

DEPARTMENT: Public Works

By:

Phone: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION:

(Policy Item: Yes ___ No X)

Adopt resolution awarding the contract for appraisal services on six parcels associated with the Airport improvement project to Real Property Analysts of Fresno and authorize the Public Works Director to execute the contracts.

Consistent with County purchasing policy and Federal Aviation Administration requirements, informal proposals were sought from three firms. Our review appraiser, Tom Kirn of Merced County, assisted in the review of the proposals and qualifications. The Real Property Analysts was considered the most favorable to the County. Their proposal of \$ 10,500 was not the lowest price, however, their qualifications are more extensive and they have had more experience with relocation on FAA assisted projects. The cost is within the budgeted project amount in the C.I.P. Funding for the acquisition is 90% FAA, 4.5% State, and the remainder from the Airport budget

The parcels to be acquired include property within the west end runway protection zone, and portions of the areas north and south of the existing airport property as identified in the Airport Master Plan adopted June 1995. These areas are shown on ATTACHMENT 2.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved the Airport Master Plan in 1995. The Board considered proceeding with acquisition of two runway protection zone parcels on February 3, 1996 but deferred action on the acquisition until the FAA grant would be offered. The County submitted an updated pre-application for FAA funds in November, 1996. The FAA provided an offer December 24, 1996. Match funds for the projects were approved by the Board in November, 1996. The Board approved formal application for the grant and certification of the assurances on May 13, 1997, and approved the contract and grant assurances with the FAA on July 8, 1997.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action will delay completion of the airport improvements. Acquisition of one of the parcels is necessary before construction can be bid and awarded. Controlling interests on the properties within the runway protection zones must be acquired within five years of the FAA grant.

COSTS: () Not Applicable	
A. Budgeted current FY>	\$ 10,500 *
B. Total anticipated Costs>	\$ _____
C. Required additional funding>	\$ _____
D. Internal transfers>	\$ _____

COSTS: () 4/5th Vote Required	
A. Unanticipated revenues>	\$ _____
B. Reserve for contingencies>	\$ _____
C. Source description: >	_____

Balance in Reserve Contingencies, If Approved:
\$ _____

SPECIAL INSTRUCTIONS:

List the attachments and number the pages consecutively:

1. Exhibit A: Proposal Request & map (3 pages)
2. Exhibit B: Proposal (5 pages)
3. Appraisal Contract (4 pages)

4. _____

5. _____

* combination of federal, state & local airport funds.

CLERK'S USE ONLY

Res. No.: 97-431 Ord. No.: _____

Vote - Ayes: 4 Noes: _____

Absent: Pickard Abstained: _____

- Approved Denied
 Minute Order Attached No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office

Date: _____

ATTEST: _____

MARGIE WILLIAMS, Clerk of the Board

By: _____

Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

- Recommended
 Not Recommended
 For Policy Determination
 Submitted With Comment
 Returned for Further Action

Comment: _____

C.A.O. Initials: jm

EXHIBIT A
MARIPOSA-YOSEMITE AIRPORT ACQUISITION
Proposal Request

APPRAISAL REQUIREMENTS:

See enclosed excerpt from FAA Advisory Circular 150/5100-17 & example RE Appraisal Contract. Also enclosed is a Real Estate Appraiser Training and Experience Resume for your convenience.

PROPERTIES TO BE ACQUIRED

Portions of the following:

- APN 12-090-07 Finnell
- APN 12-090-06 Fields
- APN 12-090-05 Musick
- APN 12-090-02 Moore
- APN 12-040-19 Meyer et al
- APN 12-040-21 Meyer et al

The attached maps show locations of these parcels.

RUNWAY PROTECTION ZONE:

The County would like to acquire fee simple interests on the west end Runway Protection Zone properties. Except for the Moore property the appraiser would will likely need to consider the value of the entire property. The purchase of the RPZ property may create an uneconomic remnant for the property owners. The value of these remnants should be considered during the appraisal.

