposed to be funded under an FAA Airport Improvement Program (AIP) grant in FY 2024.

PROJECT NARRATIVE

The project includes the data collection, design, and permitting for the reconstruction of the apron. Data collection will include a geotechnical investigation and topographical survey. Design will include pavement design, apron layout, and bidding documents. The project will also include a Wildlife Hazard Assessment Site Visit (WHASV.)

The existing asphalt pavement is in poor condition and exhibits extensive medium to high severity longitudinal, transverse and block cracking with areas of alligator cracking. The 2018 Maine DOT pavement condition report indicated a Pavement Condition Index (PCI) of 35. The existing 5,000 square yard apron is proposed to be reconstructed within its existing footprint. Full depth reconstruction is anticipated to be required due to the age and condition of the existing pavement.

The terminal apron provides access to the terminal hangar, airport fueling facilities, and several general aviation hangars. The terminal apron also provides aircraft tie-downs for itinerant aircraft parking.

The construction of the proposed project will include excavation of the existing apron pavement materials, placement of new aggregate subbase and base courses, new asphalt pavements, new aircraft tie-down anchors, and new pavement markings.

ESTIMATED COSTS

The breakdown of total estimated project costs included in this application is as follows:

Administration Expenses	\$992
Preliminary Expenses	
Geotechnical Investigation	\$12,000

Engineering Fees	\$99,212
Wildlife Hazard Assessment Site Visit	\$10,396
Total Estimated Project Amount	\$127,500
Total Estimated Federal Share (90% of the above)	\$114.750
Total Estimated State Share (5% of the above)	\$6.375
Total Estimated State Share (5% of the above) Total Estimated Local Share (5% of the above)	

Administrative expenses include shipping costs and legal expenses. Preliminary expenses include an independent fee estimate.

GRANT REIMBURSEMENT SCHEDULE

The following is a proposed FAA and MDOT grant reimbursement schedule for the project.

1 st FAA Reimbursement 2 nd FAA Reimbursement Final FAA Reimbursement	October 2023
MDOT Final Reimbursement (100%: Estimated \$6,375)	June 2024

PROJECT SCHEDULE

The following is a proposed schedule for the project:

Conduct Pre-Design/Scoping Meeting	May 2022
Submit Preliminary Plans & Specs	February 2023
Submit Grant Application	May 2023
Submit Final Plans & Specs	July 2023
Design Complete	December 2023

ENVIRONMENTAL STATUS

The FAA has determined that this project is categorically excluded in accordance with FAA Order 1050.1F 5-6.4(e) & (u).

USER COORDINATION

Notice to airport users will be conveyed through the City of Caribou's web site, local notices, and through NOTAM issuance concerning the proposed project. Comments received will be kept on file and any public concerns will be addressed appropriately.

GEOGRAPHIC LOCATION

The Caribou Municipal Airport is located approximately 160 miles north of Bangor in the northern region of Maine in Aroostook County. The airport is situated in the City of Caribou off North Main Street.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

The City of Caribou has maintained an FAA approved DBE program. A 0.76 percent DBE goal has been established for all federally funded projects at the Caribou Municipal Airport. A good faith effort will be put forward to meet the 0.76 percent DBE goal for this project.

MAINE DOT COORDINATION

The Maine Department of Transportation will fund 5% of the total project cost. Work has been and will be coordinated throughout the life of the project. Maine DOT will be invited to project meetings including scoping meetings and design meetings and coordination will also include preliminary and final design reviews, as well as monthly construction reports.

INTERGOVERNMENTAL COORDINATION (EXECUTIVE ORDER 12372)

The State of Maine does not participate in the Intergovernmental Review process that was established under Executive Order 12372. Intergovernmental agency coordination was conducted as noted below.

AGENCY REVIEW

The Maine Historic Preservation Commission was coordinated for the proposed project as well as US Fish and Wildlife. Coastal Zone management coordination is not applicable for the proposed project location, as the project site is not within their jurisdiction. Comments received from these agencies will be kept on file.

GENERAL NOTES

1. PROJECT PHOTOGRAPHS: CONTRACTOR TO PROVIDE DIGITAL PHOTOGRAPHS OF PROJECT AREA TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK: THESE PHOTOGRAPHS SHALL INCLUDE ALL HALL ROUTES, STORAGE AREAS, PUBLIC ROADWAYS, AREAS OF PROPOSED CONSTRUCTION AND ANY OTHER AREAS WHERE POTSIMILA CONTRACTOR FORCES MAY BE ICACIED.

2. AIRCRAFT OPERATIONAL AREAS (ADAs): ALL CONTRACTOR EQUIPMENT AND PERSONNEL SHALL REMAIN OUTSIDE THE DESIGNATED AIRCRAFT OPERATIONAL AREAS (ADAs) AT ALL TIMES EXCEPT AS ALLOWED UNDER THE WORK REQUIREMENTS AND WITH OWNER APPROVAL. ADAS ARE PERSCRIBED SQU OFEET ETHER ABLE OF THE RUMANY CONTEXTURE AND OFTER ETHER SIDE OF TAXIONAY CENTERLINES. REFER TO THE CONTRACT SPACE ALL PROVISIONS AND FAA ADVISORY CIRCULAR SIDS/S70-2, "OPERATIONAL SAFETY ON AIRPORTS TURING CONSTRUCTION," WHICH CONTANT SPECIFIC SAFETY REQUIREMENTS.

 NOTICES TO AIRMEN (NOTAMs): NOTAMs SHALL BE ISSUED BY THE OWNER AFTER COORDINATING WITH THE RESIDENT ENGINEER. NOTAMS SHALL BE ISSUED FOR RUNWAY CLOSURES AND REOPENING. NOTAMS SHALL BE COORDINATED IN WRITING A MINIMUM OF 72 HOURS IN AUAWADE UNLESS OTHERWISE SPECIFIED.

CONTRACTORS DEPENDENT NALL SOUTCES THE SUCH LOCATION OF THE CONTRACTORS TEMPORARY DEUPINEMIT ACCESS INALL SOUTCES SALL SECTIONARY INALL SOUTCES THE SUCH TEMPORARY DEUPINEMIT ACCESS INAL THE ARRENELD FOR THE DURATION OF THE PROJECT TO ENSURE THAT CONSTRUCTION VEHICLES DO NOT STATUN WITO ACTIVE ADAM OR DEATE LINERGESANY SOL DISTURBANCE. IN ARREN WITH CONSTRUCTION VEHICLES DO NOT STATUN WITO ACTIVE ADAM OR DEATE LINERGESANY SOL DISTURBANCE. IN ARREN WITH CONSTRUCTION VEHICLES DO NOT STATUN WITO ACTIVE ADAM OR DESTORETION CALLED THE SURVICE AND FERRE CONTRACTOR PRUCE IS IN AFFECT IN MORES WHETE THIS ACCESS DESTORETION OF AUXILIARY DATA THE GATES CLOSED WHEN NOT IN USE. THE CONTRACTOR SHALL BE REASONSIBLE FOR RESTORETION OF AUXILIARY DATA THE GATES CLOSED WHEN NOT IN USE. THE CONTRACTOR SHALL BE REASONSIBLE FOR RESTORETION OF AUXILIARY DATA THE GATES CLOSED WHEN NOT IN USE. THE CONTRACTOR SHALL BE REASONSIBLE FOR RESTORETION CONCOMPLICATION OF PROPRISTY AND THROUGHOUT THE USE OF THE MONTRACTOR ADAM OR WHERL HUTS ARE REDUCED TO THERE (3) INCERS OR LESS IN DEPTH HALL RODES ADA OTHER DISTURBED AREAS SHALL BE TALLY THE RESTORETION CONCOMING ON THE CONTRACTOR SHALL PROVISION AND GO SONSBERE FOR DRODENTLA TO THE PROVEMENT. AND FAR ADAM OF RESTORED IN ACCORANCE WITH THE CONTRACTOR SHALL PROVISION AND GO SONSBERE FOR DRODENTLA TO THE PROVEMENT. ADAM OF RESTORED IN ACCORANCE WITH THE CONTRACTOR SHALL PROVISION AND GO SONSBERE FOR DRODENTLA TO THE PROJECT.

S. RUNNAY AND TAXINAY CROSSINGS: <u>THE CROSSING OF ACTIVE RUNNAYS SHALL NOT BE PERMITED AT ANY TIME WITHOUT WRITTEN AUTHORZATION FROM THE ARRORT MANAGER AND APPROPRIATE NOTAME NAVE BEEN ISSUED.</u> ALL CROSSINGS OF ACTIVE RUNNAYS, TAYMAYS OR MARKAFT ARRONS BY CONTRACTOR VENUES SHALL BE CARAFULY CONDUCTED WITH A DESIGNATED FULLTIME RADIO EQUIPPOE (FREQUENCY 12.80 MHZ) ESCORT / FLAG PERSON. A DESIGNATED ESCORT/FLAG PERSON SHALL BE IDENTIFIED FOR THIS PURPOSE.

6. VEHICLE MARKINGS: CONTRACTOR VEHICLES AND EQUIPMENT SHALL BE MARKED AND LIGHTED WITH FLASHING YELLOW BECOMS IN ACCORDANCE WITH FAAA C 1098C16. CONTRACTOR VEHICLES SHALL BE VUNNY DENTIFIED ON BOTH SIBLED OF THE VEHICLE. CONTRACTOR ESCOURT VEHICLES AND FLAG PERSONS SHALL BE PROVIDED AS DEEMED NECESSARY BY THE AIRPORT MANAGER AND ENMERER AS AN INCIDENTAL CONTRACT REQUIREMENT.

7. SAFETY BARRICADES: DURING THE COURSE OF THE PROJECT, IT SHALL BE NECESSARY TO PROVIDE, PLACE, MAINTAIN, AND REMOVE SAFETY BARRICADES AS DIRECTED. BARRICADES SHALL BE OF THE TYPE DEPICTED IN THE CONTRACT DRAWINGS.

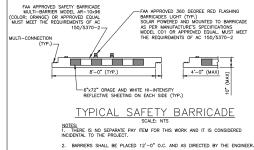
8. PERSONNEL SAFETY EQUIPMENT: CONTRACTOR PERSONNEL WORKING ON THE AIRFIELD SHALL WEAR OSHA APPROVED REFLECTIVE SAFETY VESTS, HARD HATS, STEEL TOE BOOTS, ETC. AS PER COMPANY POLICY AND OSHA REGULATIONS.

9. CONTRACTOR STAGING AREA: THE LOCATION OF ALL CONTRACTOR STAGING AREA(S) AND MATERIAL STOCKPILE AREA(S) SHALL BE APPROVED IN ADVANCE BY THE ENGINEER AND SHALL BE LOCATED OUTSIDE THE ADM AND FAR PART 77 SURFACE. ALL STAGING, STOCKPILE AREA, NUD PUBLIC ROADS SHALL BE RESTORED TO RIMAIN CONDITIONE NAND CONSIDERED INCOMENTIAL TO THE PROJECT.

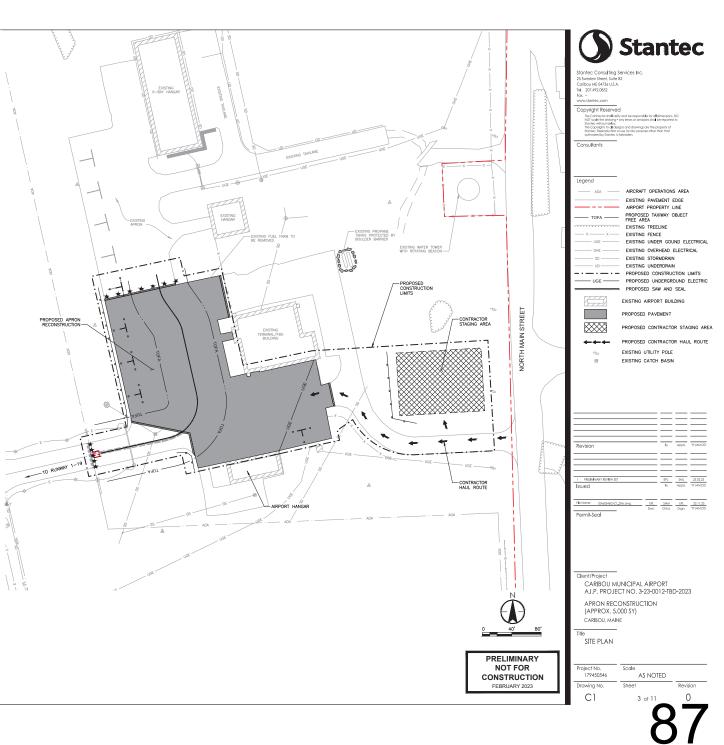
11. EROSION / SILTATION CONTROL: ALL SILTATION FEACE AND OTHER PRESCRIBED EROSION CONTROL MEASURES SHALL BE IN PLACE AND APPRAVED BY THE ENDIRER PRIOR TO COMMENCEMENT OF LARTIWORK. THE CONTRACTOR DESIGNATED ACCESSI HAU, ROUTES, ENDIRED AND ADDRESS AND ADD ENDIRED ADDRESS AND ADDRESS DELINEATED WELLANDS BOUNDARIES, ALL CONSTRUCTION EQUIPMENT AND MATERIALS SHALL REMAIN OUTSIDE OF WELLANDS AT ALL TWEES.

12. WASTE DISPOSAL AREA: THERE IS NO WASTE DISPOSAL AREA ON THE WORK SITE. THE CONTRACTOR SHALL DISPOSE OF ALL DEBRIS AND UNSATISFACTORY MATERIALS OFF AIRPORT PROPERTY IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

1. BURED UTLINES: THE CONTRACTOR SHULL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL BURED UTLINES PRORT TO ANY EXAVATION. ANY OWNERG TO SUCH UTLINES BY THE CONTRACTOR SHULL BE RESPRETE ORDER DEPENDENCE MINISTRATE BY THE CONTRACTOR TO THE SATESACTION OF THE ENGINEERA TWO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHULL THE CONTRACTOR SHULL PROVIDE ALL MINIMUM OF 7 ALL MISSION BY THE NOTICE TO THE EXAMPLE OF CONTRACTOR SHULL THE CONTRACTOR SHULP PROVIDE ALL MINIMUM OF 7 ALL MISSION BY THE NOTICE TO THE EMGREES AND LOCAL UTLINE CONTRACTOR CONTRACTOR SHALL BE COORDINGTES SHULP PROVIDE ALL MINIMUM OF 7 ALL MISSION BY THE NOTICE TO THE EMGREES THAN LOCAL UTLINE CONTRACTOR SHALL BE COORDINGTES SHULP PROVIDE ALL SHOLD AS ALL SHOLD AND LOCAL UTLINE CONTRACTOR SHALL BE COORDINGTES SHULP PROVIDE AND AS ALL SHOLD AND LOCAL UTLINE CONTRACTOR SHALL BE COORDINGTES SHULP PROVIDE AND THE IS HILD TO AN SEQUITE INNUM.



THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING THE BARRICADES AROUND THE SITE AS NECESSARY TO ACCOMMODATE THE PROPOSED PHASING PLAN



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Caribou

Airport: Caribou Municipal Airport

Project Number: 3-23-0012-TBD-2023

Description of Work: Reconstruct Apron (Approx. 5,000 SY) Phase 1, Design

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.

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: Caribou Municipal Airport Address: 12 Airport Drive, Caribou, Maine 04736

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.

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Executed on this 23rd day of May , 2023

Name of Sponsor: City of Caribou

Name of Sponsor's Authorized Official: Penny Thompson

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:

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



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

Sponsor: City of Caribou

Airport: Caribou Municipal Airport

Project Number: 3-23-0012-TBD-2023

Description of Work: Reconstruct Apron (Approx. 5,000 SY) Phase 1, Design

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

 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

- The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).
 - 🛛 Yes 🛛 No
- 3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

🛛 Yes 🛛 No

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

Sponsor's Certification

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

Executed on this 23rd day of May , 2023 .

