

TO: JAMES L. APP, CITY MANAGER
FROM: DITAS ESPERANZA, CITY ENGINEER *DE*
SUBJECT: STATE GRANT AGREEMENT (S) - AIRPORT
RUNWAY LIGHTING SYSTEM REPLACEMENT
AIRPORT MASTERPLAN
DATE: DECEMBER 21, 1999

Needs: For the City Council to adopt attached Resolution accepting and agreeing to the terms and conditions of the State of California, Aid to Airports Program, Grant Agreement(s) for the funding of Airport Improvements Projects.

- Facts:**
1. The City submitted a grant pre-application to the FAA requesting federal funding for a list of capital improvement projects at the municipal airport.
 2. The City was successful in obtaining grant funding for two (2) of the requested Airport Improvement Projects
 3. The City has submitted associated request to the State of California, Department of Transportation, Aeronautics Program, for supplemental funding for the subject projects.
 4. The projects are: (1) Replacement of the High Intensity Runway Lighting System on the main runway (Runway 1-19), \$314,952.00; and (2) the update of the Airport Master Plan, \$100,000.00.
 5. The State has approved the requested funding and asks for execution of the attached grant agreement documents.

**Analysis
and
Conclusion:**

The lighting system was installed in 1969 with the extension of the main runway. It has served well, over the years, but is beginning to show signs of age and deterioration, as it continues to fail the required routine maintenance tests and the some of the regular operational requirements. It is anticipated that this replacement project would take place in conjunction with the planned refurbishment of the main runway, which is also tentatively calendared for the federal fiscal year 2000.

The Airport Master Plan is a planning tool required by the FAA to anticipate the needs of the airport in terms of aviation facilities and equipment over the prescribed planning period (20 years). This plan includes aircraft demand and usage of runways, taxiways, parking areas, and in-flight navigational and lighting equipment. The last adopted master plan for the airport is dated March, 1976. A number of attempts have been made to draft an update to the plan, but each has failed to achieve satisfactory completion and adoption by the City Council.

**Policy
Reference:** None

**Fiscal
Impact:**

The estimated cost of the lighting project is \$ 314,952. The FAA share is 90% (\$283,456). The estimated cost of the master plan project is \$ 100,000. The FAA share is 90% (\$90,000). The State Aviation Program will now fund 4.5% of each project, or a total of \$ 18,672.00. The remaining amount of \$ 22,842.00 would be funded from reserves in the Airport Enterprise Fund, and currently included in the approved Capital Improvement Program.

Options:

- A. Approve the attached Resolution, accepting the State of California, Aid to Airports Program - Grant Agreements # 3-06-0184-11 and 3-06-0184-12, together with all of the standard conditions and assurances included therein, and authorize the execution of said agreements as required.
- B. Deny the request for acceptance and refuse the State funding in the amount of \$18,672.00 for these airport improvement projects.
- C. Amend, modify, or reject the above options.

Attachments: (1)
1) Resolution

RESOLUTION NO. 99-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING THE GRANT FUNDING FROM
CALIFORNIA AID TO AIRPORTS PROGRAM - FEDERAL AIP MATCHING FUNDS
AIRPORT IMPROVEMENT PROJECT No. 3-06-0184-11,12
AIRPORT MASTER PLAN STUDY UPDATE
AIRPORT LIGHTING SYSTEM REHABILITATION**

WHEREAS, the City of El Paso de Robles continues to operate and develop the Paso Robles Municipal Airport for the service and benefit of the community; and

WHEREAS, said development and routine maintenance requires support and funding from a variety of revenue sources; and

WHEREAS, the City is the recipient of grant funding from the FAA under Airport Improvement Program for the purpose of conducting an Airport Master Plan Study Update; and The Rehabilitation of the Runway Lighting System, and;

WHEREAS, the City is the recipient of additional funding from the State of California, Aeronautics Program, to match and further augment the Federal funding program.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles does hereby accept and agree to the terms and conditions as specified in the California Aid to Airports Program Grant Agreement - Federal AIP Matching Funds for Improvement Project No. 3-06-0184-11, 12.

Section 2. That the City Council of the City of Paso Robles does hereby authorize the execution of the subject grant agreement documents as required.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 21st day of **December, 1999**, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Duane J. Picanco, Mayor

ATTEST:

Sharilyn M. Ryan, Deputy City Clerk

**CALIFORNIA AID TO AIRPORTS PROGRAM
GRANT AGREEMENT - FEDERAL AIP MATCHING FUNDS**

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 30th DAY OF NOVEMBER 1999, BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation, hereinafter referred to as "STATE," AND THE CITY OF PASO ROBLES, a political subdivision of the State of California, hereinafter referred to as "PUBLIC ENTITY."