APN 12-090-07 Finnell. 1.28 acres with mobile home, well, septic, and outbuildings. The RPZ clips the home and includes some of the outbuildings. The portion of property within the RPZ is approximately 0.2 acres.

APN 12-090-06 Fields. 1.892 acres with old barn or garage. Structure is within the RPZ boundary. Owner indicates there is also an easement for a waterline which travels under the property near the barn from the other side of the Moore's property to the pond on the south side of Old Toll Road. The portion of the property within the RPZ is approximately 1.0 acre.

APN 12-090-05 Musick. 1.618 acres with adobe house and mobile home. This is a rental property. The owner recently relocated a tenant, and the house is occupied again, but may be interested in a trade to obtain another rental property. The RPZ boundary crosses the adobe house. A mobile (unoccupied) is on the property but outside the RPZ boundary. The property within the RPZ is approximately 0.8 acres.

APN 12-090-02 Moore. 6.875 acres total but only approximately 3 acres is within the RPZ to be acquired. Property owner has expressed interest in either an easement or leaseback of the property from the County as use of property would affect their viewscape and ambience of their residence. They are not interested in selling their home (which lies outside the RPZ) A well,

MARIPOSA-YOSEMITE AIRPORT ACQUISITION
Proposal Request

orchard, and trees are inside the RPZ. There is also a water line across this area, portions of which are visible. The value of the three acre parcel should be considered as both (1) a fee simple purchase, and (2) as an avigation easement to allow flight over the property, for removal of obstructions, and to allow access to restrict future obstructions

CONSTRUCTION & EASEMENT ROADS

APN 12-040-19 Meyer Easement of approximately 0.19 acres across a 762 acre parcel. The easement is required for an access road from the CYA Road to the Airport property. An appraisal was performed previously for the County, but is out of date.

APN 12-040-21 Meyer Entire parcel is 41 acres. The County would acquire only a portion of this for construction. Negotiation items may include cyclone fencing, an easement at the west and/or east end of the airport for movement of livestock, or other items such as minor construction (e.g. new livestock watering pond). There is an inconclusive easement for moving cattle across the airport property which may also be considered as a negotiation item to be extinguished in favor of other benefits to the property owner.

