

Item # 9-6

**City of Carson City
Agenda Report**

Date Submitted: 05/26/09

Agenda Date Requested: 06/4/09
Time Requested: consent

To: Board of Supervisors
From: Carson City Airport Authority

Subject Title: Action to approve and accept federal economic stimulus funds under the American Recovery and Reinvestment Act of 2009 in Federal Aviation Administration Airport Improvement (AIP) Grants in the approximate amount of \$9.6 million.

Staff Summary: The American Recovery and Reinvestment Act of 2009 was signed by the President on February 17, 2009, and among other provisions, includes funds for Airport Improvement Grants that are shovel ready and can be readily funded. The Act requires that at least 50% of the awarded funds be committed within 120 days of the effective date of the Act. The Act provides 100% funding for the selected projects instead of the 5% match typically required for AIP projects. The Carson City Airport Authority was included in the Carson City list of shovel-ready projects, and the FAA has identified \$9.6million in funding for the Carson City Airport. The Carson City Airport Authority has been informed that a determination of acceptance of the funding for these projects will need to be received by the FAA on very short notice. As a result, the Carson City Airport Authority is requesting your approval of these grant funds at this time. The FAA requires Carson City, as well as the Carson City Airport Authority, to approve and accept the grant offers.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: (I move that we) approve and accept federal economic stimulus funds under the American Recovery and Reinvestment Act of 2009 in Federal Aviation Administration Airport Improvement (AIP) Grants in the approximate amount of \$9.6 million, and authorize appropriate city personnel to communicate such approval to the FAA and execute such documents as may be necessary to receive the funds on behalf of the Airport Authority.

Explanation for Recommended Board Action:
This item follows the Airport Master Plan program which involves replacement of the primary runway at the Carson City Airport and a slight re-alignment to direct airplane traffic farther from nearby homes. Under the Master Plan, the City, using FAA and Airport Authority funds, acquired approximately 24 acres of land on the north east side of the Airport, and removed the hill which now allows for the re-alignment and reconstruction of the runway, and associated taxiways. The 100% funding from the federal economic stimulus funds under the American Recovery and Reinvestment Act of 2009 is being made available to airports construction

projects. The Act allows for Federal Aviation Administration Airport Improvement (AIP) Grants in the approximate amount of \$1.1 billion nationwide for shovel ready projects. Carson City had requested, for the Carson City Airport, the approximate amount of \$19 million to complete the construction of the replacement runway, taxiways, and reconstruction of apron areas. Replacement of this pavement is long overdue. The Board of Supervisors approved the approximate \$19 million request on March 5, 2009.

The Secretary of Transportation, via his designee agency the FAA, has indicated that Carson City will receive approximately \$9.6 million for the Airport project. With the Act approved on February 17, 2009, the deadline to have begun work and committed at least 50% of the funds is mid-June. This means that we will need to put the project out to bid, determine a winning bidder and get the project underway as soon as possible after receiving the Grant Offer. As such, we are requested that you approve and accept the funding in the approximate amount of \$9,600,000.00. A Grant Offer, similar to that attached, but for a larger amount and no matching fund requirement, needs to be accepted and returned to the FAA prior to us being able to draw down the funds and initiate work. Your action today will authorize the City representatives to timely execute the Grant Offer when received.

The Carson City Airport Authority did a similar approval at its publicly noticed meeting on May 21, 2009.

Applicable Statue, Code, Policy, Rule or Regulation: Statutes of Nevada, Chapter 844.

Fiscal Impact: No City impact. 100% funding. No matching funds required.

Explanation of Impact: Not Applicable.

Funding Source: Airport Authority and FAA.