Name of Sponsor: City of Caribou

Name of Sponsor's Authorized Official: Penny Thompson

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:

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

CERTIFICATION REGARDING LOBBYING

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 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 of Lobbying 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Caribou	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mrs. * First Name: Penny Middle N	ame:
* Last Name: Thompson Suffix:	
* Title: City Manager	
* SIGNATURE: X * DATE: 05/23/	2023

Selection of Consultants Airport Improvement Program Sponsor Certification

Sponsor: City of Caribou

Airport: Caribou Municipal Airport

Project Number: 3-23-0012-TBD-2023

Description of Work: Reconstruct Apron (Approx. 5,000 SY) Phase 1, Design

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-forqualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

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

 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)

- 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 23rd day of May , 2023 .
Name of Sponsor: City of Caribou
Name of Sponsor's Authorized Official: Penny Thompson
Title of Sponsor's Authorized Official: City Manager
Signature of Sponsor's Authorized Official: ______
I declare under penalty of perjury that the foregoing is true and correct

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

Project Plans and Specifications Airport Improvement Program Sponsor Certification

Sponsor: City of Caribou

Airport: Caribou Municipal Airport

Project Number: 3-23-0012-TBD-2023

Description of Work: Reconstruct Apron (Approx. 5,000 SY) Phase 1, Design

Application

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

Certification Statements

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

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

⊠Yes □No □N/A

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).

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

 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

 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

 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.

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 23rd day of May , 2023 .

Name of Sponsor: City of Caribou

Name of Sponsor's Authorized Official: Penny Thompson

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:

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



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Caribou

Airport: Caribou Municipal Airport

Project Number: 3-23-0012-TBD-2023

Description of Work: Reconstruct Apron (Approx. 5,000 SY) Phase 1, Design

Application

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

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

Certification Statements

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

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

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:
 - 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

 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).

- 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);
 - Conditions specifying administrative, contractual and legal remedies for instances where contractor of 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 23rd day of May , 2023

Name of Sponsor: City of Caribou

Name of Sponsor's Authorized Official: Penny Thompson

Title of Sponsor's Authorized Official: City Manager

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.



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

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

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

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

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

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

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 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;
 - 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 City of Caribou, 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;
 - 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;
 - 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 (<u>https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf</u>) for AIP projects as of May 23, 2023.

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

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

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

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

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

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

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

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

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

PROJECT CONTRACT

Reconstruct Apron

AIRPORT Contact Person: <u>Penny Thompson</u> Type of Services: <u>Reconstruct Apron</u>

Project Location: Caribou, Maine	Contract Negotiated Price: <u>\$250,011</u>
	Contract Begin Date: July 8, 2022
Federal AIP #: <u>3-23-0012-TBD-2023</u>	Contract Expiration Date: July 31, 2025
Federal Tax I.D. #: 01-6000101	GCA Agreement Number: 3 (Three)
	GCA Ordering Period Dates: <u>12/1/2021 – 6/1/2026</u>

This Project Contract (hereinafter referred to as "Contract") is entered into by and between the <u>City of</u> <u>Caribou</u> (hereinafter referred to as "Sponsor"), <u>25 High Street, Caribou, Maine 04736</u>, and <u>Stantec</u> <u>Consulting Services Inc.</u> a corporation or other legal entity (hereinafter referred to as "Consultant") organized under the laws of the <u>State of New York</u>, with its principal place of business located at <u>2211</u> <u>Congress Street, Suite 380, Portland, ME 04102</u> (hereinafter referred to as the "Parties").

The following attachments are hereby incorporated into this agreement by reference:

Appendix A – Method of Payment and Price, Overhead Rate Appendix A-1 – Employee Names/Classifications/Rates Appendix B – Consultant's Proposal / Detailed Scope of Work Appendix C – DBE/WBE Utilization Plan

The Consultant agrees to be bound by the Airport Consultant General Conditions, dated <u>May 3, 2012</u> and by the Airport General Consultant Agreement dated, <u>December 1, 2021</u>, <u>Agreement Number No. 3</u> (<u>Three</u>), which are hereby incorporated by reference.

This Contract is subject to compliance with the Disadvantaged Business Enterprise (DBE) Program requirements as set forth by the Sponsor.

The Parties, in consideration of the mutual promises set forth in this Contract, hereby agree as follows:

1. <u>The Scope of Work.</u> The Consultant agrees to complete all work as detailed in Appendix B which is made a part of this Contract and;

The Consultant shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, permanent and temporary materials required to perform the work detailed in Appendix B and;

The Sponsor shall have the right to alter the nature and extent of the work as provided in this Contract, through a written modification signed by both Parties

2. <u>Reimbursement</u>. Upon full execution of the FAA grant agreement and related individual project contract, the Sponsor will reimburse the Consultant for approved expenditures incurred on the project prior to the execution of the FAA grant agreement, and the receipt of the MaineDOT Assignment Letter.

- **3.** <u>Funding.</u> The Parties agree that in the event that funds are not made available by the Federal Government, and/or State Government in support of this project, the <u>City of Caribou</u> will assume full responsibility for costs incurred. The Sponsor will make every effort to notify the Consultant should such an event occur.
- 4. <u>Team Members</u>. Listed below are the names of the Consultant's Project Manager, Chief Designer, other key personnel, and primary Subconsultants for this Contract. No substitutions of the key Consultant Team Members are allowed without prior notification and approval by the Sponsor.

Project Manager:	Seth Lovley, P.E.
Civil Designer:	Erik Le
Other Key Personne	el: Laurel Pearson, PM Assistant
Other Key Personne	el:
Other Key Personne	el:
Subconsultant 1:	SGC Engineering, LLC
Subconsultant 2:	
Subconsultant 3:	

- 5. <u>Representations.</u> By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:
 - **a.** All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents are complete and accurate as of the date of this Contract.
 - **b.** The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.
 - **c.** The person signing below is legally authorized by the Consultant to sign this Contract on its behalf and to legally bind the Consultant to the terms of this Contract.
- 6. <u>Offer.</u> The Consultant, having carefully examined the site of work, scope of work, the Airport Consultant General Conditions (including insurance requirements), Airport General Consultant Agreement (when applicable) hereby propose and offer to enter into this Contract to supply all the labor and materials needed to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed upon in Appendix A & A-1.

The Consultant also agrees:

Project Contract - Page 2 of 3

- First: To do any extra work, not covered by the "Appendix B", which may be required by the Sponsor, and to accept as full compensation the rates noted in Appendix A-1 or approved revision to same and related contract modifications.
- Second: The Consultant will deliver to the Sponsor a signed, valid certificate of insurance proving the coverage required by this Contract and/or the Airport Consultant General Conditions before any work commences under this Contract. If the level of insurance is specified in this Contract, that amount will supersede the requirements outlined in the Airport Consultant General Conditions. The Sponsor shall be included as an additional insured on Commercial General Liability insurance policy carried by the Consultant.
- Third: To begin and complete the work within the dates specified herein.

The Parties acknowledges that the Airport Consultant General Conditions, dated May 3, 2012, may only be amended thru a written modification approved in writing by the Maine Department of Transportation. If any provision in the Airport Consultant General Conditions is altered without approval from the Maine Department of Transportation, then funding from the State of Maine may be withdrawn.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby execute two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONSULTANT

Date

(Signature)

John Henry, Principal (Name and Title Printed)

SPONSOR

Date

(Signature)

Penny Thompson, City Manager (Name and Title Printed)

APPENDIX A AIRPORT CONSULTANT CONTRACT METHOD OF PAYMENT

COST PLUS FIXED PROFIT AND LUMP SUM

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on a Cost Plus Fixed Profit and Lump Sum method of payment. Methods of payment include Direct Labor, Overhead, Fixed Profit, and Direct Expenses. The Direct Labor and Overhead must be supportable at the time of Contract/Modification execution pursuant to the Federal Acquisition Regulations (FAR). Sponsor shall pay the Consultant for acceptable services rendered. Direct Expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with the current per diem/mileage rates that can be found under "Links for Mileage and Per Diem Rates" at http://www.maine.gov/mdot/cpo/.

COST PLUS FIXED FEE

In the event that this Contract is terminated without completion of the services to be performed under the Cost Plus Fixed Fee method of payment, the Sponsor will pay for the total cost of the work satisfactorily completed plus a percentage of the fixed fee proportional to the amount of work completed and that will constitute payment in full.

For a breakdown of the Burdened Hourly Rate(s) see the attached proposal

Breakdown of Maximum Amount:	Direct Labor:	\$ <u></u>	28,356
	Overhead: <u>165.248</u> % =	= \$	46,858
	SUBTOTAL	\$ <u> </u>	75,214
	Fixed Profit: <u>15</u> % =	\$	<u>11,282</u>
	Direct Expenses:	\$	12,407
	Outside Services:	\$	19,000
	Total:	\$ <u> </u>	<u>117,903</u>

Overhead Rate. The provisional overhead rate of <u>165.248</u> percent was used to establish the Maximum Amount of this Contract/Modification. If within the Contract/Modification period, the consultant can support a new Overhead Rate, they must submit an updated Audited Overhead Report for acceptance by the Sponsor before billing at the new rate. The actual overhead rate reimbursed under this Contract/Modification must be supportable by the Consultant and shall be determined, through an audit, by the Sponsor or an approved federal or state cognizant agency, after the Contract/Modification expires.

LUMP SUM PLUS DIRECT EXPENSE

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on a Negotiated Lump Sum Amount that cannot be changed once the Contract is executed, unless there is a change in the scope of work whereby a modification to the Contract shall be executed. The Sponsor shall pay the

Consultant for work satisfactorily completed/delivered under this Contract/Modification. Invoices must be broken down by task.

In the event that this Contract is terminated without completion of the services to be performed under the Lump Sum method of payment, the Sponsor will pay a percentage of the Lump Sum proportional to the amount of work satisfactorily completed and that will constitute payment in full.

Breakdown of Negotiated Amount:	Direct Labor:	\$ <u>39,000</u>
	Overhead: <u>165.248</u> % =	= \$64,446
	SUBTOTAL	\$103,446
	Fixed Profit: <u>15</u> % =	\$ <u>15,517</u>
Negotiated Lump Sum Amount:	SUBTOTAL:	\$118,963
	Estimated Direct Expenses:	\$ <u>4,495</u>
	Outside Services:	\$ <u> 8,650</u>
	TOTAL:	<u>\$_132,108</u>

Contract Maximum Amount: Cost Plus Fixed Fee + Lump Sum + Direct Expense = <u>\$250,011</u>

The Maximum Amount indicated above does not constitute an obligation by Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this contract.

APPENDIX A-1 AIRPORT CONSULTANT CONTRACT

Consultant Name: Stantec Consulting Services, Inc.
Date: 4-Apr-23

Task: Caribou Apron Reconstruction

Employee Names/Classifications & Rates

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

Employee Name & Classification	Actual Rate Paid *	Allowable Direct Labor Hourly Rate	Overhead % 165.248%	Profit/Fixed Fee % 15.00%	Burdened Hourly Rate
David Dargie	\$62.00	\$62.00	\$102.45	\$24.67	\$189.12
John Henry	\$50.00		\$82.62	\$19.89	
Seth Lovley	\$50.96	\$50.96	\$84.21	\$20.28	\$155.45
Andrew Weinschreider	\$37.26	\$37.26	\$61.57	\$14.82	\$113.66
Amie Gray	\$50.00	\$50.00	\$82.62	\$19.89	\$152.52
Randi Jackson	\$35.10	\$35.10	\$58.00	\$13.97	\$107.07
Erik Le	\$39.50	\$39.50	\$65.27	\$15.72	\$120.49
Dan Nein	\$50.00	\$50.00	\$82.62	\$19.89	\$152.52
Gregg Cohen	\$50.00	\$50.00	\$82.62	\$19.89	\$152.52
Lance King	\$41.00	\$41.00	\$67.75	\$16.31	\$125.06
Laurel Pearson	\$35.50	\$35.50	\$58.66	\$14.12	\$108.29
Gabriel Pelletier	\$25.84	\$25.84	\$42.70	\$10.28	\$78.82
Janice Bland	\$50.00	\$50.00	\$82.62	\$19.89	\$152.52
Howard Burpee	\$40.87	\$40.87	\$67.54	\$16.26	\$124.67
Michael Claypoole	\$50.00	\$50.00	\$82.62	\$19.89	\$152.52
Gilbert Basabinka	\$32.70	\$32.70	\$54.04	\$13.01	\$99.75
Alexandra Kavanagh	\$50.00	\$50.00	\$82.62	\$19.89	\$152.52
Patrick Fillietaz	\$32.82	\$32.82	\$54.23	\$13.06	\$100.11

*I certify that this rate is the actual rate paid to this employee under this firm's payroll.

By:_ Michele M. Byam

Date: 4/4/23

_ Michele M. Byam, HR Manager {*Name/Title Printed*}

I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, and (d) is under the sole control of myself.

APPENDIX B

SCOPE OF WORK

APRON RECONSTRUCTION (Approx. 5,000 SY)

This scope of work includes engineering services anticipated for the data collection, design, permitting, bidding, general administration, and construction services for the reconstruction of approximately 5,000 square yards of terminal and tie-down apron. It is anticipated that the design services, including data collection, design, permitting, bidding and general administration of the design portion of the project will be funded with a Bipartisan Infrastructure Law Airport Infrastructure Grant (AIG). It is anticipated that the construction services, including construction administration, resident inspection, and general administration of the construction portion of the project will be funded with a Riport Infrastructure Law Airport Infrastructure Grant (AIG). It is anticipated that the construction services, including construction administration, resident inspection, and general administration of the construction portion of the project will be funded with an Airport Improvement Program (AIP) grant.

The CONSULTANT agrees to perform certain engineering services for the AIRPORT which are described as follows:

ARTICLE A - COLLECTION OF DATA

The CONSULTANT shall provide the following services:

- **1.0** Initial Project Coordination Coordinate and correspond with the AIRPORT, FAA and MDOT to evaluate the feasibility of the project with regards to the project scope, budget, and the availability and eligibility of funding. Conduct follow-up correspondence as required to move forward with the scoping and data collection phase.
- 2.0 **Project Control.** Prior to the topographic survey, the SUBCONSULTANT shall establish horizontal and vertical control points. Existing published control including PACS and SACS shall be utilized if possible. Temporary control points shall also be placed adjacent to the project area and incorporated into the survey. The number of control points shall be adequate for construction and site calibration with contractor grade GPS.
- **3.0 Topographic Survey.** SUBCONSULTANT shall perform topographic survey for the construction of the proposed apron reconstruction including the surrounding areas and adjacent terminal facilities, existing utilities, and existing drainage structures. Perform topographical survey of approximately 7.5 acres of the existing aircraft apron area and surrounding turf areas including approximately 2.3 acres of existing taxiway and apron pavement.

Topographic survey data will be adequate to allow generation of ½ foot contours of study area. Survey points on existing pavement surfaces shall be taken to the nearest 0.03 feet and turf areas to the nearest 0.10 feet. Field survey shall be tied into the horizontal datum Maine State Plane Coordinate System of 2000 East Zone (North American Datum of 1983 (NAD83)) and vertical datum North American Vertical Datum of 1988 (NAVD 88.)