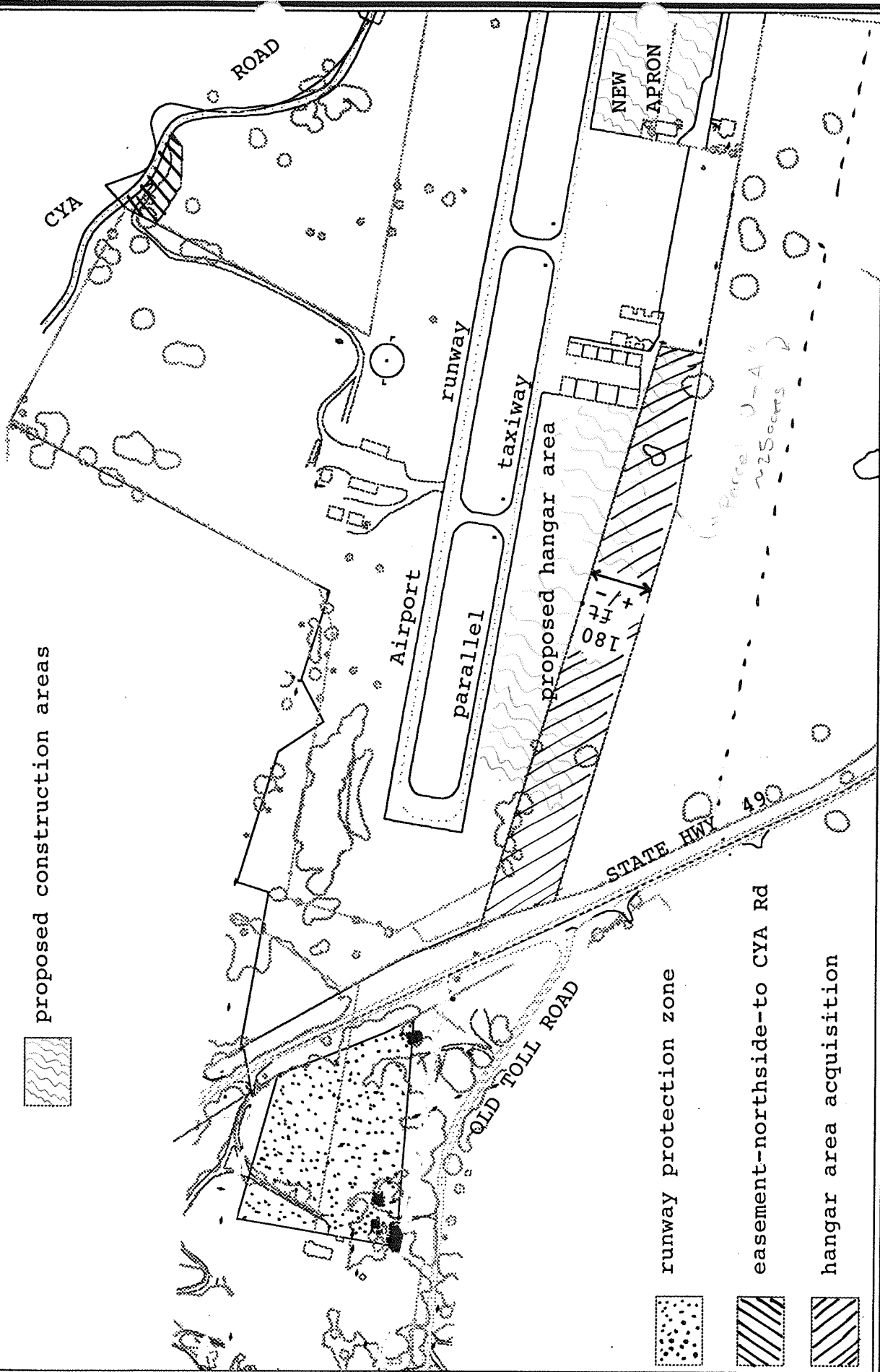
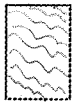
Depending on the cost and the property owner's interest in the alternatives, the County would like to acquire one of the following:

- (a) An area approximately 180 foot wide next to the existing property line on the southside to allow construction of an access road and hangar taxiways, as shown on the property map (approximately 7 acres). **OR**
- (b) all of Parcel U-A --includes 7 acres-- (approximately 25.7 acres)

NOTE:

Additional information including title reports and copies of deeds may be obtained from the Public Works Department. Several of the property corners are flagged and the County may provide a walk through of the project prior to proposal submittal if potential appraisers express interest.

proposed construction areas



runway protection zone



easement-northside-to CYA Rd



hangar area acquisition



MARIPOSA-YOSEMITE AIRPORT--PROPERTY ACQUISITION

NOVEMBER 1997

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Wakefield & Hopper *Affiliate*
1204 West Shaw, Suite 102, Fresno, California 93711
(209) 226-7202 FAX (209) 221-9487

October 22, 1997

Mr. Bruce A. Atkinson
Special Projects Coordinator
Right of Way Agent
County of Mariposa
4639 Ben Hur Road
Mariposa, California 95338

Re: Mariposa/Yosemite Airport Appraisals

Dear Mr. Atkinson:

I am in receipt of your October 9, 1997 letter and attached package requesting a proposal for the appraisal of six parcels adjacent to the Mariposa/Yosemite Airport. I am pleased to submit a proposal to you which is attached on your forms. I would further describe the appraisal to be a narrative report which will include all descriptive materials, economic analyses and supporting documentation. The appraisal would be written to the Uniform Standards of the Professional Appraisal Practice and to the Federal Aviation Administration requirements.

Thank you for considering our firm. We look forward to the possibility of completing this assignment for you.