Alternatives: Not Applicable

Supporting Material: FAA Grant Offer, ACIP

Prepared By: Steven E. Tackes, Esq., Airport Counsel

Reviewed By:

 (Department Head)

 (City Manager)

 (District Attorney)

 (Finance Director)

Date: _____
 Date: 5/26/09
 Date: 5-26-09
 Date: 5/26/09

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
 2) _____ _____

 (Vote Recorded By)



U.S. Department
of Transportation
Federal Aviation
Administration

San Francisco Airports District Office
831 Mitten Road, Room 210
Burlingame, California 94010-1303

September 15, 2008

FEDERAL EXPRESS

Ms. Yvon Weaver
Carson City Airport Authority
201 North Carson Street
Carson City, Nevada 89701

Dear Ms. Weaver:

Airport: **Carson City, NV; AIP Project No. 3-32-0004-16;**
Grant Offer

Enclosed are two (2) original sets of the approved Grant Offer for the above project.

Acceptance of the Grant Offer will obligate the Sponsor to accomplish the described development. The United States commits itself to participate in the allowable cost of the project not to exceed the amount shown on the Grant Offer. The offer must be accepted before or on September 19, 2008. Both sets of the Grant Offer must be signed, dated, certified and attested with stamp.

Basic considerations are that members of the Sponsor's governing body know the full content of the Grant Offer and that the method of acceptance conforms to local law.

The official of the sponsor authorized to accept the enclosed Grant Offer shall accept same by signing and date said offer. The Sponsor's attorney shall certify that the acceptance complies with all applicable laws and constitutes a legal and binding obligation of the sponsor by executing the "CERTIFICATE OF SPONSOR'S ATTORNEY". The date of said certificate shall be the same as, or later than the date of the execution.

When the document is fully executed, certified, attested and appropriate seals are impressed, please return one (1) executed set of the Grant Agreement to this office.

Sincerely,

A handwritten signature in cursive script that reads "Robin K. Hunt".

Robin K. Hunt

Manager, Airports District Office

Enclosures



GRANT AGREEMENT

U. S. Department of Transportation
Federal Aviation Administration

Date of Offer: September 15, 2008

Recipient: Carson City Airport Authority
(Herein called ["Sponsor"])

Project Number: 3-32-0004-16

Airport: Carson City

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, Ninety-five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Rehabilitate and realign Runway 9/27 (approximately 6,100 x 75') and Taxiway A (approximately 6,700' x 35'), construct Taxiway "D" (approximately 3,800' x 35') and install Automated Weather observation System (AWOS), Phase 1 - design"

as more particularly described in the Project Application dated July 31, 2008.

The maximum obligation of the United States payable under this Offer shall be \$332,500.00 for airport development.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Manager, San Francisco Airports District Office

SPECIAL CONDITIONS

The Sponsor agrees to comply with the Special Conditions as described in Attachment A.

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, in the Project Application, and in the May 2007 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on June 21, 2007.

Executed this ___ day of _____, 20__

Signature of Sponsor's Designated Official Representative

(Seal)

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of Nevada. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney

Executed this ___ day of _____, 20__

ATTACHMENT A
GRANT SPECIAL CONDITIONS

Project Number: 3-32-0004-16

Airport: Carson

1. The sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
2. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
3. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
4. **Buy American Requirement.** Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant.
5. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a) may not be increased for a planning project;
 - b) may be increased by not more than 15 percent for development projects;
 - c) may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
6. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of preliminary plans and specifications; and the parties agree that within 180 days from the date of acceptance of this Grant Offer, the Sponsor shall furnish final plans and specifications to the FAA, that no construction work will be commenced hereunder, and that no contract will be awarded for the accomplishment of such work until the said final plans and specifications have been approved by the FAA; and the parties do further agree that any reference made in this Grant Offer or in the aforesaid Application to plans and specifications shall be considered as having reference to said final plans and specifications as approved.
7. The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:

Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.

Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
8. Please note that this grant offer may be funded all or in part with funds from the Small Airport Fund.
9. **TRAFFICKING IN PERSONS:**
 - a. **Provisions applicable to a recipient that is a private entity.**
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).