- **4.0 Existing Conditions Survey.** SUBCONSULTANT shall perform existing conditions survey to include all features within survey limits including building corners, catch basins, directional signs, underdrain cleanouts, tiedown anchors, pavement markings, fence, etc.
 - 24 building corners
 - 8 tiedown locations (24 tiedown anchors)
 - 1 taxiway sign
 - All pavement edges
 - 260 feet of fence including 2 gates
 - Fuel farm shed
 - Fuel tank concrete and access covers
 - Several catch basins, storm drain outlets, and underdrain outlets
 - Taxiway and apron pavement markings
- **5.0 Reduce Data.** SUBCONSULTANT shall reduce and plot topographic survey including the generation of planimetrics and contours. Based on the survey data, prepare an existing conditions plan suitable for design purposes.
- **6.0 Record Drawing Review.** Review existing record drawings from the most recent apron reconstruction and projects within the vicinity of the proposed project. It is anticipated that the Town/Airport will have access to the required record drawings.
- **7.0 Record Geotechnical Review.** Review existing geotechnical information and additional references as necessary to gain a preliminary understanding of the subsurface conditions in the area of proposed construction. Use the information gathered to identify potential advantages and/or disadvantages of the existing site features and to assist with establishing guidelines and layout for the geotechnical investigation. Geotechnical information and references may include prior geotechnical investigations performed at the airport (runway reconstructions, hangar taxilanes, and 6 bay hangar); soil surveys from the Natural Resources Conservation Service (NRCS), United States Department of Agriculture (USDA), or Maine Geologic Survey (MGS); as well as discussions with local construction, geotechnical, and soil professionals.
- **8.0 Geotechnical Layout.** Provide a geotechnical layout plan identifying all explorations in plan view. SUBCONSULTANT shall layout all explorations within the proposed project area for use during the geotechnical investigation.
- 9.0 Geotechnical Subsurface Investigation. Arrange and coordinate geotechnical subsurface investigation of the proposed project. А geotechnical SUBCONSULTANT will perform the geotechnical investigation, laboratory testing, and written report. AIRPORT will be responsible Geotechnical for SUBCONSULTANT fees as a reimbursable expense under the proposed grant. Subsurface investigation will include:

2

9.1 Test Boring Explorations

- Perform eight (8) test boring explorations to depths of 8-10 feet, or refusal, at locations throughout the existing apron.
- Provide detailed boring logs that provide information on groundwater conditions, bedrock depth, and existing soil profile.
- Soil samples shall be collected for laboratory testing as described below.
- All test boring explorations shall be backfilled, compacted, and patched with cold patch.

9.2 Test Pit Explorations

- Perform 4 test pit explorations to depths of 4-6 feet, or refusal, at locations along the edge of apron pavement.
- Provide detailed test pit logs that provide information on groundwater conditions, bedrock depth, and existing soil profile.
- Soil samples shall be collected for laboratory testing as described below.
- All test pit explorations shall be backfilled and compacted.

9.3 Laboratory Testing

- Perform 10 grain size analyses, four (4) of which shall include percent finer than 0.02 mm, on selected samples from explorations.
- Perform four (4) Atterberg limits on selected samples from explorations.
- Perform one (1) laboratory California Bearing Ratio (CBR) test on a selected subgrade sample.
- **9.4** Written Report of Findings. Prepare a written report of findings including test boring and test pit logs, field test results, and laboratory test results. The written report shall also include a design frost depth for the project area, groundwater conditions, and approximate locations and depths of bedrock, if encountered. The written report shall include recommendations for the reconstruction of the apron and subdrainage requirements.
- **10.0 Stormdrain & Underdrain Investigation.** Field verify and locate underground drainage utilities, including all visible storm drains, underdrains and associated structures. Investigation will consist of a visual inspection of the existing structures at accessible areas of the existing apron drainage systems. Depending on the condition of the drainage structures, recommendations will be made for their repair or replacement.

3

- **11.0 Airport Meeting.** Attend one on-site meeting with representatives of the AIRPORT to discuss the data collection phase and to obtain site information and documents.
- **12.0 Stake-holder Communication.** Confer with representatives of the AIRPORT, MDOT, and the FAA regarding specific design requirements of the project.

ARTICLE B - DESIGN, CONSTRUCTION DRAWINGS, SPECIFICATIONS AND DOCUMENTS

The proposed project will include a full depth reconstruction of the terminal apron and a portion of the tie down apron (approx. 5,000 SY total) that was originally constructed in 1999. The reconstruction of the apron will include removal of existing pavement, excavation of existing base and subbase gravels, ledge excavation, underdrain, new subbase and base gravels, new asphalt mix pavement, and the application of new pavement markings. Turf safety areas will get topsoil and seed and mulch where disturbed. The project will also include the removal and replacement of 10 tiedown anchors and seal coating of pavements for fueling areas and tiedown areas.

The applicable FAA Advisory Circulars (AC), as listed in the AC checklist dated January 31, 2022, will be utilized for all design requirements. The apron dimensions will be maintained and markings will be designed to meet current FAA standards. The CONSULTANT shall provide the following services for design and preparation of construction contract documents for the proposed project as described above.

- **1.0 Pavement Design Report.** A Pavement Design Report will be prepared for the apron reconstruction. FAA Advisory Circular (AC) 150/5300-6, Airport Pavement Design and Evaluation and FAARFIELD design software will be utilized to determine the pavement structure required to support the anticipated fleet mix, and to determine the requirements for proposed apron reconstruction. Information on the current and future operations and fleet mix will be gathered for input into the FAARFIELD program.
- 2.0 Title and Site Plan. Prepare the project drawings title sheet, site plan, and site plan notes. The site plan will depict all major work items and all areas on the airport site where work is proposed. The site plan shall also depict contractor's haul routes, equipment staging areas, and temporary material stockpile areas (estimate 1 drawing). Site Plan notes shall include the following:
 - Location, maintenance, and restoration of haul routes
 - Depict contractor's equipment staging areas, employee parking areas and temporary material stockpile areas
 - Requirements for vehicles crossing active aprons and taxiways
 - Responsibility for taxiway and apron closures including the issuance of Notice to Airmen (NOTAMs)
 - Responsibility for location and maintenance of underground utilities
 - Dimensions of Aircraft Operational Areas (A.O.A.) and requirements for

working in A.O.A.

- FAA requirements regarding operational safety during construction and monitoring air traffic during construction
- Responsibilities for controlling dust and debris in and around the airport during construction activities
- Requirements for marking and lighting of contractor's equipment and vehicles
- 3.0 Construction Safety/Phasing Plan. Prepare construction safety and phasing plan and associated notes. Include information identified as part of the FAA AIP Safety/Phasing Plan Checklist. Phasing notes shall include general phasing requirements and a detailed sequence of work proposed for each phase including time limitations for each phase and taxiway and apron closures (estimate 1 drawing). The Safety/Phasing Plan shall be filed with the FAA through the OE/AAA website. A construction safety/phasing plan narrative will be prepared and included with the OE/AAA submission and the contract documents.
- **4.0 Airspace Review.** Prepare and file an FAA Form 7460-1, Notice of Proposed Construction or Alteration, including all required plans and attachments for each of the various project components (10 separate filings anticipated). A separate airspace determination is anticipated to be required for the following:
 - All four corners of the proposed construction site (estimate 4 each)
 - All soil/material stockpiles (estimate 2 each)
 - Several points along the Contractor haul routes (estimate 4 each)
- **5.0 Survey Control and Layout Plan.** Prepare survey control and layout plan with associated notes and details for construction layout procedures. Include the Primary and Secondary Airport Control, azimuth markers, survey control points, and construction control points. Provide edge of pavement, radius points, baselines, intersection tables, and pavement marking layout points. Point tables shall include all significant construction landmarks (estimate 1 drawing).
- **6.0 Demolition Plan.** Prepare an existing apron demolition plan depicting the existing conditions of the apron reconstruction area. Identify pavement removal areas and structures to be removed, adjusted, or to remain undisturbed (estimate 1 drawing). Prepare notes and details for the removal of the existing 10,000 gallon AVGAS tank and associated facilities. The replacement of the fuel storage tank and necessary accessories will be designed by others.
- **7.0 Apron Grading Plan and Profile.** Prepare grading plan, profile, and notes for the proposed apron reconstruction. Plans will include existing and proposed grades, as well as existing and proposed above ground structures and existing and proposed underground utilities. Grading plans and profiles shall be prepared at a horizontal scale of 1" = 40' and at a vertical scale of 1" = 4'. Existing and proposed contours will be shown at 0.5-foot contour intervals. All proposed work will be labeled and

grading limits and temporary erosion control will be shown. Profiles will include existing and proposed grades and location and depth of all known existing underground utilities and all proposed underground utilities (estimate 1 drawing).

- This task will include the development of a ledge profile based on the results of the geotechnical investigation. The profile will be estimated between data points and at the perimeter of the construction limits. The ledge profile will be shown on the grading profile and will be used to estimate ledge excavation required for the project.
- **8.0** Apron Spot Grading Plan. Prepare a spot grade plan and notes for the proposed apron reconstruction (estimate 1 drawing). Existing and proposed construction baseline data will also be shown. Spot grade plan shall be prepared at a horizontal scale of 1"= 40' and will show existing and proposed spot grades set on a 25-foot grid.
- **9.0 Typical Cross-Section and Civil Details.** Prepare typical cross section for the proposed apron reconstruction to include pavement thicknesses and slope. Prepare details for general site and civil requirements for the project including bituminous joints and pavement keys. This task will also include details for the proposed tiedowns (estimate 1 drawing).
- **10.0 Pavement Marking Layout Plan and Details.** Prepare a pavement marking and layout plan with associated notes and details. All dimensions required for pavement marking layout will be included. Pavement markings will include all markings required within the area of apron including taxiway centerlines, fuel farm markings, and tie down markings. (estimate 1 drawing).
- **11.0** Erosion Control Plan. Prepare an erosion control plan which complies with Maine Department of Environmental Protection (MDEP) and federal Environmental Protection Agency (EPA) requirements. All necessary details and notes will be included, prepared in accordance with Maine Erosion and Sedimentation Controls Best Management Practices (BMP's) (1991, as revised 2016) (estimate 1 drawing).
- **12.0 Cross Sections.** Prepare cross sections for apron reconstruction including adjacent turf areas. Cross sections will be prepared at 50-foot intervals. Cross sections will depict existing and proposed grades, and pavement section build-ups (estimate 2 drawings).
- **13.0 Pavement Management Program.** Prepare a pavement management program for the AIRPORT's use in inspecting and monitoring pavement condition for the airport. The report shall include a narrative, conditions of airport pavements, pavement-based capital improvement program, inspection reports and tables, and supplements as needed including the Maine DOT's 2018 Pavement Condition Survey.
- **14.0** Material Quantity Takeoffs and Cost Opinions. Prepare three detailed material quantity takeoffs and cost estimates for the proposed project including those items outlined at the beginning of this article. The first will be prepared for the scoping

meeting, the second will be prepared for the preliminary design phase, and the third will be completed upon final design and prior to bidding. Material quantities will be used for bidding documents. The cost opinions provided will furnish preliminary cost data for the FAA grant application for the proposed project and will serve as a basis for judging the merit of bids to be received. Since the CONSULTANT has no control over the cost of labor and materials, or over competitive bidding and market conditions, the opinions of probable costs provided for herein are to be made on the basis of his/her experience and qualifications, but the CONSULTANT does not guarantee the accuracy of such opinions as compared to the contractors' bids or the final project cost.

- **15.0 Contract Specifications.** Prepare contract specifications including bidding documents, contract documents, general provisions, special provisions, and technical specifications for work included in the project in accordance with the latest version of FAA Advisory Circular 150/5370-10 "Standards for Specifying Construction of Airports", as necessary, and any supplements thereto and other pertinent advisory circulars and supplements thereto.
- **16.0 Design Meetings.** Coordinate and attend one on-site meeting with the AIRPORT, FAA, and MDOT during the preliminary review stage to review the progress of the project contract documents and obtain comments. Also coordinate and attend an on-site meeting with the stakeholders during the final design review stage. This task may include preparation for the meetings including presentation boards and handouts as well as the preparation of meeting minutes as necessary.
- **17.0** Quality Control Design Reviews. Perform in-house quality control and design reviews which provide selected experienced representatives of the CONSULTANT with the opportunity to perform independent analysis of the plans and specifications at the preliminary and final design stages to ensure accuracy, completeness, and constructability. Subsequent to these reviews, a special in-house project review meeting will be conducted to discuss the findings of the individuals. The recommendations of the internal design review will be incorporated into the final plans and specifications.
- **18.0 Reproduction.** Prepare and distribute the preliminary drawings, specifications, and contract documents at the completion of the preliminary design stage; and prepare and distribute the final drawings, specifications, and contract documents at the completion of the final design stage to the FAA, AIRPORT, and MDOT as required. This task shall also include the preparation of electronic files of the preliminary and final design documents in PDF format for submission as required (see note below).
- Note: The AIRPORT will be provided with one (1) full size (24-inch by 36-inch) set of drawings, specifications, and contract documents for preliminary review use and with two (2) full size sets of drawings, specifications, and contract documents for final review use. The AIRPORT will also be provided with drawings, specifications, and contract documents in electronic format for both review stages. The FAA & MDOT will be provided with drawings, specifications, and contract documents in electronic format for both review stages.

ARTICLE C – ENVIRONMENTAL SERVICES

The CONSULTANT shall provide the following services:

- **1.0 CATEX Coordination.** It is anticipated that the project will have no significant impact on the environment and will not affect any wetlands or rare or endangered species. The CONSULTANT will coordinate and confirm with the FAA Regional Environmental Manager that the project is Categorically Excluded (CATEX) from the need to prepare an Environmental Assessment or Environmental Impact Statement per FAA Order 1051.F paragraph 5-6.4.f. Additionally, the CONSULTANT will coordinate with the US Fish and Wildlife Service and the Maine Historic Preservation Commission as required for federally funded projects.
- **2.0** Application for Stormwater Permit By Rule. Prepare stormwater PBR application including applicant information, project information, and watershed information.
 - **2.1 Site Photographs.** Provide color photographs showing the proposed Development areas including the apron and surrounding turf areas.
 - 2.2 Stormwater PBR Narrative. Prepare a narrative including airport development background, a description of the proposed project, and a detailed description of the areas that will be disturbed as part of the project construction. This will include calculations required to determine areas that will be disturbed. A construction plan will be prepared outlining the proposed construction sequence including timing for the implementation of environmental impact mitigation measures (erosion and sedimentation controls), location for stockpiling of materials, and location and duration of construction haul routes.
 - **2.3 Erosion and Sedimentation Control (ESC) Plan.** Prepare an ESC Plan in accordance with the Maine Stormwater Management Law, M.R.S.A. Section 420-D. This will include a discussion on pollution prevention, structural controls, stabilization practices, construction schedule, housekeeping, inspection and maintenance, and record keeping. The required inspection forms to be used during construction activities will also be prepared.
 - 2.4 Location Map, Site Plan, and Erosion Control Details. Prepare and include United States Geological Survey (USGS) 7.5-minute topographic location map, site plan, and erosion control notes and details in stormwater PBR application submission.
 - **2.5 Application and Licensing Fees Coordination.** The required application and licensing fees for the PBR application will be obtained from the AIRPORT and submitted as required. Electronic copies of the application will be distributed to the appropriate agencies and parties.
- **3.0 Wildlife Hazard Assessment Site Visit.** The CONSULTANT will conduct a Wildlife Hazard Site Visit (WHSV) following guidance from Advisory Circular 150/

5200-38, Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans. This visit and survey will take three-days (plus travel).

During the WHSV, Stantec's Qualified Airport Biologist and a support technician will collect and compile information on the airport's wildlife hazard history, documented and suspected wildlife hazards, habitat attractants, control activities, airport operations procedures, communications of hazards through pilots, and aircraft operations and scheduling. The Qualified Airport Biologist and a support technician will evaluate the habitat both on and surrounding the airport, recording direct or indirect wildlife observations, and will review the current wildlife management and control activities, and airport wildlife strike data.

The CONSULTANT will make wildlife and habitat observations from a variety of locations to ensure complete visual coverage of the airport. Observations will include the airport's operating surfaces and movement areas. These observations will be brief, and at a minimum, the wildlife observations will include:

Documentation of avian, mammalian, and reptilian presence and relative abundance, activity, location, type of habitat used, and time and date of observations. Also, evidence of bird activity such as fecal material and regurgitated pellets (boluses) under structures used for perching, and mammalian and reptilian scats, tracks, runs, and burrows should be annotated.

An assessment of habitats and man-made attractants on and around airport property that may be potential wildlife attractants. The assessment also includes a review of airport and surrounding area maps and aerial photographs that allow for potential identification of waste management facilities (landfills), water treatment facilities, wildlife refuges, flowing and standing water bodies, agriculture, golf courses, stockyards, picnic areas, restaurants, and other features or habitats that may attract wildlife and have been identified by FAA as incompatible with airport operations within a 5-mile radius of the airport.

Documentation of wildlife behaviors and use of habitat, especially on the airport property.