Sincerely yours,


J. Kenneth Hopper, MAI
President, Real Property Analysts

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FAA Form 5100-114 (Real Estate Appraiser Training and Experience Resume)
(2 pages)

		Real Estate Appraiser Training and Experience Resume To Be Completed by Fee Appraiser		
U.S. Department of Transportation Federal Aviation Administration				
Name (Last, First, and Middle Initial) Hopper, J. Kenneth and Hopper, Lawrence D.		Telephone Numbers (Include Area Code) Home (209) 439-3445 Business (209) 226-7202		
Firm Represented Real Property Analysts, an affiliate of Wakefield & Hopper, Inc.		Business Address (Include Zip Code) 1204 West Shaw Avenue, Suite 102 Fresno, California 93711		
Appraisal Experience				
Total Number of Years	Percentage of Work Time in Past Year Devoted to Appraising	Give Percentage in Each Category		
35	100 %	Residential %	Commercial/Industrial 90 %	Farm / Ranch 10 %
Summarization of Employment - Five Year Minimum (If Self-Employed, List Major Clients)				
Date	Employer	Position Held		
1963 to Current	Real Property Analysts, an affiliate of Wakefield & Hopper, Inc.	President Since 1981		
Education (Include Specialized Appraisal Training Courses) See Qualifications Sheet				

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Professional Organizations in Which You Are Active, Including Professional Designations Held.

See Qualifications Sheet

Additional Qualifications (Include experience with aviation easements, partial acquisitions, landlocked remainders, etc.)

Fresno Air Terminal
Madera Airport

Billing for Additional Services
Attach Your Current Fee Schedule

Other services in addition to the appraisal assignment, i.e., appraisal conferences, requested appraisal revisions, pretrial conferences, expert witness testimony, etc. will require a separate billing. Such service will be invoiced at a rate of \$ 225.00 per hour.

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Date
10/22/97

Typed Name of Appraiser
J. Kenneth Hopper, MAI

Signature of Appraiser
J. Kenneth Hopper

QUALIFICATIONS OF J. KENNETH HOPPER MAI, SRPA

J. KENNETH HOPPER has been in the real estate and appraisal business in Fresno County since 1963. He is President of the firm of Wakefield & Hopper, Inc., and is a licensed real estate broker in the State of California.

PROFESSIONAL ORGANIZATIONS:

The Appraisal Institute

Designations

- MAI - Member, Appraisal Institute No. 4353 (November 1969)
- SRA - Senior Residential Appraiser

Activities

- Past President, 1979 Northern California Chapter
- Past Governing Councilor, 1981-83
- State of California Office of Real Estate Appraisers, Certified General Real Estate Appraiser (CA #AG001855)

Other Activities

- Member, Fresno Board of Realtors
- Member, Multiple Listing Service
- Member, Business Advisory Council - California State University, Fresno
- Past Member, Board of Directors - Central Title Company of Fresno County, Chairman 1982 and 1983
- Past Member, Board of Directors - Bank of Fresno and Fresno Bancorp., 1982 & 1983
- Past Member, Board of Directors - Financial Savings & Loan Assn., 1985-1990

EDUCATION:

- Bachelor of Arts Degree - Whittier College, Whittier, California, 1963
- The Appraisal Institute (formerly American Institute of Real Estate Appraisers)
 - Course I - Basic Principles, Methods and Techniques
 - Course II - Urban Properties
 - Course III - Rural Properties
 - Course IV - Condemnation Properties
 - Course VIII - Residential Properties
 - Capitalization Theory and Techniques - Part A
 - Standards of Professional Practice
 - Advanced Capitalization - Course 510
- University of California - Principles of Real Estate Appraisal, Rural Appraising

INSTRUCTOR:

- Real Estate Appraisal IA and VIII - Appraisal Institute (formerly American Institute of Real Estate Appraisers)
- Real Estate Appraisal I - Fresno City College, Fresno, California
- Real Estate Appraisal II - Fresno City College, Fresno, California

COURT EXPERIENCE:

Mr. Hopper has qualified as an expert witness in the United States Federal Court and the Superior Court of the State of California.