SECTION I

1. WHEREAS, Section 21683.1 of the California Public Utilities Code authorizes the California Transportation Commission to allocate funds for a portion of the match for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants to certain airports upon the recommendations of the Department and pursuant to Department regulations set forth in Title 21, Chapter 2.5, Subchapter 4, Sections 4050, et seq., of the California Code of Regulations; and

2. WHEREAS, pursuant to the above authority, the California Transportation Commission allocated a maximum amount of \$14,172 from the Aeronautics Account in the State Transportation Fund by Resolution Number FDOA 99-5 dated June 8, 1999, the terms of which are made an express part of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

SECTION II

1. PUBLIC ENTITY shall perform or contract for all work necessary to complete the following described airport improvement(s) hereinafter referred to as "IMPROVEMENT":

Airport: Paso Robles Municipal

Federal AIP Grant No.: 3-06-0184-11

Detailed Project Description: Rehabilitate high intensity runway lights for Runway 1/19 (approx. 15,000LF) including miscellaneous electrical improvements.

Items in AIP Grant that are ineligible for State funding: None

Total Federal AIP Grant	\$283,457
Less Cost of ineligible items	\$ 0
Total amount of AIP Grant eligible for State matching	<u>\$283,457</u>
MAXIMUM STATE PARTICIPATION: (5% of eligible items in AIP Grant)	<u>\$ 14,172</u>

2. **PUBLIC ENTITY** shall comply with all special conditions set forth in the Funding Resolution issued by the California Transportation Commission.

3. **PUBLIC ENTITY** shall deposit all monies received from **STATE** for **IMPROVEMENT** in the Paso Robles Municipal Airport Account within the **PUBLIC ENTITY**'s Special Aviation Fund in accordance with Public Utilities Code Section 21684.

4. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to inspect the work being performed at any time during construction of **IMPROVEMENT**.

5. **PUBLIC ENTITY** agrees to retain all books, records, and accounts relating to this Grant Agreement for a minimum of three (3) years from the date of final payment to **PUBLIC ENTITY** after completion of **IMPROVEMENT**, and shall make these documents available for examination by **STATE** upon request.

6. **PUBLIC ENTITY** shall comply with all applicable **STATE** laws and regulations.

7. **PUBLIC ENTITY** shall indemnify and hold harmless the **CALIFORNIA TRANSPORTATION COMMISSION** and the **STATE** and all officials and employees thereof from all claims, suits or actions of every kind, brought for, or on account of, any damage or liability occurring by reason of, or resulting from: anything done or omitted to be done by **PUBLIC ENTITY** under this Grant Agreement; with respect to the construction, operation and maintenance of the **IMPROVEMENT** any act or omission by the **PUBLIC ENTITY**'s Contractor or agents during the process of constructing, operating or maintaining the **IMPROVEMENT**. **PUBLIC ENTITY**'s duty to indemnify and save harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code.

SECTION III

1. **STATE** shall disburse the **STATE**'s share of the project cost up to \$14,172, not to exceed five percent (5%) of payments received by the **PUBLIC ENTITY** from the FAA, in the manner described in paragraph 2 of this section. However, in no event shall the total **STATE** disbursement exceed the sum of \$14,172, unless authorized by supplemental allocation from the California Transportation Commission and an amendment to this Agreement.

2. Upon receipt of request for payment by **PUBLIC ENTITY**, **STATE** agrees to make payments by one of the following methods:

- (a) **PUBLIC ENTITY** may, no more often than monthly in arrears, submit certifications of the percentage of the work then completed, multiplied by 90 percent of the sum identified in paragraph 1 of this section along with a copy of invoice to the FAA; or
- (b) **PUBLIC ENTITY** may submit copies of Contractor's invoices for materials and services delivered as a lump-sum payment request after construction of **IMPROVEMENT** has been completed, along with a copy of the corresponding invoice sent to the FAA.

3. Regardless of the number of progress payments submitted, 10 percent of the **STATE**'s share indicated in paragraph 1 of this section shall be retained by **STATE** until final receipt of documentation acknowledging completion and acceptance of **IMPROVEMENT** by **PUBLIC ENTITY**.

4. PUBLIC ENTITY shall refund to STATE any portion of the STATE funding share not expended to complete IMPROVEMENT.

5. After the project has been completed and accepted by the FAA, STATE will pay the 10% balance of the withheld STATE funds to PUBLIC ENTITY.

PUBLIC ENTITY'S ACCEPTANCE

CITY OF PASO ROBLES
Public Entity

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Aeronautics Program

Accounting Service Center

By: _____
MARLIN BECKWITH, Program Manager
Aeronautics Program

I hereby certify upon my own personal knowledge that allocated funds are available for the period and purpose of the expenditure stated above.

Date: _____

Accounting Officer

Date: _____

9-6

**CALIFORNIA AID TO AIRPORTS PROGRAM
GRANT AGREEMENT - FEDERAL AIP MATCHING FUNDS**

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 30th DAY OF NOVEMBER 1999, BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation, hereinafter referred to as "STATE," AND THE CITY OF PASO ROBLES, a political subdivision of the State of California, hereinafter referred to as "PUBLIC ENTITY."