An assessment of the potential for wildlife interactions with aircraft operations in the air operations area, traffic patterns, approach and departure airspace, and surrounding areas. This effort will include an evaluation of aircraft movements for potential strike risk.

A review of airport hazard advisories to ensure the information is specific to the hazards at the airport.

Once completed, the CONSULTANT will provide a report to the airport and FAA that summarizes the wildlife observations and any appropriate wildlife management and control recommendations. The FAA will review the WHSV report and determine if a more comprehensive 12-month WHA is required. Copies of the

report will be filed and made part of the historical record for the airport. Also, a copy will be placed in an appendix of the technical report.

ARTICLE D - BIDDING AND ARRANGEMENT FOR CONSTRUCTION

The CONSULTANT shall provide the following services:

- 1.0 Bid Documents. The CONSULTANT will prepare electronic (PDF format) copies of the bid documents for distribution to potential bidders, plan rooms and material suppliers. The CONSULTANT will create a temporary, read-only FTP Project Site on which files of all bid and proposal documents will be posted in PDF format. The CONSULTANT will create a special email address in order to receive requests for bid documents from bidders. Once pertinent bidder information is provided to the CONSULTANT through the email process, the CONSULTANT will provide bidders a return email with username and password and link to the FTP Project Site. Bid documents, including drawings, specifications, and proposal form will be available for download by bidders at no charge. No paper plans/bid documents will be issued to bidders. Bidder's list will be maintained by the CONSULTANT and the list along with all addenda to the bid documents will be posted/hosted on the FTP Project Site for bidder download. All bidder questions will be required to be submitted by email to the CONSULTANT's email address so that they may be addressed through the addenda process. In addition, the CONSULTANT will prepare six (6) hard-copy sets of as-advertised bid documents for distribution to the AIRPORT, for the CONSULTANT's internal use, and for display/viewing at the AIRPORT during the bidding period.
- **2.0** Advertisements. Submit invitation to bid to the AIRPORT to be posted on the City's website as well as to Construction Summary of Maine and the Associated Constructors of Maine. The AIRPORT will be responsible for the payment of all advertising fees as an eligible administrative expense under the grant.
- **3.0** Bidder Questions/Addenda. Answer questions from bidders during the bid period and issue addenda as required.
- **4.0 Pre-Bid Meeting.** Arrange and conduct a pre-bid site reconnaissance meeting for prospective bidders after the contract is advertised in early 2022. Conduct a site walk of the project areas to allow the contractors and subcontractors to observe the existing conditions first-hand and to ask questions regarding their observations.
- **5.0 Bid Opening.** Arrange and attend the bid opening at the AIRPORT.
- **6.0 Bid Analysis.** Conduct a detailed analysis of the contractors' bids for completeness and accuracy and note omissions and discrepancies. Compile a bid summary comprised of the results of the bids for distribution to the bid document recipients. Prepare a letter to the AIRPORT recommending the award of the construction contract to the apparent low responsive bidder based on the bid analyses. With the concurrence of the AIRPORT and FAA Airports Division, the CONSULTANT will

issue a written notification to the successful bidder advising the bidder of the bid results. The CONSULTANT will disseminate the bid results to other bidders as well.

7.0 Construction Contracts. Prepare four (4) sets of construction contracts for execution by the Contractor and the AIRPORT. File these construction contracts electronically with the FAA.

ARTICLE E - GENERAL ADMINISTRATION – DESIGN PHASE:

The CONSULTANT shall provide the following services:

- **1.0 Scoping Meeting.** Arrange and attend a scoping meeting via videoconference with AIRPORT, FAA, MDOT to review project design requirements, project schedule, funding issues, proposed work phasing, and to formulate the strategy for project construction. Meeting minutes will be provided and distributed to meeting attendees.
- **2.0 Prepare Project Scope.** Prepare a detailed project scope to reflect the effort required for the design and construction administration services as outlined herein for submission to the Independent Estimator for his or her use in preparing the independent estimate. Prepare and provide to the Estimator blank spreadsheets having the same format as those used in preparing the CONSULTANT's proposed cost to facilitate ease in comparing estimated costs. Discuss the project with the Independent Estimator and provide additional information as necessary to ensure a full mutual understanding of the proposed requirements. Negotiate a final scope and fee with the AIRPORT in accordance with FAA Advisory Circular 150/5100-14, "Architectural Engineering and Planning Consultant Services for Airport Grant Projects".
- **3.0 Prepare AIG Grant Application.** Prepare and submit FAA AIG grant application, PDF copy via email, on behalf of the AIRPORT. A copy shall also be submitted to MDOT. Grant application shall include the following:
 - Project narrative to include project objective; airport description; engineering and administrative costs; project schedule; environmental issues; user coordination, DBE program requirements; and intergovernmental coordination.
 - FAA Forms SF-424 and 5100-100
 - Airport Sponsor Grant Assurances
 - Sponsor grant certifications including Drug Free Workplace; Equipment-Construction Contracts; Project Plans & Specifications; Selection of Consultants; and Contracts, Grants, Loans & Agreements.
- **4.0 Process Reimbursement Requests.** Collect and approve cost data and prepare FAA (three (3) estimated) and MDOT (one (1) estimated) reimbursement requests for the AIG grant. Assist the AIRPORT in the coordination and the tracking of payments between the FAA, MDOT and the AIRPORT's fiscal officer and applicant's

payment system and report results to the AIRPORT in writing when requested to do so.

- **5.0 DBE Program Update and Accomplishments.** Develop Disadvantaged Business Enterprise program for the AIRPORT to establish DBE goals for future projects. The CONSULTANT shall reference past airport projects and local, regional, state data in the development of a DBE goal. The CONSULTANT shall coordinate with the FAA Office of Civil Rights in preparing and filing this report. Provide assistance to the AIRPORT in preparing the FAA required DBE accomplishments during final project closeout.
- **6.0 Project Administration**. The CONSULTANT shall perform the administrative work required because of state and federal participation in the project, specifically, the CONSULTANT shall consult and correspond, as necessary, with the AIRPORT's financial office on the following:

6.1 Grant Eligible Costs

- Obtaining data on funds expended and determining, in conjunction with the appropriate AIRPORT, MDOT and FAA officials, which funds are eligible for participation in federal and state grant payments.
- Obtaining data on the AIRPORT's administration costs and determining, in conjunction with the appropriate AIRPORT, MDOT and FAA officials, the eligibility of such costs to satisfy federal and state participation.

6.2 Audit Preparation

- The CONSULTANT shall consult as necessary with the Federal Auditor or State Auditor in connection with the preparation of a final audit.
- Retain records for seven (7) years in a file system ready for final auditing if necessary.
- **6.3 Quarterly FAA Reporting.** Outside of the construction period, the CONSULTANT shall prepare project performance reports as required by the FAA on a quarterly basis. Form 5370-1, Construction Progress and Inspection Report, shall be utilized and include updates on the status of the project, information on any changes to the project, and explanations for any project delays.
- **6.4 Monthly MDOT Reporting.** Outside of the construction period, the CONSULTANT shall prepare project performance reports as required by the MDOT on a monthly basis. The standard MDOT monthly reporting form shall be utilized and include updates on the status of the project, information on any changes to the project, and explanations for any project delays.
- **6.5 Annual Financial Reports.** The CONSULTANT shall prepare financial reports for the AIG grant as required by the FAA on an annual basis. Standard Forms 271 and 425 shall be utilized and include project costs for

Engineering Services Agreement

the fiscal year as well as percent of project complete. Coordinate AIRPORT execution and submission to FAA.

- **6.6 Sponsor & Funding Agency Coordination.** The CONSULTANT shall coordinate AIG project related tasks, questions, requests, etc. as required, during the course of the project.
- **6.7 Project Worksheet.** Prepare and submit the FAA Project Worksheet to FAA on behalf of the AIRPORT. This task also includes preparing a project sketch of the project area and proposed developments.
- **7.0 Subconsultant Administration.** Solicit proposals from qualified consultants to complete the following tasks as defined herein:
 - Geotechnical subsurface investigation outlined in Article A, Tasks 8 & 9.
 - Topographical and existing conditions survey outlined in Article A, Tasks 2, 3, 4, and 5.

For each task, review proposals and select subconsultant; prepare and execute a professional consulting services agreement with the selected subconsultant; review invoices and process subconsultant payments; and complete all subconsultant administrative work over the life of the project.

- **8.0 Project Coordination/Informational Meetings.** Arrange and attend two (2) project progress meetings with the AIRPORT during the project.
- **9.0** AIG Project Completion Report. Prepare, analyze, and submit final AIG grant Project Completion Report and associated documentation for approval and acceptance by MDOT and FAA.

ARTICLE F - GENERAL ADMINISTRATION - CONSTRUCTION PHASE:

The CONSULTANT shall provide the following services:

- **1.0 Prepare AIP Grant Application.** Prepare and submit FAA AIP grant application, PDF copy via email, on behalf of the AIRPORT. A copy shall also be submitted to MDOT. Grant application shall include the following:
 - Project narrative to include project objective; airport description; construction, engineering, and administrative costs; project schedule; environmental issues; user coordination, DBE program requirements; and intergovernmental coordination.
 - FAA Forms SF-424 and 5100-100
 - Airport Sponsor Grant Assurances

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- Sponsor grant certifications including Drug Free Workplace; Equipment-Construction Contracts; Project Plans & Specifications; Selection of Consultants; and Contracts, Grants, Loans & Agreements.
- 2.0 Process Reimbursement Requests. Collect and approve cost data and prepare FAA (six (6) estimated) and MDOT (one (1) estimated) reimbursement requests for AIP grant. Assist the AIRPORT in the coordination and the tracking of payments between the FAA, MDOT and the AIRPORT's fiscal officer and applicant's payment system and report results to the AIRPORT in writing when requested to do so.
- **3.0 Project Administration**. The CONSULTANT shall perform the administrative work required because of state and federal participation in the project, specifically, the CONSULTANT shall consult and correspond, as necessary, with the AIRPORT's financial office on the following:

3.1 Grant Eligible Costs

- Obtaining data on funds expended and determining, in conjunction with the appropriate AIRPORT, MDOT and FAA officials, which funds are eligible for participation in federal and state grant payments.
- Obtaining data on the AIRPORT's administration costs and determining, in conjunction with the appropriate AIRPORT, MDOT and FAA officials, the eligibility of such costs to satisfy federal and state participation.

3.2 Audit Preparation

- The CONSULTANT shall consult as necessary with the Federal Auditor or State Auditor in connection with the preparation of a final audit.
- Retain records for seven (7) years in a file system ready for final auditing if necessary.
- **3.3 Annual Financial Reports.** The CONSULTANT shall prepare financial reports for the AIP grant as required by the FAA on an annual basis. Standard Forms 271 and 425 shall be utilized and include project costs for the fiscal year as well as percent of project complete. Coordinate AIRPORT execution and submission to FAA.
- **3.4 Sponsor & Funding Agency Coordination.** The CONSULTANT shall coordinate AIP project related tasks, questions, requests, etc. as required, during the course of the project.
- **4.0 Subconsultant Administration.** Solicit proposals from qualified consultants to complete the following tasks as defined herein:
 - Materials testing outlined in Article H, Task 1.2.1.
 - Construction verification surveys outlined in Article H, Task 1.2.2.

For each task, review proposals and select subconsultant; prepare and execute a

professional consulting services agreement with the selected subconsultant; review invoices and process subconsultant payments; and complete all subconsultant administrative work over the life of the project.

5.0 AIP Project Completion Report. Prepare, analyze, and submit final AIP grant Project Completion Report and associated documentation for approval and acceptance by MDOT and FAA.

ARTICLE G - CONSTRUCTION ADMINISTRATION

The CONSULTANT shall provide the following services:

- **1.0 Pre-Construction Conference.** Arrange and conduct the Pre-Construction Conference and prepare and distribute minutes of the meeting.
- **2.0 Construction Layout.** SUBCONSULTANT shall provide assistance to the general contractor as required for construction layout. Work with the contractor's surveyor to ensure construction baselines, construction control points, survey control points, etc. are properly positioned for the contractors use and implementation.
- **3.0 Construction Administration.** Prepare, review, approve, and distribute project documentation and project correspondence over the course of construction. Construction documentation and correspondence shall include the following:

3.1 Contractor and Sponsor Coordination

- Review and approve quarterly bond compliance reports to certify that the project is in compliance with contract documents.
- Assist Resident Project Representative with correspondence necessary to ensure the AIRPORT and the Contractor are both notified of local events, airport activities, user requirements, construction schedule, any forecasted construction delays, and any other activities that may affect airport operations, the construction schedule, or both.

3.2 Monthly Reporting

- The CONSULTANT shall prepare project progress reports as required by the FAA. FAA Form 5370-1, Construction Progress and Inspection Report, shall be utilized.
- The CONSULTANT shall prepare project progress reports as required by the MDOT. The standard MDOT monthly reporting form shall be utilized.
- Project progress reports shall include estimates of construction completion, specific contract work completed, weather conditions, a summary of laboratory and field testing, and anticipated work for the next construction period.

Engineering Services Agreement

3.3 Periodic Cost Estimates

- Review construction quantities documentation for accuracy and completeness and correspond with Resident Project Representative, as necessary, to verify correct pay quantities.
- Enter bid schedule and unit pricing to prepare FAA Form 5100-8, Periodic Cost Estimate, and enter construction quantities for each pay estimate.
- Review, approve, and distribute each cost estimate for the appropriate authorization and submission.
- **4.0 Resident Supervision.** Provide general supervision to the Resident Project Representative regarding construction related activities (four (4) visits estimated.)
- **5.0 Certified Payroll**. Review and ensure contractor certified payroll is in compliance with Davis Bacon Wage rate schedules. Correspond with contractor on deficiencies and follow up as required. Provide assistance to the contractor as needed regarding wage classification determinations.
- **6.0 Submittals.** Review shop drawing submittals, requests for information (RFIs), and product catalogue data furnished by the contractor for compliance with the contract documents. Distribute copies to the FAA, MDOT and AIRPORT, at the conclusion of the project.
- **7.0** Change Orders / Performance. Assist the AIRPORT in processing construction change orders. Advise the AIRPORT as to the Contractor's performance period and the application of liquidated damages, if necessary.
- **8.0 Final Inspection.** Coordinate and attend the final inspection and prepare a report of the results (punchlist) for distribution to FAA, MDOT, AIRPORT and Contractor.
- **9.0 Record Drawings.** Prepare and submit Record Drawings. The AIRPORT, FAA and MDOT shall each receive one set of the Record Drawings in electronic format.

ARTICLE H - TECHNICAL OBSERVATION OF CONSTRUCTION

The CONSULTANT shall provide the following services:

- **1.0 Technical Field Observation of Construction.** The CONSULTANT shall provide a qualified Resident Project Representative, for full time inspection services (estimated 60 calendar days), approved by FAA and MDOT for necessary technical observation to assure that construction is carried out in reasonable conformity with the contract drawings and specifications to the extent that is the customary practice of professional engineering.
 - **1.1 Estimates and Report of Progress.** The Resident Project Representative shall determine, through estimates and calculations, and record all construction quantities for subsequent use in preparing payment requests. The Resident Project Representative shall submit daily inspection reports of progress to the AIRPORT, FAA, and MDOT if requested.

1.2 Quality Assurance.

- **1.2.1 Materials Testing.** The Resident Project Representative shall provide or arrange for the necessary services and equipment for the taking of required tests for construction quality assurance when required. Reports shall be submitted by the CONSULTANT to the AIRPORT, FAA, and MDOT at the conclusion of the project.
- **1.2.2 Contractor Layout Verification.** SUBCONSULTANT shall provide a licensed Professional Land Surveyor to check subgrade and finish grade elevations and project alignment.
- **1.2.3 Construction Oversight Review.** A selected experienced representative of the CONSULTANT will perform a site visit to review the project field books, daily reports, construction quantities, and safety records. The recommendations brought forth by the QA review will be incorporated into the construction documentation throughout the balance of the project.
- **1.3 Wage Rates.** The Resident Project Representative shall conduct periodic wage rate surveys to confirm compliance with the current established minimums provided for within the contract documents. This task may require follow up correspondence with the interviewees to verify items such as benefits and cash fringes.
- **1.4 Pre-Construction Inspection and Punch List Follow Up.** The Consultant shall perform field inspection of the initial start-up work by the Contractor, including any survey, site visits and/or erosion control installations that may happen prior to the official Notice-to-Proceed being issued to the Contractor. Additionally, the Consultant shall perform field inspections of punch list work and corrective action work after the Contractor has reached substantial completion. A total of 20 hours is assumed for Pre-Construction inspections, and 40 hours is assumed for punch list and/or corrective action inspection.