APPRAISAL EXPERIENCE:

Mr. Hopper has appraised, or assisted in appraising, on a fee basis, for the following partial list of clients:

- United States Department of Interior, National Park Service
- United States Department of Interior, Bureau of Reclamation
- United States Department of Agriculture, National Forest Service
- General Services Administration
- State of California Division of Highways
- Counties of Fresno, Madera and Kings
- Cities of Fresno, Madera, Atwater, Sanger, Selma, Tulare and Coalinga
- Fresno, Clovis, Madera, Mendota, Chowchilla Unified School Districts
- Fresno Metropolitan Flood Control District
- Numerous corporations, business firms, attorneys, insurance companies, lending institutions, subdividers and individuals

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QUALIFICATIONS OF LAWRENCE D. HOPPER, MAI, SRA

LAWRENCE D. HOPPER has been employed by Real Property Analysts-Wakefield & Hopper, Inc., an independent real estate appraisal firm, since 1977, and is a licensed real estate broker in the State of California.

CERTIFICATION: Mr. Hopper is registered with the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser, CA #AG001738.

PROFESSIONAL ORGANIZATIONS:

The Appraisal Institute (formerly AIREA and SREA)

Designations

- MAI - Member, Appraisal Institute No. 7493 (November 1986)
- SRPA - Senior Real Property Appraiser (1986)
- RM - Residential Member No. 1463 (November 1980)
- SRA - Senior Residential Appraiser (1980)

Activities

- President, Fresno Chapter Society of Real Estate Appraisers (SREA), 1982-83
- President, Central California Chapter of the Appraisal Institute, 1994
- Participant, SREA Young Advisory Council, 1987

EDUCATION:

California State University, Fresno

- BA - Bachelor of Arts, Biological Science, 1975
- MA - Master of Arts, Biological Science, 1977

Fresno City College

Classes in Real Estate Principles, Practice, Finance, Law and Economics

The Appraisal Institute (formerly AIREA and SREA)

- Course 1A: Basic Principles, Methods and Techniques
- Course 1B-1,2,3: Capitalization Theory and Techniques, Parts 1-3
- Course 2-1: Case Studies in Real Estate Valuation
- Course 2-2: Valuation Analysis and Report Writing
- Course 4: Litigation Valuation
- Course 8: Single-Family Residential Appraisal
- Course SPP: Standards of Professional Practice
- Course E3: Advanced Rural Case Studies (ASFMRA A-40)

APPRAISAL EXPERIENCE:

Commercial, Industrial, Multiple-Family, Agricultural Properties, Single-Family Residences, Residential Condominiums and Subdivisions

COURT EXPERIENCE:

Mr. Hopper has qualified as an expert witness in the Superior Courts of Fresno, Merced and Tulare Counties and in the Federal Bankruptcy Court.

PARTIAL LIST OF CLIENTS:

- | | |
|-------------------------------------|--|
| Bank of America | Federal Deposit Insurance Corporation |
| Wells Fargo Bank | Fresno Metropolitan Flood Control District |
| Union Bank | Texaco |
| Glendale Federal Bank | Community Hospitals of Central California |
| Great Western Bank | PPG Industries |
| ValliWide Bank | ARCO Petroleum Products Corporation |
| American Savings Bank | State Farm Insurance Company |
| Weyerhaeuser Mortgage Company | Fireman's Fund Insurance Company |
| Home Savings of America | Cities of Fresno, Clovis, and Bakersfield |
| Sumitomo Bank of California | Clovis, Hanford, Atwater and Madera |
| Federal National Mortgage Assn. | Unified School Districts |
| United States Forest Service | United States Department of the Navy |
| United States National Park Service | |

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FAA Form 5100-116 (Real Estate Appraisal Contract) (4 pages)



REAL ESTATE APPRAISAL CONTRACT

Contract No.

