

City of Fayetteville Staff Review Form

2021-1034

Legistar File ID

1/4/2022

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Summer Fallen

12/15/2021

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to apply for and accept an Arkansas Department of Aeronautics (ADA) grant application in the amount of \$144,685.00, and to process a budget adjustment to accept the funds upon grant award from the ADA. This ADA grant will reimburse the City's 10% share of the 90-10 Federal Aviation Administration (FAA) grant used to fund design and construction of the FYV Improve Terminal Building (Energy Efficiency Improvements) project at Fayetteville – Drake Field.

Budget Impact:

5550.760.3960-4302.00	Airport																														
Account Number	Fund																														
32002.2020	Terminal Improvement Project																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 10%;"><u>No</u></td> </tr> <tr> <td>Does item have a cost?</td> <td><u>No</u></td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>Yes</u></td> </tr> </table>	Budgeted Item?	<u>No</u>	Does item have a cost?	<u>No</u>	Budget Adjustment Attached?	<u>Yes</u>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Current Budget</td> <td style="width: 10%;">\$</td> <td style="width: 10%; text-align: right;">-</td> <td style="width: 50%;"></td> </tr> <tr> <td>Funds Obligated</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Item Cost</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Budget Adjustment</td> <td>\$</td> <td style="text-align: right;">144,685.00</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black; text-align: right; color: orange;">144,685.00</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	Current Budget	\$	-		Funds Obligated	\$	-		Current Balance	\$	-		Item Cost	\$	-		Budget Adjustment	\$	144,685.00		Remaining Budget	\$	144,685.00	
Budgeted Item?	<u>No</u>																														
Does item have a cost?	<u>No</u>																														
Budget Adjustment Attached?	<u>Yes</u>																														
Current Budget	\$	-																													
Funds Obligated	\$	-																													
Current Balance	\$	-																													
Item Cost	\$	-																													
Budget Adjustment	\$	144,685.00																													
Remaining Budget	\$	144,685.00																													

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # 223-20

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

On November 22, 2019, Fayetteville – Drake Field was selected by the FAA to receive supplemental appropriation in the amount of \$1,125,000 for the proposed HVAC Replacement project. This funding was outside of the typical FAA funding allowances, and Fayetteville – Drake Field was one of only 133 Airports in the US to receive the grant. This project was approved at the September 2020 City Council meeting. Construction is now complete, and the Airport Division can receive reimbursement for the City’s 10% share of the FAA eligible project cost.

BUDGET/STAFF IMPACT:

FYV Improve Terminal Building (Energy Efficiency Improvements) – Final Project Financials

Administration and Other Costs:	\$2,750.00	
Design and Bidding Services: (Garver Task Order 13)	\$109,800.00	✶\$
Construction Phase Services : (Garver Task Order 14)	\$55,000.00	ADA: \$
Construction (C.R. Crawford)	\$1,288,217.00	<u>City: \$8,909.00</u>
TOTAL:	\$1,455,767.00	TOTAL: \$1,455,767.00

Attachments:

- Staff Review Form
- City Council Memo
- ADA Grant Application
- Resolution 223-20



December 15, 2021

Jerry Chism
Arkansas Department of Aeronautics
2315 Crisp Drive
Hangar 8
Little Rock, AR 72202

Re: Fayetteville – Drake Field Airport (FYV)
Improve Terminal Building – Energy Efficiency Improvements
Application for Airport Aid

Dear Mr. Chism:

The City of Fayetteville appreciates the continued partnership of the Arkansas Department of Aeronautics in improving Fayetteville- Drake Field. In continuation of this partnership, we are pleased to submit to you this enclosed application for state airport aid.

Within the past year, Fayetteville – Drake Field has utilized an FAA AIP grant to complete energy efficiency improvements to the terminal building. The terminal building was constructed in 1978 and many of the original building systems are aging and outdated. This project completely replaced the terminal HVAC with a new system designed to meet the latest local and state adopted building codes and energy guidelines. Exterior window glazing was also replaced to further improve energy efficiency of the terminal building. These improvements will result in reduced energy consumption and costs and align with the City's commitment to environmental stewardship.