Summary of Fees for Engineering Services

Caribou Municipal Airport Caribou, Maine

RECONSTRUCT APRON (Approx. 5,000 SY)

AIG 3-23-0012-TBD-2023 & AIP 3-23-0012-TBD-2023

Article A:	Collection of Data	\$19,804
Article B:	Design, Const. Dwgs, Specifications & Documents	\$51,030
Article C:	Environmental Services	\$17,226
Article D:	Bidding and Arrangement for Construction	\$11,377
Article E:	General Administration - Design Phase	\$21,548
Article F:	General Administration - Construction Phase	\$11,123
Article G:	Construction Administration	\$30,687
Article H:	Technical Observations of Construction	\$87,216
	Total Engineering Services Fee:	\$250,011

AIG/AIP Project No. 3-23-0012-TBD-2023 Stantec Project No. 179450546

ARTICLE A: COLLECTION OF DATA

DISCIPLINE	Senior	Senior	Senior Electrical	Project	Civil	Civil		CADD/ Computer	Senior Project
TASK	Principal	Associate	Engineer	Manager	Engineer	Designer	Surveyor	Technician	Assistant
1.0 Initial Project Coordination				4	2				2
2.0 Project Control				2					
3.0 Topographic Survey				4					
4.0 Existing Conditions Survey				4					
5.0 Reduce Data				2		4		2	
6.0 Record Drawing Review				4	4				
7.0 Record Geotechnical Review					4				
8.0 Geotechnical layout						2		2	
9.0 Geotechnical Subsurface Investigation				4					
10.0 Stormdrain & Underdrain Investigation				10					
11.0 Airport meeting				10					
12.0 Stake-holder Communication				4					2
TOTAL HOURS	0	0	0	48	10	6	0	4	4
Hourly Rate		\$50.00	\$50.00	\$50.00	\$50.00	\$39.50	\$44.55	\$32.70	\$33.66
Direct Labor Cost	\$0.00	\$0.00	\$0.00	\$2,400.00	\$500.00	\$237.00	\$0.00	\$130.80	\$134.64

EXPENSES:

Task 2, 3 & 4	-Mileage, 1 Round Trip, Brewer/Caribou 350 Miles @ \$0.46/mile		\$161.00
	-Meal Per Diem: 1 Person Day @ \$14/day		\$14.00
Task 10.0	-Mileage, 1 Round Trip, Brewer/Caribou 350 Miles @ \$0.46/mile		\$161.00
l I	-Meal Per Diem: 1 Person Day @ \$14/day		\$14.00
Task 11.0	-Mileage, 1 Round Trip, Brewer/Caribou 350 Miles @ \$0.46/mile		\$161.00
	-Meal Per Diem: 1 Person Day @ \$14/day		\$14.00
Misc. Expenses:	Printing & Reproduction		\$250.00
		TOTAL EXPENSES	\$775.00

OUTSIDE SERVICES:

Tasks 2, 3, 4 & 5	Survey Subconsultant		\$8,650
Task 8 & 9	Geotechnical Subconsultant (contracted with City)		NA
		TOTAL OUTSIDE SERVICES	\$8,650

TOTAL DIRECT LABOR COST	\$3,402.44	
OVERHEAD @ 165.248%	\$5,622.46	
TOTAL LABOR COST	\$9,024.90	
FIXED FEE @ 15%	\$1,353.74	
SUBTOTAL	\$10,378.64	Ļ
TOTAL EXPENSES	\$775.00	
SUBTOTAL	\$11,153.64	Ļ
TOTAL OUTSIDE SERVICES	\$8,650.00	
	USE: \$19,804	

ARTICLE B: DESIGN, CONSTRUCTION DRAWINGS, SPECIFICATIONS AND DOCUMENTS

DISCIPLINE	Carrier	Conton	Senior	Ducient	0	O ivil		CADD/	Senior
TASK	Senior	Senior Associate	Electrical	Project	Civil	Civil	Currier	Computer Technician	Project
	Principal	Associate	Engineer	Manager	Engineer	Designer	Surveyor	Technician	Assistant
1.0 Pavement Design Report				4	4	12			1
2.0 Title and Site Plan				2		2		2	
3.0 Construction Safety/Phasing Plan				4	4	12		8	1
4.0 Airspace Review				2		4		4	1
5.0 Survey Control and Layout Plan				2		4		4	
6.0 Demolition Plan				2		4		8	
7.0 Apron Grading Plan and Profile				4	8	24		24	
8.0 Apron Spot Grading plan				2		4		8	
9.0 Typical Cross-Section and Civil Details				4	4	8		4	
10.0 Pavement Marking Layout Plan and Details				2	4	8		2	
11.0 Erosion Control Plan				1		2		1	
12.0 Cross Sections				2	4	12		12	
13.0 Pavement Management Program				4	8	24		2	2
14.0 Material Quantity Takeoffs and Cost Opinions				4	4	12		4	
15.0 Contract Specifications				12	16				16
16.0 Design Meetings				24					
17.0 Quality Control Design Reviews	8			12					
18.0 Reproduction								4	4
TOTAL HOURS	8	0	0	87	56	132	0	87	25
Hourly Rate	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$39.50	\$44.55	\$32.70	\$33.66
Direct Labor Cost	\$400.00	\$0.00	\$0.00	\$4,350.00	\$2,800.00	\$5,214.00	\$0.00	\$2,844.90	\$841.50

EXPENSES:

		TOTAL OUTSIDE SERVICES	\$0
	Not Applicable		\$0
OUTSIDE SER	/ICES:		
		TOAL EXPENSES	\$850.00
Misc. Expenses	: Printing & Reproduction & Postage		\$500.00
	-Meal Per Diem, 2 Person Days @ \$14/day		\$28.00
Task 16.0	-Mileage, 2 Round Trips, Brewer/Caribou 700 miles @ \$0.46/mile		\$322.00

	USE:	\$51,029.51
TOTAL THIS ARTICLE		\$51,029.51
TOTAL OUTSIDE SERVICES		\$0.00
SUBTOTAL		\$51,029.51
TOTAL EXPENSES		\$850.00
SUBTOTAL		\$50,179.51
FIXED FEE @ 15%		\$6,545.15
TOTAL LABOR COST		\$43,634.36
OVERHEAD @ 165.248%		\$27,183.96
TOTAL DIRECT LABOR COST	-	\$16,450.40

ARTICLE C: ENVIRONMENTAL SERVICES

TASK	DISCIPLINE	Senior Principal	Senior Project Scientist	Senior Environmental Scientist	Wildlife Biologist	Airport Wildlife Biologist	Project Manager	Civil Designer	CADD/ Computer Technician	Senior Project Assistant
1.0 CATEX Coordination				8			2		2	2
2.0 Application for Stormwater Permit E	By Rule			24			4		2	2
3.0 Wildlife Hazard Assessment Site Visit			4	4	24	50	4		2	4
	TOTAL HOURS	0	4	36	24	50	10	0	6	8
	Hourly Rate	\$50.00	\$50.00	\$50.00	\$35.10	\$25.84	\$50.00	\$39.50	\$32.70	\$33.66
	Direct Labor Cost	\$0.00	\$200.00	\$1,800.00	\$842.40	\$1,292.00	\$500.00	\$0.00	\$196.20	\$269.28

EXPENSES:

	Not Applicable		\$0			
	ICES:					
		TOTAL EXPENSES	\$1,670.00			
Misc. Expenses:	Printing & Reproduction		\$300.00			
	-Full Per Diem 6 days @ \$157/day		\$942.00			
Task 3.0	-Mileage, 1 Round Trip, Topsham/Caribou 550 Miles @ \$0.46/mile		\$253.00			
	-Meal Per Diem 1 day @ \$14/day		\$14.00			
Task 2.0	-Mileage, 1 Round Trips, Brewer/Caribou 350 Miles @ \$0.46/mile		\$161.00			

TOTAL DIRECT LABOR COS	Т	\$5,099.88
OVERHEAD @ 165.248%		\$8,427.45
TOTAL LABOR COST		\$13,527.33
FIXED FEE @ 15%		\$2,029.10
SUBTOTAL		\$15,556.43
TOTAL EXPENSES		\$1,670.00
SUBTOTAL		\$17,226.43
TOTAL OUTSIDE SERVICES		\$0.00
TOTAL THIS ARTICLE		\$17,226.43
	USE:	\$17,226

AIG/AIP Project No. 3-23-0012-TBD-2023 Stantec Project No. 179450546

ARTICLE D: BIDDING AND ARRANGEMENT FOR CONSTRUCTION

DISCIPLINE	Senior	Senior	Senior Electrical	Project	Civil	Civil		CADD/ Computer	Senior Project
TASK	Principal	Associate	Engineer	Manager	Engineer	Designer	Surveyor	Technician	Assistant
1.0 Bid Documents				1				4	8
2.0 Advertisements									2
3.0 Bidder Questions/Addenda	1			4	8			4	2
4.0 Pre-Bid Meeting				16				2	1
5.0 Bid Opening				10					4
6.0 Bid Analysis				2	2				2
7.0 Construction Contracts	1			2					4
TOTAL HOURS	2	0	0	35	10	0	0	10	23
Hourly Rate	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$39.50	\$44.55	\$32.70	\$33.66
Direct Labor Cost	\$100.00	\$0.00	\$0.00	\$1,750.00	\$500.00	\$0.00	\$0.00	\$327.00	\$774.18

EXPENSES:

Task 4.0 & 5.0	-Mileage, 2 Round Trips, Brewer/Caribou 700 Miles @ \$0.46/mile -Meal Per Diem 2 days @ \$14/day		\$322.00 \$28.00
Misc. Expenses:	Printing & Reproduction		\$500.00
		TOTAL EXPENSES	\$850.00
OUTSIDE SERV	ICES:		
	Not Applicable		\$0
		TOTAL OUTSIDE SERVICES	\$0

TOTAL DIRECT LABOR COST	\$3,451.18
OVERHEAD @ 165.248%	\$5,703.01
TOTAL LABOR COST	\$9,154.19
FIXED FEE @ 15%	\$1,373.13
SUBTOTAL	\$10,527.31
TOTAL EXPENSES	\$850.00
SUBTOTAL	\$11,377.31
TOTAL OUTSIDE SERVICES	\$0.00
TOTAL THIS ARTICLE	\$11,377.31
l r	USE: \$11,377

ARTICLE E: GENERAL ADMINISTRATION - DESIGN PHASE

DISCIPLINE	Senior	Senior	Senior Electrical	Project	Civil	Civil		CADD/ Computer	Senior Project
TASK	Principal	Associate	Engineer	Manager	Engineer	Designer	Surveyor	Technician	Assistant
1.0 Scoping Meeting				8				1	1
2.0 Prepare Project Scope	2			8	4				2
3.0 Prepare AIG Grant Application				4	2			2	8
4.0 Process Reimbursement Requests				4					8
5.0 DBE Program Update and Accomplishments				4					16
6.0 Project Administration	8			12	4			2	12
7.0 Subconsultant Administration				8					
8.0 Project Coordination/Informational Meetings				20					
9.0 AIG Project Completion Report				4	4				12
TOTAL HOURS	10	0	0	72	14	0	0	5	59
Hourly Rate	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$39.50	\$44.55	\$32.70	\$33.66
Direct Labor Cost	\$500.00	\$0.00	\$0.00	\$3,600.00	\$700.00	\$0.00	\$0.00	\$163.50	\$1,985.94

TOTAL OUTSIDE SERVICES

\$0

EXPENSES:

	TOTAL EXPENSES	\$350.00
Misc. Expenses: Printing & Reproduction & Postage		\$0.00
Task 8.0-Mileage, 2 Round Trips, Brewer/Caribou 700 Miles @ \$0.46/mile -Meal Per Diem 2 days @ \$14/day		\$322.00 \$28.00

TOTAL DIRECT LABOR COST		\$6,949.44
OVERHEAD @ 165.248%		\$11,483.81
TOTAL LABOR COST		\$18,433.25
FIXED FEE @ 15%		\$2,764.99
SUBTOTAL		\$21,198.24
TOTAL EXPENSES		\$350.00
SUBTOTAL		\$21,548.24
TOTAL OUTSIDE SERVICES		\$0.00
TOTAL THIS ARTICLE		\$21,548.24
Г	USE:	\$21,548

FEE SCHEDULE

Airport: Caribou Municipal Airport Project: Reconstruct Apron (Approx. 5,000 SY)

AIG/AIP Project No. 3-23-0012-TBD-2023 Stantec Project No. 179450546

ARTICLE F: GENERAL ADMINISTRATION - CONSTRUCTION PHASE

DISCIPLINE	Senior	Senior	Senior Electrical	Project	Civil	Civil		CADD/ Computer	Senior Project
TASK	Principal	Associate	Engineer	Manager	Engineer	Designer	Surveyor	Technician	Assistant
1.0 Prepare AIP Grant Application				4	2			2	8
2.0 Process Reimbursement Requests				8					12
3.0 Project Administration	4			4	4				12
4.0 Subconsultant Administration				8					
5.0 AIP Project Completion Report				4	4				12
TOTAL HOURS	4	0	0	28	10	0	0	2	44
Hourly Rate	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$39.50	\$44.55	\$32.70	\$33.66
Direct Labor Cost	\$200.00	\$0.00	\$0.00	\$1,400.00	\$500.00	\$0.00	\$0.00	\$65.40	\$1,481.04

EXPENSES:

Misc. Expenses: Printing & Reproduction & Postage		\$0.00
	TOTAL EXPENSES	\$0.00
OUTSIDE SERVICES:		
Not Applicable		\$0
	TOTAL OUTSIDE SERVICES	\$0

TOTAL DIRECT LABOR COS	Т	\$3,646.44
OVERHEAD @ 165.248%		\$6,025.67
TOTAL LABOR COST		\$9,672.11
FIXED FEE @ 15%		\$1,450.82
SUBTOTAL		\$11,122.93
TOTAL EXPENSES		\$0.00
SUBTOTAL		\$11,122.93
TOTAL OUTSIDE SERVICES		\$0.00
TOTAL THIS ARTICLE		\$11,122.93
1 1	USE:	\$11,123

ARTICLE G: CONSTRUCTION ADMINISTRATION

DISCIPLINE	Senior	Senior	Senior Electrical	Project	Civil	Civil		CADD/ Computer	Senior Project
TASK	Principal	Associate	Engineer	Manager	Engineer	Designer	Surveyor	Technician	Assistant
1.0 Pre-Construction Conference				12					2
2.0 Construction Layout						8			
3.0 Construction Administration				24	4				2
4.0 Resident Supervision				48					
5.0 Certified Payroll				4					12
6.0 Submittals				4	8				2
7.0 Change Orders/Performance				4	2		2		1
8.0 Final Inspection				12					
9.0 Record Drawings				2	2	12		12	
TOTAL HOURS	0	0	0	110	16	20	2	12	19
Hourly Rate	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$39.50	\$44.55	\$32.70	\$33.66
Direct Labor Cost	\$0.00	\$0.00	\$0.00	\$5,500.00	\$800.00	\$790.00	\$89.10	\$392.40	\$639.54

Task 1.0 & 8.0	-Mileage, 2 Round Trips, Brewer/Caribou 700 Miles @ \$0.46/mile		\$322.00
	-Meal Per Diem 2 days @ \$14/day		\$28.00
Task 2.0	-Mileage, 1 Round Trip, Portland/Caribou 600 Miles @ \$0.46/mile		\$276.00
	-Full Per Diem 2 days @ \$157/day		\$314.00
Task 4.0	-Mileage, 4 Round Trips, Brewer/Caribou		\$644.00
	1400 Miles @ \$0.46/mile		
	-Meal Per Diem 4 days @ \$14/day		\$56.00
Misc. Expenses:	Printing & Reproduction & Postage		\$0.00
		TOTAL EXPENSES	\$1,640.00