THIS CONTRACT, made and entered into this _____ day of _____ 19____ by and between (airport owner) _____ (hereinafter referred to as the airport) and the real estate appraiser (Individual, partnership, firm, corporation) residing at _____ in the city of _____ State of _____ (hereinafter referred to as the contractor). In the event the contractor is a partnership, firm or corporation, the services to be rendered under this contract will be performed by the following designated appraisers whose qualifications are approved and on record with the airport owner and are employees or associates of the contractor in the performance of this contract.

NAME	ADDRESS
<u>Real Property Analysts, an affiliate of Wakefield & Hopper, Inc.</u>	<u>1204 West Shaw Avenue, Suite 102</u> <u>Fresno, California 93711</u>
<u>J. Kenneth Hopper</u> <u>Lawrence D. Hopper</u>	_____

WITNESSETH

IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The contractor shall furnish to the airport a written professional opinion, adequately supported and documented, of the fair market value of certain parcels of real estate, or designated parts thereof, on all parcels listed below under paragraph 2, on FAA project number _____, in _____ and, as required by the airport, the contractor shall appear in court or before court appointed commissioners as an expert witness on behalf of the airport to testify with respect to the opinion of the fair market value of each parcel appraised.
2. (a) For and in consideration of services in furnishing said appraisals, the contractor shall be paid for each parcel the sum set forth as follows: as set forth in Exhibits A & B.

Parcel Number	Amount	Parcel Number	Amount
<u>12-090-07</u>	<u>\$ 1,200.00</u>	_____	<u>\$ _____</u>
<u>12-090-06</u>	<u>1,200.00</u>	_____	_____
<u>12-090-05</u>	<u>1,200.00</u>	_____	_____
<u>12-090-02</u>	<u>1,200.00</u>	_____	_____
<u>12-040-19</u>	<u>1,200.00</u>	_____	_____
<u>12-040-21</u>	<u>4,500.00</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		TOTAL	<u>\$ 10,500.00</u>

(b) For appearances in court or before court appointed commissioners, or for appearances at conferences prior to trial or for the purpose of the taking of depositions on behalf of the airport, the contractor shall be paid at the rate of _____ dollars (\$ 225.00 ~~(per hour)~~ or (per diem). Such rate of payment shall include all expenses incurred in rendering such services.

In the event the scope and character of the work as provided herein is materially changed due to substantially revised plans or additional work is required by the airport, the contractor agrees to furnish the required revisions or supplements and to perform the additional work requested by the airport in excess of that set forth in the contract, for the sum of \$ 225.00 per hour for the time required to prepare such revisions or to perform such additional work.

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- (c) Statements by the contractor for payment for the aforesaid services shall be itemized and submitted to the airport.
3. The contractor shall begin work not later than the _____ day of _____, 19____, and shall fully complete the appraisals and furnish to the airport _____ (____) copies of such appraisal within _____ (____) days after having been notified of the approval of this contract. It is fully understood and agreed that in the event the contractor shall fail to perform the work within the time herein provided, the airport may, at its sole option, consider the services of the said contractor terminated, and, upon written notice thereof by certified mail to the contractor of such termination, shall not be liable for payment for appraisals submitted after the date; provided, however, that upon application by the contractor, the airport in the event of extenuating circumstances, may, in its discretion, expressly grant in writing an extension of time to the contractor.
 4. An appraisal for each parcel contracted for in this agreement shall be submitted on either the forms provided or as a complete narrative type of appraisal provided it complies with current Federal Aviation Administration appraisal procedures as set forth in Order 5100.37, Land Acquisition and Relocation Assistance For Airport Projects, 49 CFR Part 24.
 5. Comparable sales data that is furnished to the contractor or is made available to it by the airport, if any, shall be personally checked and verified by the contractor as to accuracy and completeness.
 6. (a) The airport shall have the right to terminate this contract with regard to any or all services provided for herein in the event of changes in airport plans which obviate the necessity of any such appraisal which may be involved. Such termination shall be given by the airport to the contractor by written notice by certified mail to the last known address of the contractor. In such event, the airport will be liable to the contractor for only those services which have been rendered prior to the date of mailing of such notice.