SECTION I

1. WHEREAS, Section 21683.1 of the California Public Utilities Code authorizes the California Transportation Commission to allocate funds for a portion of the match for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants to certain airports upon the recommendations of the Department and pursuant to Department regulations set forth in Title 21, Chapter 2.5, Subchapter 4, Sections 4050, et seq., of the California Code of Regulations; and

2. WHEREAS, pursuant to the above authority, the California Transportation Commission allocated a maximum amount of \$4,500 from the Aeronautics Account in the State Transportation Fund by Resolution Number FDOA 99-5 dated June 8, 1999, the terms of which are made an express part of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

SECTION II

1. PUBLIC ENTITY shall perform or contract for all work necessary to complete the following described airport improvement(s) hereinafter referred to as "IMPROVEMENT":

Airport: Paso Robles Municipal

Federal AIP Grant No.: 3-06-0184-12

Detailed Project Description: Airport Master Plan Study Update.

Items in AIP Grant that are ineligible for State funding: None

Total Federal AIP Grant	\$90,000
Less Cost of ineligible items	\$ 0
Total amount of AIP Grant eligible for State matching	<u>\$90,000</u>
MAXIMUM STATE PARTICIPATION: (5% of eligible items in AIP Grant)	<u>\$ 4,500</u>

2. **PUBLIC ENTITY** shall comply with all special conditions set forth in the Funding Resolution issued by the California Transportation Commission.

3. **PUBLIC ENTITY** shall deposit all monies received from **STATE** for **IMPROVEMENT** in the Paso Robles Municipal Airport Account within the **PUBLIC ENTITY's** Special Aviation Fund in accordance with Public Utilities Code Section 21684.

4. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to inspect the work being performed at any time during construction of **IMPROVEMENT**.

5. **PUBLIC ENTITY** agrees to retain all books, records, and accounts relating to this Grant Agreement for a minimum of three (3) years from the date of final payment to **PUBLIC ENTITY** after completion of **IMPROVEMENT**, and shall make these documents available for examination by **STATE** upon request.

6. **PUBLIC ENTITY** shall comply with all applicable **STATE** laws and regulations.

7. **PUBLIC ENTITY** shall indemnify and hold harmless the **CALIFORNIA TRANSPORTATION COMMISSION** and the **STATE** and all officials and employees thereof from all claims, suits or actions of every kind, brought for, or on account of, any damage or liability occurring by reason of, or resulting from: anything done or omitted to be done by **PUBLIC ENTITY** under this Grant Agreement; with respect to the construction, operation and maintenance of the **IMPROVEMENT** any act or omission by the **PUBLIC ENTITY's** Contractor or agents during the process of constructing, operating or maintaining the **IMPROVEMENT**. **PUBLIC ENTITY's** duty to indemnify and save harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code.

SECTION III

1. **STATE** shall disburse the **STATE's** share of the project cost up to \$4,500, not to exceed five percent (5%) of payments received by the **PUBLIC ENTITY** from the FAA, in the manner described in paragraph 2 of this section. However, in no event shall the total **STATE** disbursement exceed the sum of \$4,500, unless authorized by supplemental allocation from the California Transportation Commission and an amendment to this Agreement.

2. Upon receipt of request for payment by **PUBLIC ENTITY**, **STATE** agrees to make payments by one of the following methods:

(a) **PUBLIC ENTITY** may, no more often than monthly in arrears, submit certifications of the percentage of the work then completed, multiplied by 90 percent of the sum identified in paragraph 1 of this section along with a copy of invoice to the FAA; or

(b) **PUBLIC ENTITY** may submit copies of Contractor's invoices for materials and services delivered as a lump-sum payment request after construction of **IMPROVEMENT** has been completed, along with a copy of the corresponding invoice sent to the FAA.

3. Regardless of the number of progress payments submitted, 10 percent of the **STATE's** share indicated in paragraph 1 of this section shall be retained by **STATE** until final receipt of documentation acknowledging completion and acceptance of **IMPROVEMENT** by **PUBLIC ENTITY**.

EXHIBIT _____

ATTACHMENT TO RES/ORD# _____

PAGE 5 OF 6

4. PUBLIC ENTITY shall refund to STATE any portion of the STATE funding share not expended to complete IMPROVEMENT.

5. After the project has been completed and accepted by the FAA, STATE will pay the 10% balance of the withheld STATE funds to PUBLIC ENTITY.

PUBLIC ENTITY'S ACCEPTANCE

CITY OF PASO ROBLES

Public Entity

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Aeronautics Program

Accounting Service Center

By: _____
MARLIN BECKWITH, Program Manager
Aeronautics Program

I hereby certify upon my own personal knowledge that allocated funds are available for the period and purpose of the expenditure stated above.

Date: _____

Accounting Officer

Date: _____

EXHIBIT _____ ATTACHMENT TO RES/ORD# _____

99