Task 2.0	Survey Subconsultant		\$4,000
		TOTAL OUTSIDE SERVICES	\$4,000

TOTAL DIRECT LABOR COST		\$8,211.04
OVERHEAD @ 165.248%		\$13,568.58
TOTAL LABOR COST		\$21,779.62
FIXED FEE @ 15%		\$3,266.94
SUBTOTAL		\$25,046.56
TOTAL EXPENSES		\$1,640.00
SUBTOTAL		\$26,686.56
TOTAL OUTSIDE SERVICES		\$4,000.00
TOTAL THIS ARTICLE		\$30,686.56
	USE:	\$30,687

ARTICLE H: TECHNICAL OBSERVATIONS OF CONSTRUCTION

DISCIPLINE	Senior	Senior	Senior Electrical	Project	Civil	Resident Project		CADD/ Computer	Senior Project
TASK	Principal	Associate	Engineer	Manager	Engineer	Representative	Surveyor	Technician	Assistant
1.0 Technical Field Observation of Construction						510			
TOTAL HOURS	0	0	0	0	0	510	0	0	0
Hourly Rate	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$39.50	\$44.55	\$32.70	\$33.66
Direct Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,145.00	\$0.00	\$0.00	\$0.00

Resident Project Representative

* Estimated 60 calendar day contract performance period: 9 weeks @ 5 days/week @ 10 hours/day for 1 person = 450 hours Pre-construction and punch list inspection: 6 days/60 hours

EXPENSES:

Task 1.0	-Mileage, 11 Round Trips, Portland/Caribou 6600 Miles @ \$0.46/mile -Full Per Diem 51 days @ \$157/day		\$2,760.00 \$8,007.00
Misc. Expenses:	Printing & Reproduction & Postage		\$0.00
		TOTAL EVENNESS	¢40 767 00
		TOTAL EXPENSES	\$10,767.00
		TOTAL EXPENSES	
UTSIDE SERV Task 1.0	ICES: Materials Testing Services	TOTAL EXPENSES	\$7,500
UTSIDE SERV Task 1.0 Task 1.0		TOTAL EXPENSES	

TOTAL DIRECT LABOR COST		\$20,145.00
OVERHEAD @ 165.248%		\$33,289.21
TOTAL LABOR COST		\$53,434.21
FIXED FEE @ 15%		\$8,015.13
SUBTOTAL		\$61,449.34
TOTAL EXPENSES		\$10,767.00
SUBTOTAL		\$72,216.34
TOTAL OUTSIDE SERVICES		\$15,000.00
TOTAL THIS ARTICLE		\$87,216.34
	USE:	\$87,216

APPENDIX C AIRPORT CONSULTANT'S DBE/SUBCONSULTANT PROPOSED UTILIZATION FORM

Must be provided by the Consultant as an attachment to New Technical Proposals

Consultant Firm: <u>Stantec Consulting Services, Inc.</u> Contact Person: <u>Seth Lovley</u> E-mail: <u>seth.lovley@stantec.com</u> Is Your Firm a DBE: Yes □ No ⊠ Tele: (207) 883-3355 Fax: N/A

Contract Amount: <u>\$250,011</u>

Federal Project PIN # _____

Date of Execution: (For Airport Use Only)
Project Location: <u>Caribou Maine</u>

TOTAL ANTICIPATED DBE 0% PARTICIPATION FOR THIS CONTRACT

LIST ALL CONTRACT SUBCONSULTANTS BELOW

W B	D B	Non DBE	Firm Name	Description of Work	Anticipated \$ Value
E	E				value
•	•				
				Subconsultant Total > DBE Total >	\$0.00 \$0.00

*Note: this information is used to track and report anticipated dbe participation in all federally funded contracts.

	(AIRPORT'S INTERNAL USE ONLY)
Form received://	Verified by: Airport Representative

For a complete list of certified firms and company designation (WBE/DBE) go to http://maine.gov/mdot/civilrights/docs/dbe/WeeklyDBEVendorList.pdf

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO



To: Mayor and City Council Members
From: Penny Thompson, City Manager
Date: May 22, 2023
Re: Resolution for Northern Border Regional Commission grant application

The Letter of Intent for the NBRC Catalyst grant program (attached) was accepted and the City of Caribou was invited to submit a full application to the program.

If funded, this grant will assist with funding a Riverfront Master Plan and will allow the City of Caribou to purchase strategic real estate assets on the Aroostook River.

Suggested Action:

Please make a motion to approve Resolution 05-01-2023 which will authorize Caribou City Manager Penny Thompson to make and sign the Northern Border Regional Commission (NBRC) Catalyst Program application and, should the project be selected for funding, all NBRC investment documents that bind the applicant. This resolution of the Caribou City Council formally authorizes Penny Thompson, the Caribou City Manager, to apply for, receive, and spend funding on behalf of the City of Caribou.



	2023 LETTER OF INTEREST
Name of Applicant Entity:	City of Caribou
	Applicants will be required to be registered in <u>SAM.gov</u> and have a Unique Entity ID (UEI) number at time of application.
Type of Entity: (Select one)	Local Government
Applicant Details: (Check all that apply)	 1st time applicant Serving rural community (population less than 5,000) Serving community of color Serving tribal community
Location of project: (include Municipality, County and State)	Caribou, Aroostook County, Maine
Project Contact:	Name: Karen Gorman
	Title: Special Projects Coordinator
	Phone: 828-577-8427
	E-Mail: kgorman@cariboumaine.org
Is there a Co-Applicant	Yes No
Name of Co-Applicant:	
Type of Entity: (Select one)	Select one from list
Co-Applicant Details: (Check all that apply)	 1st time applicant Serving rural community (population less than 5,000) Serving community of color Serving tribal community
Is the Applicant required to req	uest a Significant Benefit Waiver?

CATALYST PROGRAM

If the entity submitting a LOI is also required to provide documentation to support a significant benefit waiver request (entity located in an Attainment County and not located in an Isolated Area of Distress), they must submit the executed significant benefit waiver affidavit, together with documentation that supports the project's ability to bring significant economic benefits to NBRC Distressed or Transitional counties, together with the required LOI documentation, prior to the deadline of April 21, 2023. The significant benefit waiver requirement requires approval of the Federal Co-Chair and a majority of the Governors of the four states or their chosen alternates to be considered eligible to be invited to application submission.

Is the applicant and/or co-applicant a prior NBRC award recipient who is not 75% expended as of April 15, 2023, and therefore requesting a waiver of the 75% expenditure requirement? Yes IN No. 2023 Section 2023 S

If the entity submitting a LOI is a prior SEID recipient and has not met the 75% expenditure (NBRC award and match) requirement of the prior award(s) prior to April 15, 2023, the entity must submit an executed 75% Expenditure Waiver together with the required LOI documentation prior to the LOI deadline of April 21, 2023. The 75% expenditure waiver must be approved for the project to be considered eligible to be invited to application submission.

The applicant acknowledges NBRC requires all projects to complete a NEPA environmental review process and that this may add to the overall project timeline.

The National Environmental Policy Act (NEPA) requires that prior to funding, authorizing, or implementing an action, federal agencies consider the effects that their proposed action may have on the environment. The NBRC has developed a NEPA intake form for all project to evaluate the level of NEPA environmental review required for each project. Include NEPA environmental review process in relevant supporting materials such as project timeline, budget, budget narrative, and qualifications.

Project Category: Categories are described in 2023 CATALYST PROGRAM Application Manual under Eligible Purpose. Applicants should self-identify the category that is most appropriate for the proposed project. The project narrative should align with the project category. The applicant should self-identify if multiple categories apply to the proposed project.

Construction in support of Infrastructure categories: Transportation Renewable Energy	
Telecommunications Basic Public - Core Basic Public - Critical Basic Public - Communi	ity

Non-Infrastructure categories: Business Development Workforce Development Basic Health Care Conservation, Tourism, Recreation

Project Budget Summary:

NBRC CATALYST PROGRAM Request Amount	\$478,500
Match/Cost Share Amount	\$146,480
Total Project Amount	\$624,980

If a project uses funds from multiple federal sources (including the NBRC), no more than 80% of a total project cost* can be comprised of federal funds. It is equally important for applicants to check with other federal sources, as each federal agency may have its own restrictions. See 40 USC §15506(e).

Letter of Interest Complete Package:

- LOI form (fully executed PDF)
- Project Narrative (PDF format)

For the narrative portion of the LOI, please include a letter (no more than 3 pages) that clearly articulates the following:

1. **Project Summary** (3-4 paragraphs): Describe the project including how it aligns with the agency investment priorities, eligible purposes and scoring criteria as referenced in the 2023 Catalyst Program Application Manual. Describe how the project aligns with agency investment priorities:

• Projects that provide benefits to or demonstrate meaningful engagement with LOI Page 2 of 3 communities who have been under-represented in past NBRC investments.

Underinvested communities include rural communities (population less than 5,000), communities of color, and tribal communities.

- Projects that address multiple needs and cross multiple investment categories.
- Projects that adapt to changing climate conditions and extreme weather events.
- 2. Statement of need (1-2 paragraphs): Describe the project need including the challenge the project seeks to address. Describe why this project matters to the community and the opportunity gained by funding the project now.
- **3. Higher maximum for an infrastructure project** (1-2 paragraphs): Describe the need to include multiple infrastructure categories or multiple jurisdictions in one project. What is the benefit of setting the project up to include multiple infrastructure categories or serve multiple jurisdictions?
- 4. Outcomes (1-2 paragraphs): State the expected outcomes and associated measures of success for the project. Outcomes should be clearly identified in narrative and measurable to be reported on throughout the course of the project as well as three years after closeout.
- **5. Partners and qualifications** (1-2 paragraphs): Provide a list and brief description of the collaborating partners in the project, and their respective roles.

 Budget and Budget Narrative (PDF) SF424cbw

Budget narrative to include:

- 1. Expenses over \$5,000 with brief justification for each.
- 2. Matching funds detail, to include Source, amount, date of commitment (and if not yet committed or pending, include anticipated date of commitment)
- If requesting the higher maximum for an infrastructure project, describe how the requested funds will be allocated across infrastructure categories.

Please submit the LOI template together with the required Project Narrative, Budget (SF424cbw) and Budget Narrative as one PDF to <u>loi@nbrc.gov</u>, by the LOI deadline of April 21, 2023, at 5:00 p.m. EST. If your project is required to submit a waiver and documentation in support of a Significant Benefit Waiver request and/or a 75% Prior NBRC SEID Award Expenditure waiver, please submit that information as a separate PDF from the LOI but attached to the same email as the LOI submission. Please see the 2023 Catalyst Application Manual for additional information. Incomplete LOIs will not be eligible to be reviewed or invited to application phase.

The required submission requirements of the Letter of Interest must be submitted in PDF form and not be corrupt. NBRC will attempt to open the document but will not take any additional measures in the event of problems with opening.

I, Penny Thompson

_____ verify that the facts

set forth in the Letter of Interest materials are true and correct to the best of my knowledge, information, and belief.

Tennis I homp XC

April 20, 2023

Signature of Authorized Official Penny Thompson

Date

Printed Name of Authorized Official

LOI Page 3 of 3

2023 NBRC Catalyst Program Project Narrative

City of Caribou Riverfront Revitalization Project

Project Summary: This non-infrastructure project aligns with NBRC investment priorities by addressing multiple needs and crossing multiple investment categories. The proposed project will combine the priorities of both business/economic development and promotion of resource conservation, tourism, recreation, and preservation of open space in the strategic Caribou, Maine Riverfront Revitalization District. The project will bring together property/business owners, economic development groups, tourism/recreation stakeholders, local citizens, and the Caribou Riverfront Revitalization Committee (CRRC) to create a realistic vision and goals for economic development of a once thriving, now blighted area of town. Riverfront redevelopment has successfully occurred in towns throughout the U.S. and is overdue in Caribou. Economic development studies and comprehensive plans produced for Caribou over the past 18 years have recommended that this action be taken. The vision of this project is to provide a quality of place investment that will not only create environmental, recreational, historic, and cultural appreciation opportunities, but also provide an economic driver for needed jobs and businesses in Caribou. This project provides extraordinary value in terms of community benefit for dollars spent. The proposed project will consist of three activities: Planning, Land Acquisition, and limited rehabilitation/reuse activities.

A market study/land use planning consultant will engage stakeholders to provide a unified economic and recreational vision and development plan. Two historically, culturally and recreationally strategic properties are currently available for purchase; an opportunity that will be lost if these properties are not purchased now (project readiness). One consists of the historic Caribou Train Station; the other, the site of the original Caribou Starch Plant located on an elevated overlook at the juncture of the Aroostook River and Caribou Stream. The Caribou City Council is ready to acquire these properties should the grant be awarded. Funds will be budgeted for necessary site rehabilitation/reuse; with city labor and equipment used as much as possible for project match. It is expected that several local businesses will contribute time and funds to the success of riverfront revitalization and economic resiliency.

In alignment with Maine DECD Strategic Investment Principles, ACTION B5 of the State Economic Development Plan states: "Promote 'Quality of Place' investments. The quality of our recreational opportunities, historic places, and arts and culture are a draw for tourists and residents alike. Each area of Maine has special attributes. We will work directly with local communities to explore asset development that attracts and retains people."

This riverfront revitalization project will also allow community adaptation to changing climate conditions and extreme weather events by ensuring that planning and development will incorporate environmental and economic resiliency.

Statement of Need: Caribou, incorporated in 1859, is the most northeastern city in the U.S., located on the Aroostook River, just ten minutes from the Canadian border. Consisting of 79.29 square miles, and a population of 7,367 (density of 93.3 people/sq mi), Caribou meets the census definition of a rural small town. Caribou experiences social, environmental, economic and health

and welfare **challenges/disparities** typical of a rural community including remoteness from urban areas (Portland, ME is 300 miles and 5 hours away) and climate extremes exacerbated by geography and global warming.

Between the 2010 and 2020 census, Caribou (pop. 7,396) was the fastest-shrinking city in Maine. Caribou's median household income of \$42,325 is 29% below Maine median income of \$59,489, and 38% below the U.S. median household income of \$67,521. The poverty rate in Caribou is 14%, above the state rate of 11.5%. Child poverty rate is 20%; state rate is 13%. (US Census; County Health Rankings 2022). Two of the three census tracts of Caribou are designated Justice 40 areas by the Council on Environmental Quality Climate and Economic Justice Screening tool, validating Caribou's health, economic and social disparities. Cited parameters include household income less than twice the federal poverty level, 60-80% less than high school education, low enrollment in higher education (96%), health burden (above 90%-asthma and heart disease), and energy burden (88-90% costs related to household income).

Until the late 1960's, Caribou was the world's largest potato shipping hub, and until 1994, a service community to Loring Air Force Base, which closed, ushering in an ongoing period of disinvestment. The city struggles to maintain a strong economy and has lost 42% of its population since 1960 (12,500). Other impacts include decreased property values due to vacancy and blight, and loss of job opportunities due to business closures. Industry and large employers have declined leaving a largely residential tax base. An aging population and the outflow of youth have also contributed to the current economic situation. Caribou must focus on "growing the local economic base to ensure viability of the community in the future by maintaining public investments at current levels, focusing on retaining existing businesses, attracting new ones, and promoting four season tourism." (2014 Comprehensive Plan) Also recommended in 2014: "…the City should look into the possibility of developing summer tourist attractions including *expedited development of the Caribou waterfront area.*" The riverfront in Caribou is historically a center of commerce, and a scenic amenity with potential for recreation and social events.

The Planning Board is actively rezoning the area to promote mixed use and recreation. The Maine Department of Transportation, at the request of the Caribou Riverfront Renaissance Committee, is considering reuse of the riverfront railroad right of way for a recreational trail. Atlantic Salmon of Northern Maine, Inc. plans a fish hatchery/park on an adjacent riverfront parcel.