(b) In the event of the termination of any or all of the work provided for under this contract, the contractor shall be paid a proportionate part of the fee provided for with regard to the particular parcels terminated in proportion to the work and services actually completed on the parcel or parcels involved as of the date of termination.

(c) Upon termination of this contract, or any part thereof, for any reason provided for herein, any and all work actually performed by the contractor shall become the property of the airport.
 7. This contract may be supplemented in the event the scope and character of the work as provided for herein is materially changed due to substantially revised plans or additional work as may be required by the airport. In such event, the supplemental contract covering only such revisions or changes as agreed upon by the contractor and the airport shall provide for equitable adjustments regarding the time of performance including such appropriate increase or decrease in the amount of compensation as was provided for in the basic contract.
 8. The contractor warrants that any company or person has not been employed or retained, other than a bona fide employee working solely for the contractor, to solicit or secure this agreement, and that payment or an agreement has not been made to pay any company, firm, or person, other than a bona fide employee working solely for the contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the airport shall have the right to annul this agreement without liability.
 9. Any dispute concerning a question of fact in connection with the work hereunder which is not otherwise disposed of by this agreement, shall be decided by the airport, subject only to an appropriate appeal to the court.
 10. The contractor agrees to indemnify and save harmless the airport, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the contractor in the performance of this contract.
 11. The parties hereto agree that the contractor, and any agents and employees of the contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the Airport.

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12. This agreement is not assignable by the contractor, either in whole or in part, and no portion of the work may be sublet or transferred to any other person or persons without prior written approval of the airport.
13. The contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work.
14. The contractor shall execute for each parcel a Certificate of Appraiser, that complies to FAA Form 5100-111, as from time to time may thereafter be revised.
15. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, nor any alteration or variation of the terms hereof, unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
16. All information contained in the appraisal, and all parts thereof, are to be treated as a privileged communication. The contractor shall take all necessary steps to ensure that there will not be any information divulged concerning the appraisal except to a duly authorized representative of the airport or a duly authorized representative of the Federal Aviation Administration, or as otherwise required by court order.
17. The contractor agrees that during the performance of this contract, equal employment opportunities shall be provided for all qualified persons and that there shall not be any discrimination against any employee or applicant because of race, color, sex, religion, or national origin. The contractor and associated subcontractors shall comply with the Civil Rights Act of 1964 and with Executive Order No. 11246, dated September 24, 1965, or with such other executive orders and statutes concerning nondiscrimination which may from time to time hereafter, be promulgated.
18. During the performance of this contract, for itself, its assignees and successors in interest, the contractor, agrees as follows:
- (a) **Compliance with Regulations:** The contractor will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, part 21, hereinafter referred to as the regulations which are herein incorporated by reference and made a part of this contract.
 - (b) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
 - (c) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
 - (d) **Information and Reports:** The contractor will provide all information and reports required by the regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the airport or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (e) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the airport shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the contractor under the contract until the contractor complies,

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(2) Cancellation, termination, or suspension of the contract, in whole or part.

(f) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the airport to enter into such litigation to protect the interests of the airport, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. It is agreed by and between the parties hereto that in the performance of the terms, conditions, and provisions of this contract by the contractor that time is of the essence.

20. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES**

(a) **Policy.** It is the policy of the Department of Transportation (DOT) that DBE business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

(b) **DBE Obligation.** The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove set forth.

APPROVING OFFICIALS

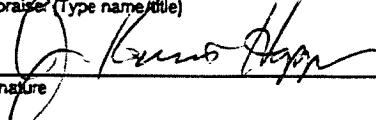
Date

Airport Representative (Type name/title)

Signature

October 22, 1997
Date

J. Kenneth Hopper, MAI, President
Appraiser (Type name/title)


Signature

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