

THE ENGLAND AUTHORITY
BOARD OF COMMISSIONERS

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Jon Grafton, Executive Director

SPECIAL CALLED MEETING
September 17, 2013
England Authority Board Room
AGENDA

- A. Call to Order
- B. Invocation
- C. Pledge of Allegiance
- D. Roll Call

E. Active Items

1. Motion authorizing Executive Director to execute Federal Aviation Administration grant offers accepting said grants to Rehabilitate Apron-North Apron, Rehabilitate Apron-Southwest Ramp Phase II and Improve Runway Safety-Obstacle Removal Runway 14 and authorizing counsel to certify the acceptance of said grants.

ADDITIONS TO AGENDA
(By unanimous vote)

- F. Public Comments or Questions
- G. Adjourn

ENGLAND AUTHORITY

DATE: **September 17, 2013**

TITLE: Motion authorizing Executive Director to execute Federal Aviation Administration grant offers accepting said grants to Rehabilitate Apron-North Apron, Rehabilitate Apron-Southwest Ramp Phase II and improve Runway Safety-Obstacle Removal Runway 14 and authorizing counsel to certify the acceptance of said grants.

EXPLANATION OF PROPOSAL:

Grant No. 1

Grant Agreement Number 3-22-0003-058-313 in the amount of \$830,565.00 to Improve Runway Safety Area – Obstacle Removal for Runway 14 and to Rehabilitate the Southwest Ramp Phase II. \$150,000 will be to reimburse the EEIDD for the removal of trees off the approach end of Runway 14. \$680,565 will be to complete the Rehabilitation of the Southwest Ramp.

Grant No. 2

Grant Agreement Number 3-22-0003-059-2013 in the amount of \$214,083.00 to Rehabilitate North Apron. This grant is for Engineering only.

FINANCIAL INFORMATION

_____ See Attached

_____ N/A

BUDGET ACCOUNT:

Title: Federal Grants – 058-2013 & 059-2013

Number:

Balance of Account: \$ 0.00

Amount of Revenue: 1,044,648.00

Amount Remaining: \$ 1,044,648.00

SUBMITTED BY:

Operations _____

Economic Development _____

Accounting _____

Executive Director _____

Commissioner _____

Committee Capital Projects _____



U.S. Department
of Transportation
Federal Aviation
Administration

FAA
ORIGINAL

GRANT AGREEMENT
PART I – OFFER

September 13, 2013

Date of Offer

Alexandria International

(herein called the "Airport")

3-22-0003-058-2013

Grant No

794423335

DUNS No

TO: England Economic & Industrial Development District
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 15, 2013, for a grant of Federal funds for a project at or associated with the Alexandria International Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (or Planning Area) (herein called the "Project") consisting of the following:

**Improve Runway Safety Area - Obstacle Removal RW14,
Rehabilitate Apron - Southwest Ramp Phase II**

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, ninety (90) per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. The maximum obligation of the United States payable under this Offer shall be **\$830,565.00**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$830,565.00 for airport development or noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 18, 2013**, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:



U.S. Department
of Transportation
Federal Aviation
Administration

FAA
ORIGINAL

GRANT AGREEMENT
PART I – OFFER

September 13, 2013

Date of Offer

Alexandria International

(herein called the "Airport")

3-22-0003-059-2013

Grant No

794423335

DUNS No

TO: England Economic & Industrial Development District
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 10, 2013, for a grant of Federal funds for a project at or associated with the Alexandria International Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (or Planning Area) (herein called the "Project") consisting of the following:

Rehabilitate Apron - North Apron

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, ninety (90) per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. The maximum obligation of the United States payable under this Offer shall be **\$214,083.00**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$214,083.00 for airport development or noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
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