This project matters to Caribou citizens: During a Fall 2022 town visioning session (kick-off for the 2024 Comprehensive plan), over 50 residents ranked Riverfront Renaissance efforts second in importance to economic development and tourism. It was acknowledged that riverfront redevelopment is long overdue, and the consensus was, *"We need to keep the momentum going."*

Creating a stronger sense of place through promotion of history, culture and recreational opportunities has been proven to attract and retain younger residents. Economic and recreational development in this district will retain and create jobs and contribute to *an enhanced sense of place for the community*. Two strategic riverfront properties are available for purchase now; this opportunity to provide for historical/cultural/recreational preservation may be lost if not acquired by the City.

Outcomes (measures of success): Creation of a realistic economic development plan (Plan creation and adoption) will be a catalyst for positive development of the Riverfront District. It will create enthusiasm for Caribou as a vital, diverse community and enhance the sense of place (community surveys) for past, current, and future residents. It is expected that new construction and renovations (# permits), landscaping and open public (amount of open space/facilities) will be developed. Expanded commerce and traffic will provide new jobs and sales (quantified) for the community. The scenic riverfront will be restored to its rightful place as a major asset for the city. The Caribou Train Station will be redeveloped as a community gathering place, possibly hosting local arts/crafts and food. Historical and cultural resources will be highlighted (Billboards) so that future generations can appreciate Caribou's riverfront legacy. Tourism attractions and a revitalized riverfront may attract and retain a younger demographic, seeking a variety of amenities and attractions (community surveys/social media metrics).

Collaborating Partners and Qualifications:

The City of Caribou has administered numerous grants and development plans. Most recently, as an outcome of a Maine Tourism grant, the City has developed a tourism/business promotion webpage (www.cariboumaine.org/visit) and social media campaign. The City Manager's office is invested in community engagement, collaboration, and economic development to increase the tax base and community well-being. City and Riverfront Renaissance Committee (CRRC) partners will serve on the Riverfront Development Advisory Committee, advising and ensuring sustainability; and committing funds for the success of this project.

<u>ENGIE North America</u>: An energy company with a focus on efficient, long-term, carbon-reducing solutions, supporting customers through their renewable and low-carbon energy transition, while creating jobs, economic opportunities, and trusted customer and community partnerships along the way. \$7,000 match in hand

Walmart: Local store has contributed \$2,000 to the project

Lattice Technologies: A local business has contributed \$1,000 for riverfront redevelopment efforts

<u>Atlantic Salmon for Northern Maine</u> owns adjacent riverfront acreage and is in the process of developing a salmonrearing facility and park. Role: Project partners in development of riverfront in vicinity of Caribou dam

Caribou Development Committee: Promotion of economic development opportunities

<u>Caribou Recreation Department</u>: Maintenance of open space/recreational opportunities and promotion of health and wellness

Caribou Public Works Department: Will contribute labor/equipment for site restoration as needed

Local Business collaborators: Hogan Tire, Kacie's Place Campground, Sleeper's, Powers sheet Metal, Caribou Storage have interests in expanding business opportunities.

<u>Municipal Assistance Program, University of Connecticut TAB Program</u> will assist in site reuse concepts and community engagement/social media; currently also working with Citizen Lab for engagement

Caribou Historical Society: Will ensure that cultural/historic values will be preserved and enhanced

<u>Maine Dept of Transportation</u>: Recreational reuse of railroad right of way; Village Partnership Initiative for improving and connecting pedestrian/traffic access to Riverfront; MDOT will be heavily involved in planning and re-use efforts. Funds have been appropriated for the DOT VPI planning grant match.

			Grai	nt Application D	Detailed F	Budget Worksheet				ОМВ Ар	proval No.: (Exp. 01/3	2501-0017 31/2008)
Name and Address of Applicant:	City of Caribou 25 High Street Caribou Maine 04736										(
	Caribou Mair	ne 04736										
Category				Detailed Des	criptio	n of Budget (for	full grant	period)				
	Estimated			HUDS	Share	Applicant Match	Other HUD	Other Federal	State Share	Local/Tribal Share	Other	Program Income
1. Personnel (Direct Labor) Position or Individual	Hours	Rate per Hour	Estimated Co	st			Funds	Share				
City Manager Penny Thompson	1	1	\$-	\$	-	\$-	\$-	\$-	\$ -	\$-	\$ -	\$ -
Special Projects Coordinator Karen Gorman			5 - \$ -		-	ъ -	ъ-	- -	- -	ъ -	\$ -	ə -
Office Coordinator Judy Kleeman			\$ -	_								+
	720	\$ 65.00	\$ 46,800.0	0								
	120	φ 00.00	\$ -	•								
			\$ -	_								
			\$-									
			\$-									
			\$-									
Total Direct Labor Cost			\$ 46,800.0	0 \$	-	\$ 46,800.00	\$-	\$-	\$ -	\$-	\$ -	\$ -
2. Fringe Benefits	Rate (%)	Base	Estimated Co	HUD	Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	1446 (70)	2400	\$ -	\$	-	\$-	\$ -	\$ -	\$ -	\$-	\$ -	\$ -
Estimated at 10% on wages	10.00%	\$ 46,800.00	\$ 4,680.0			Ŧ	Ŧ	Ť	1	- -	Ť	1
5		,	\$ -									
			\$ -									
			\$ -									
			\$ -									
			\$ -									
Total Fringe Benefits Cost			\$ 4,680.0	0 \$	-	\$ 4,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Travel						•			•	•		•
3a. Transportation - Local Private Vehicle	Mileage	Rate per Mile	Estimated Co	HUD	Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	wineage	itate per mille	\$ -	si \$	-	\$-	5 -	\$ -	\$ -	\$-	\$ -	\$ -
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Subtotal - Trans - Local Private Vehicle			\$ -	\$	-	\$-	\$ -	\$ -	\$ -	\$-	\$ -	\$ -
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				Grant Applicati	ion Detailed Budge	et Worksheet					
				Detailed	Description of	Budget					
3b. Transportation - Airfare (show destination)	Trips	Fare	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
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Subtotal - Transportation - Airfare			\$-	\$ -	\$-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3c. Transportation - Other	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	Quantity		\$ -	\$ -	\$-	\$ -	\$ -	\$-	\$ -	\$ -	\$ -
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			\$ -								
			\$ -								
Subtotal - Transportation - Other			\$-	\$-	\$-	\$-	\$-	\$ -	\$ -	\$ -	\$ -
3d. Per Diem or Subsistence (indicate location)	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	Days	Rate per Day	\$ -	\$ -	\$-	s -	\$ -	\$-	\$-	\$ -	\$ -
			\$ - \$ -	φ -	φ -	φ -	φ -	- -	φ -	- a	- -
			\$ -								
			\$ -								+
			\$-								+
Subtotal - Per Diem or Subsistence			\$-	\$-	\$-	\$ -	\$ -	\$-	\$-	\$ -	\$ -
Total Travel Cost			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment (Only items over \$5,000 Depreciated v	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$ -	\$ -	\$-	\$ -	\$ -	\$-	\$-	\$ -	\$ -
			\$-						·		1
			\$ -								1
			\$ -								
Total Equipment Cost			\$ -	\$-	\$-	\$-	\$ -	\$-	\$-	\$ -	\$ -
				2					form HUD-42	4-CBW (2/2	<mark>2</mark> 003)

				Grant Applica	tion Detailed Bud	get Workshee	t				
				Detailed	d Description of	Budget					
5. Supplies and Materials (Items under \$5,000 Depr	eciated Value)			•	•					
5a. Consumable Supplies	Quantity	Unit Cost	Estimated Co	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	-		\$-	\$ -	\$-	\$ -	\$ -	\$-	\$-	\$ -	\$ -
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Quintentel . Que environtella Que enliera			\$ -	¢	¢.	\$ -		<u>^</u>	¢		
Subtotal - Consumable Supplies			\$-	\$ -	\$ -	S - Other	\$ - Other	\$ -	\$-	\$ -	\$ -
5b. Non-Consumable Materials	Quantity	Unit Cost	Estimated Co		Applicant Match	HUD Funds	Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
			\$-								
	_		\$ -	_							
			\$	_							
			\$	_		_					_
Subtotal - Non-Consumable Materials			\$ - \$ -	¢		*		^		^	
Total Supplies and Materials Cost			\$- \$-	<u>\$</u> - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
			φ -	φ -		Other	Other	- v	l ·	φ -	
6. Consultants (Type)	Days	Rate per Day	Estimated Co	HUD Share	Applicant Match	HUD Funds	Federal Share	State Share	Local/Tribal Share	Other	Program Income
Riverfront Master Plan Consultant - Coplon	100	\$ 500.00	\$ 50,000.00) \$ -	\$ -	\$ -	\$ -	\$ -	\$-	\$ -	\$ -
County Environmental Engineering	100	\$ 400.00	\$ 40,000.00								
			\$								
			\$-								
			\$ -	_							
			\$ -								
Total Consultants Cost			\$ 90,000.00	\$ 70,000.00	\$ 20,000.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
7. Contracts and Sub-Grantees (List individually)	Quantity	Unit Cost	Estimated Co	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
			\$								
			\$-								
			\$ -								
			\$								<u> </u>
Total Subcontracts Cost			\$	\$ -	\$-	\$-	\$-	\$-	\$ - form HUD-42	\$-	\$-

				Grant Applicati	ion Detailed Budg	et Workshee	t				
					Description of						
8. Construction Costs					•	•					
8a. Administrative and legal expenses	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Legal title searches	20	\$ 250.00	\$ 5,000.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ -
			\$-								
			\$-								
			\$-								
			\$-								
Subtotal - Administrative and legal expenses			\$ 5,000.00	\$ 5,000.00	\$-	\$ -	\$ -	\$ -	\$-	\$ -	\$ -
8b. Land, structures, rights-of way, appraisal, etc	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Train Station	1	\$ 120,000.00		\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Starch Plant	1	\$ 40,000.00									
			\$-								
			\$-								
Subtotal - Land, structures, rights-of way,			\$ 160,000.00	\$ 160,000.00	\$-	\$-	\$ -	\$ -	\$-	\$ -	\$ -
8c. Relocation expenses and payments	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$-	\$ -	\$-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$-								
			\$								
			\$-								
			\$-								
Subtotal - Relocation expenses and payments			\$-	\$ -	\$-	\$-	\$ -	\$-	\$-	\$ -	\$ -
8d. Architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
			\$-								
			\$-								
			\$-								
			\$-	<u>^</u>		<u>^</u>				<u> </u>	
Subtotal - Architectural and engineering fees			\$-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8e. Other architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	,		\$ -	\$ -	\$-	\$ -	\$ -	\$ -	\$-	\$ -	\$ -
	1		\$ -			1	1	1		l .	1
			\$ -								
			\$-								
			\$-								
Subtotal - Other architectural and engineering fees			\$ -	\$ -	\$-	\$ -	\$ -	\$ -	\$-	\$ -	\$ -

					Gran	t Applicati	ion I	Detailed Budge	t Worksheet								
8f. Project inspection fees	Quantity	Unit Cost	Estimated	Cost	HUE) Share		Applicant Match	Other HUD Funds	F	Other ederal Share	State	Share	Local, Sh	'Tribal are	Other	Program Income
or. Project inspection rees	Quantity	Unit COSt	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$		\$ -	\$ -
			\$		Ψ	_	Ψ	_	Ψ -	 ♥	_	ΙΨ	_	Ψ	_	Ψ -	Ψ -
			\$	· .													
Subtotal - Project inspection fees			\$	- I	\$	-	\$	-	\$-	\$	-	\$	-	\$	-	\$ -	\$ -
8g. Site work	Quantity	Unit Cost	Estimated	Cost	HUE) Share		Applicant Match	Other HUD Funds	F	Other ederal Share	State	Share	Local/ Sh	'Tribal are	Other	Program Income
Grading, Seeding, Planting	1	\$ 40,000.00	\$ 40,00	0.00	\$	-	\$	-	\$-	\$	-	\$	-	\$	-	\$-	\$-
by departments			\$	-													
			\$	-						<u> </u>		-					
Subtotal - Site work			\$ 40,00	0.00	\$	-	\$	40,000.00	\$ -	\$	-	\$	-	\$	-	\$ -	\$ -
8h. Demolition and removal	Quantity	Unit Cost	Estimated	Cost	HUE) Share		Applicant Match	Other HUD Funds	F	Other ederal Share	State	Share	Local, Sh	'Tribal are	Other	Program Income
Soderberg Construction - demo	1	\$ 135,000.00	\$ 135,00		\$	-	\$	-	\$-	\$	-	\$	-	\$	-	\$-	\$-
Caribou Public works removal / disposal	1	\$ 25,000.00	\$ 25,00	0.00													
			\$	-					-			<u> </u>					<u> </u>
Subtotal - Demolition and removal			\$ 160,00	0.00	\$ 13	5,000.00	\$	25,000.00	\$ -	\$	-	\$	-	\$	-	\$ -	\$ -
8i. Construction	Quantity	Unit Cost	Estimated	Cost	HUD) Share		Applicant Match	Other HUD Funds	F	Other ederal Share	State	Share	Local/ Sh	'Tribal are	Other	Program Income
Train Station rehab	1	\$ 75,000.00	\$ 75,00	0.00	\$	-	\$	-	\$-	\$	-	\$	-	\$	-	\$-	\$ -
			\$	-													
			\$	-													
Subtotal - Construction			\$ 75,00	0.00	\$ 6	5,000.00	\$	10,000.00	\$-	\$	-	\$	-	\$	-	\$-	\$-
8j. Equipment	Quantity	Unit Cost	Estimated	Cost	HUD) Share		Applicant Match	Other HUD Funds	F	Other ederal Share	State	Share	Local/ Sh	'Tribal are	Other	Program Income
	quantity		\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$ -	\$ -
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Subtotal - Equipment			\$	-	\$	-	\$	-	\$-	\$	-	\$	-	\$	-	\$-	\$-
8k. Contingencies	Quantity	Unit Cost	Estimated	Cost	HUD) Share		Applicant Match	Other HUD Funds	F	Other ederal Share	State	Share	Local, Sh	′Tribal are	Other	Program Income
10% of government funds	1	\$ 43,500.00	\$ 43,50	0.00	\$	-	\$	-	\$-	\$	-	\$	-	\$	-	\$-	\$-
			\$	-													
			\$	-													
Subtotal - Contingencies			\$ 43,50	0.00	\$ 4	3,500.00	\$	-	\$ -	\$	-	\$	-	\$	-	\$ -	\$ -
8l. Miscellaneous	Quantity	Unit Cost	Estimated	Cost	HUE) Share		Applicant Match	Other HUD Funds	F	Other ederal Share	State	Share		′Tribal are	Other	Progran Income
		5	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$		\$-	\$ -
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			\$	- I			1					1					1
Subtotal - Miscellaneous			\$	- 1	\$	-	\$	-	\$-	\$	-	\$	-	\$	-	\$-	\$ -
Total Construction Costs			\$ 483,50	0.00	¢ 40	8.500.00	\$	75,000.00	\$-	\$	-	\$	-	\$	-	\$-	\$ -

				Grant Applicati	ion Detailed Budge	t Worksheet	t				
9. Other Direct Costs	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
liem			\$ -	\$ -	\$-	\$ -	\$-	\$ -	\$-	\$ -	\$ -
			\$ - \$ -	ə -	\$-	\$-	- -	\$ -	\$ -	\$ -	\$ -
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			\$-								
			\$ -								
Total Other Direct Costs			\$-	\$ -	\$-	\$ -	\$-	\$-	\$-	\$-	\$-
Subtotal of Direct Costs			\$ 624,980.00	\$ 478,500.00	\$ 146,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Indirect Costs	Rate	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Туре											
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			\$ -								
Total Indirect Costs			\$ -	\$-	\$-	\$ -	\$-	\$-	\$-	\$ -	\$ -
Total Estimated Costs			\$ 624,980.00	\$ 478,500.00	\$ 146,480.00	\$-	\$-	\$-	\$-	\$-	\$-
I OTAL ESTIMATED COSTS			. ,	\$ 478,500.00 6	³ 146,480.00	ð -	ъ -	ъ -	\$ - form HUD-42	φ -	

OMB Approval No. 2501-0017

Grant Application Detailed Budget Worksheet

(Exp. 01/31/2018)

Public reporting burden for this collection of information is estimated to average 3 hours 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. Response to this request for information is required in order to receive the benefits to be derived. The information requested does not lend itself to confidentiality.

	Detailed [Description of Budg	et	
Ana	lysis of Total Estimated Costs	Es	timated Cost	Percent of Total
1	Personnel (Direct Labor)	\$	46,800.00	7.5%
2	Fringe Benefits	\$	4,680.00	0.7%
3	Travel	\$	-	0.0%
4	Equipment	\$	-	0.0%
5	Supplies and Materials	\$	-	0.0%
6	Consultants	\$	90,000.00	14.4%
7	Contracts and Sub-Grantees	\$	-	0.0%
8	Construction	\$	483,500.00	77.4%
9	Other Direct Costs	\$	-	0.0%
10	Indirect Costs	\$	-	0.0%
	Total:	\$	624,980.00	100.0%
	Federal Share:	\$	478,500.00	76.6%
	Match:	\$	146,480.00	23.4%
		\$	624,980.00	

7

form HUD-424-CBW (2/2003)

2023 NBRC Catalyst Program Budget Narrative for SF-424cbw

City of Caribou Riverfront Revitalization Project

- a. <u>Personnel</u>: The City of Caribou City Manager and staff will perform project administration (6 hr/week x 4 wks x \$65/hr) = \$1560/month; \$18,720 annually. Project duration expected to be 30 months (total \$46,800). Personnel costs are provided in-kind, with no funding for this cost requested from NBRC.
- <u>b.</u> <u>Fringe Benefits</u>: Fringe costs are provided in kind, with no funding for this cost requested from NBRC. (Estimated 10% of personnel = \$4680)
- c. <u>Travel and Transportation</u>: No travel/transportation are required for this project.
- <u>d.</u> <u>Equipment</u>: No equipment will be purchased for this project.
- e. Supplies and Materials: No supplies or materials will be purchased for this project.
- <u>f.</u> <u>Contractual:</u>

Riverfront Master Plan Consultant: The CRRC has received verbal estimates (Coplon Assoc., Brunswick, ME) for master planning for the riverfront area at \$50,000. (\$20,000 match is secured).

Environmental Consultant: County Environmental Engineering will be assisting with Phase I and II assessments and NEPA requirements: \$40,000

g. Construction:

- 1. Administrative and Legal: Legal costs estimated at: \$5,000
- 2. <u>Land Acquisition</u>: Current asking prices for subject properties: Starch Plant: \$40,000 and Train Station: \$120,000
- 3. <u>Relocation Expenses/Payments</u>: N/A
- 4. <u>Architectural/Engineering</u>: N/A
- 5. Other Architectural/Engineering: N/A
- 6. <u>Project Inspection Fees:</u> N/A
- 7. <u>Site Work</u>: Grading/seeding/planting Performed by Caribou Public Works and Caribou Recreation Dept. (\$40,000 in-kind)

- 8. <u>Demolition and Removal</u>: Starch Plant Site Local contractor estimate of \$135,000 for mobilization, erosion control, disposal, demolition. (City in-kind contribution \$25,000)
- 9. <u>Construction</u>: Caribou Train Station rehab/renovation estimated at \$75,000; (\$10,000 expected local business match)
- 10. Equipment: N/A
- 11. Contingencies: 10% of grant funds
- 12. Miscellaneous: N/A

Funding Sources

Funding Source (NBRC, other federal, state, local, other)	Type of Funding (grant, loan, in-kind)	Amount	Date of Commitment, Secured/Pending
NBRC-federal	Grant	\$478,500	Pending, August 2023
City of Caribou-local	In-kind	\$116,480	Secured
Caribou Riverfront Renaissance	In-Kind Fundraising	\$ 20,000	Secured
Local Business contributions	In-Kind Fundraising	\$ 10,000	Pending, August 2023
Total federal:		\$ 478,500	
Total non-federal:		\$ 146,480	
Grand total		\$ 624,980	



Resolution 05-01-2023

An Authorized Official Resolution of the Caribou City Council Formally authorizing the City Manager Penny Thompson to apply for, receive and spend funding on behalf of the organization to the Northern Border Regional Commission (NBRC)

WHEREAS, The City Council is the legal authority for the City of Caribou, and

WHEREAS, The Caribou City Council has directed staff to apply for grant funding to further the priorities and goals of the Caribou City Council, and

WHEREAS, The staff has identified the Northern Border Regional Commission grant application process as a potential source of funding and the Letter of Intent has been accepted and a NBRC Catalyst Program application prepared for submission, and

NOW, THEREFORE BE IT RESOLVED BY, THE CARIBOU CITY COUNCIL, that the City of Caribou will authorize Penny Thompson, the Caribou City Manager, to make and sign the Northern Border Regional Commission (NBRC) Catalyst Program application and, should the project be selected for funding, all NBRC investment documents that bind the applicant. This resolution of the Caribou City Council formally authorizes Penny Thompson, the Caribou City Manager, apply for, receive, and spend funding on behalf of the City of Caribou.

This resolution was duly passed and approved by a majority of the City Council of the City of Caribou this 22rd day of May, 2023.

Jody R. Smith, Mayor

Attest: Danielle Brissette, City Clerk

[City Seal]

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO



To: Mayor and City Council Members
From: Penny Thompson, City Manager
Date: May 22, 2023
Re: Spirit of America nominees from Caribou 2023

The Maine Spirit of America Foundation became incorporated with the State of Maine on October 16, 1990 as a 501 (c) (3) to establish a town volunteer recognition program. Every year the Spirit of America Foundation Tribute is presented in the name of 100+ Maine municipalities.

In years past, the City of Caribou has selected honorees for the Maine Spirit of America Foundation tribute. The criteria for the award is set by the municipality but should be a local person, group or project that is chosen for commendable community service. The Caribou City Council selects the tribute winner and presents the individual or group with a resolution.

The 2023 privilege granted to Maine municipalities to choose Spirit of America Foundation Tribute winners expires on June 30.

At the April 24 Caribou City Council meeting, a memo was provided to remind citizens of the award and the opportunity to nominate someone for the honor.

Two nominations were received:

Gary Cook of Caribou for his volunteer work in the Caribou United Baptist Church food pantry.

Keith Brown of Caribou for his volunteer work on the Caribou recreational trails.

With the City Council's approval, I will reach out to Mr. Cook and Mr. Brown. The City Council can then formally present their awards at the June City Council meeting.

Suggested Action:

Please make a motion to approve the nominations of Gary Cook and Keith Brown as Spirit of America recipients from the City of Caribou for the year 2023.



CARIBOU HOUSING AUTHORITY

- HOUSING CHOICE VOUCHER -- MAINSTREAM PROGRAM -- FOSTER YOUTH PROGRAM -- EMERGENCY HOUSING VOUCHER PROGRAM-FAMILY SELF-SUFFICIENCY PROGRAM LANDLORD PARTICIPATION INCENTIVE PROGRAM

WAITING LIST STATISTICS

	Jan	Feb	Mar	April M	layuny	ulyA	ıgSej	p Oct	NovDec	YTD
Applicants in Jurisdiction	35	0	39	6						80
VAWA Preference	1	0	0	0						1
Veteran's Preference	2	0	0	0						2
Natural Disaster	0	0	0	1						1
Living in Caribou	19	0	29	5						53
Mainstream	16	0	16	3						35

HOUSING CHOICE VOUCHER PROGRAM

	Jan	Feb	Mar	April	May	lune	JulyA	ugS	Sep O	ctN	ovD	ec	YTD
HUD Allocated Vouchers	196	196	196	_	##	##	## ;	## 1	## #	# #	# #	#	2352
Total Vouchers Leased	174	172	176	176									698
Port Out Vouchers	1	-	-	-									1
Homeownership Vouchers	1	1	1	1									4
All Other Housing Choice Vouchers	172	171	174	172									689
YTD Openings	22	24	20	20									86
Applicants Pulled From Waiting List	0	26	0	56									82
Vouchers Issued	0	11	4	2						Т			17
Vouchers Expired	1	2	0	5									8
Vouchers on Street	6	12	9	10									37
Total HAP Expense	\$ 83,917	\$ 84,098	\$ 85,943	\$ 85,871	#	#	#	#	#	#	#	#	\$ 339,829
All Other Voucher	\$ 73,818	\$ 74,074	\$ 75,447	\$ 75,813									\$ 299,152
Port Out Payments	\$ -	\$ -	\$ -	\$ -									\$ -
Homeownership HAP	\$ 284	\$ 284	\$ 284	\$ 284									\$ 1,136
FSS Escrow, Particiants Account	\$ 9,815	\$ 9,740	\$ 10,212	\$ 9,774									\$ 39,541
Ave. Per Unit Cost	\$ 482	\$ 489	\$ 488	\$ 488									\$ 487
Lease Up Rates	Jan	Feb	Mar	April	May	lune	JulyA	ugS	Sep O	ctN	ovD	ec	YTD
HUD Allocated -vs- Leased	80%	88%	90%	90%									80%

HUD Allocated -vs- Leased	89%	88%	90%	90%					89%
HUD Funded -vs- HAP Expense	89%	88%	90%	90%					89%

MAINSTREAM VOUCHERS

		Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec		YTD
Allocated Vouchers		40	40	40	40	40	40	40	40	40	40	40	40		480
Total Vouchers Leased		32	32	30	29										123
	_			 											
Total HAP Expense	\$	14,685	\$ 15,588	\$ 13,655	\$ 14,789	#	#	#	#	#	#	#	#	\$	58,717
HAP Expense	\$	14,014	\$ 15,213	\$ 13,280	\$ 14,087									\$	56,594
FSS Escrow, Participants Account	\$	671	\$ 375	\$ 375	\$ 702									\$	2,123
YTD Openings		8	8	10	11	40	40	40	40	40	40	40	40		357
Appllicants Pulled from Waiting List		0	13	0	0	0	0	0	0	0	0	0	0		13
										•					
Vouchers Issued		0	2	7	0	7									16
Voucher Expired		1	0	0	0	0									1
Vouchers on Street		0	2	9	8	7									26

PORT IN / FOSTER YOUTH TO INDEPENDENCE

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Ŋ	YTD
Vouchers Leased	0													0
FYI HAP	\$ -	\$ -	\$ -	\$ -	#	#	#	#	#	#	#	#	\$	-

EMERGENCY HOUSING VOUCHERS

	Jan	Feb	Mar	April	May	une	JulyA	ugS	epO	ctNo	vDeo	2	YTD
Allocated Vouchers	15	5 15	15	15		15					5 15		180
Total Vouchers Leased	13	12	12	12	-	12	12	12 1	2 1	2 12	12		133
		-	-	-		-	-	-	-	-	-	-	
Total HAP Expenses	\$ 8,284	\$ 7,831	\$ 8,545	\$ 8,999	\$ -	\$ -	\$-	§- §	- \$	- \$-	\$ -	\$ -	\$ 33,659
Hap Expense	\$ 7,493	\$ 7,040	\$ 7,754	\$ 8,208									\$ 30,495
FSS Escrow, Parti cipants Account	\$ 791	\$ 791	\$ 791	\$ 791									\$ 3,164
								-			_		
YTD Openings	2	2 3	3										8
Vouchers Issued	1	0	1	0									2
Voucher Expired	0	0 0	0	0									0
Vouchers on Street	0	0 0	1	0									1

HOUSING QUALITY STANDARDS INSPECTIONS

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Initial Inspection	6	3	4	1									14
Annual Inspection	0	0	0	0									0
Tenant/Landlord Requested	1	0	0	0									1
No Show			0	0									0
Reinpsection(s)	0	0	0	0									0
				0									0
Other, Public Housing Authority Inspections	0	0	0	0									0
Toal Inspections	7	3	4	1	0	0	0	0	0	0	0	0	15

HQS Common Deficiencies: Inoperable GFCI outlets, missing/inoperable smoke detectors, cracked windows, cluttered/dirty units.

SPECIALITY PROGRAM - FAMILY SELF-SUFFICIENCY

	Jan		Feb			Mar		April	Ma	Jun	July	Au	Sej	p OctNovDec				YTD
Number of Participants	\$	11,277	\$	10,906	\$	11,378	\$	11,267									\$	33,561
Number Earning Escrow		59		59		61		65										244
FSS Escrow, Particiants Account																		0
							-			-		_	-	_	-	_	 	
FSS Famlies, Disbursement		0		2		3		2										7
FSS Disbursement Amount	\$	-	\$	928.00	\$	779.69	\$	5,773.68									\$	7,481
FSS Graduate, Families		4		0		1		0										5
FSS Graudate, Escrow	\$	18,503	\$	-	\$	7,490	\$	-									\$	25,993
										1		1	-	-	-		-	
FSS Forfeiture, Families		0		0		1		1									\$	2
FSS Forfeiture, Escrow	\$	-	\$	-	\$	284	\$	856									\$	1,141

LANDLORD INCENTIVE PROGRAM

		Jan	Feb			Mar		April	May	June	July	Aug	Sep	Oct		YTD			
Signing Bonus	\$	1,500	\$	4,000	\$	1,280	\$	3,250	#	#	#	#	#	#	#	#	#	\$	10,030
Housing Choice Voucher		1		2		2		3										\$	8
	\$	750	\$	1,500	\$	1,280	\$	2,250										\$	5,780
Mainstream		1		2		0		0											3
	\$	750	\$	1,500	\$	-	\$	-										\$	2,250
Emergency Housing Voucher		0		1		0		1											2
	\$	-	\$	1,000	\$	-	\$	1,000									#		
Security Deposit	\$	1,393	\$	3,240	\$	2,250	\$	1,560	#	#	#	#	#	#	#	#	#	\$	8,443
Housing Choice Voucher		1		2		2		1											6
	\$	693.00	\$	1,380.00	\$	2,250.00	\$	660.00										\$	4,983.00
М : , ,		1		1		0		0											
Mainstream	\$	700.00	\$	1,210.00	\$	0	\$	0										¢	1 010 00
	Ф	700.00	Э	1,210.00	\$	-	Э	-										\$	1,910.00
Emergency Housing Voucher		0		1		0		1											2
	\$	-	\$	650	\$	-	\$	900										\$	1,550
	Ŷ		Ŷ		Ŷ		Ŷ	,							1		<u> </u>	Ŧ	
Repair Grants	\$	-	\$	-	\$	-	\$	-	#	#	#	#	#	#	#	#	#	\$	2
Housing Choice Voucher		0		0		0		0											0
	\$	-	\$	-	\$	-	\$	-										\$	-
Mainstream		0		0		0		0						<u> </u>					0
	\$	-	\$	-	\$	-	\$	-										\$	-
							\$	-											

Damage Reimbursements	\$ 1,500	\$ 144	\$ -	\$ -	#	#	#	#	#	#	#	#	#	\$ 1,644
Housing Choice Voucher	1	1	0	0										2
	\$ 1,500	\$ 144	\$ -	\$ -										\$ 1,644
Mainstream	0	0	0	0										0
	\$ -	\$ -	\$ -	\$ -										\$ 144
Grand Total of Incentives	\$ 4,393	\$ 7,384	\$ 3,530	\$ 4,810	#	#	#	#	#	#	#	#		\$ 20,117

ECONOMY	\$ 129,782	\$ 115,829	\$ 119,943	\$ 120,243	#	#	#	#	#	#	#	#	#	\$ 485,797
2023 YEAR TO DATE	\$ 129,782	\$ 245,611	\$ 365,554	\$ 485,797										
Percentage Increase, 2023-vs- 2022	13.1%	5.5%	8.0%	8.4%										8.7%
2022 MONTHLY ASSITSTANCE	\$ 112,788	\$ 109,495	\$ 110,299	\$ 110,147	#	#	#	#	#	#	#	#		
YEAR TO DATE	\$ 112,788	\$ 222,283	\$ 332,582	\$ 442,729	#	#	#	#	#	#	#	#	#	