We respectfully request consideration of this matching grant for the amount of \$144,685.00 (10% match of the FAA grant amount) on the upcoming agenda. We greatly appreciate your consideration of this grant.

Please call me or Adam White with Garver if you have any questions or comments.

Sincerely,

The Honorable Lioneld Jordan
Mayor
City of Fayetteville

Attachments: State Airport Aid Application
Final Project Budget
Final Form SF-271
Executed Grant Agreement

Cc: Adam White, Garver

State Airport Aid Application – Page 1

The City/County of Fayetteville, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Fayetteville Arkansas, Washington county.

Date of Request: December 15, 2021

Name of Airport: Fayetteville – Drake Field (FYV)

Name and address of City/County Commission sponsoring request:

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Person to Contact about project:

Summer Fallen
Airport Director
Fayetteville – Drake Field

Phone Number: 479-575-8330

Fax Number: 479-585-8257

Phone Number: 479-718-7642

Cell Number: _____

Fax Number: 479-718-7646

Name and address of Engineering Firm (if applicable):

Garver
2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703

Contact Person: Adam White

Phone/Fax Number: 479-527-9100

Describe the work to be accomplished: This project included energy efficiency improvements to the FYV Terminal building identified in a 2018 Energy Assessment and Engineering Report. Improvements included complete replacement of the full HVAC system including a new chiller, air handlers, duct work and piping, variable speed heating pump, digital control system and exhaust fans. Exterior window glazing was replaced along with a portion of storefront at the east building wall. Additional miscellaneous interior improvements were completed including new ceiling tiles throughout the terminal atrium and extending partition walls to enclose the administration offices.

State and Local Project Costs:

Please indicate:

- 50-50% Match
- 80-20% Match
- 90-10% Match
- 100%

Federal AIP Projects:

AIP Number: 3-05-0020-048-2020

- 95-5% Match
- 90-10% Match

Total Cost of Project _____
Local Share/Funds _____
Local Share/In-Kind _____
State Share _____

Total Cost of Project: \$1,455,767.00
Federal Share: \$1,302,173.00
State Share: \$144,685.00
Local Share: \$8,909.00

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: FAA (90%) ADA (10%) City (Remainder)

Source of In-Kind Services: N/A

Estimated starting date of project: August 2020 Estimated completion date of project:
September 2021 Project will be for: New Airport

Existing Airport

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): 3-05-0020-048-2020

State Legislators for your area:

State Senator: Greg Leding

State Representative: Denise Garner

State Airport Aid Application – Page 3

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). *Payment of grant funds are contingent upon the Department's annual appropriation.*

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this _____ day of _____, 2022 .

The Honorable Lioneld Jordan

Name of Sponsor

Authorized Signature

Mayor

Title

**FAYETTEVILLE - DRAKE FIELD AIRPORT
IMPROVE TERMINAL BUILDING - ENERGY EFFICIENCY IMPROVEMENTS
FINAL PROJECT BUDGET**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	ALL DIVISIONS	Improve Terminal Building	LS	1	\$1,153,182.00	\$1,153,182.00
2	010700 / 010720	Bonds	LS	1	\$9,603.00	\$9,603.00
3	SP-C-01	Insurance	LS	1	\$8,908.00	\$8,908.00
4	230800	HVAC Commissioning	LS	1	\$25,270.00	\$25,270.00
5	N/A	Ceiling Grid Repairs	SF	9,000	\$3.89	\$35,010.00
6	N/A	Wall Patching, Repairs, and Painting	SF	335	\$116.00	\$38,860.00
7	CO1.01	South Mechanical Domestic Water Conflict	LS	1	\$1,230.00	\$1,230.00
8	CO1.02	Damper Cover at Rock Wall Penetrations	LS	1	\$710.00	\$710.00
9	CO1.03	Ceiling Adjustments for Meeting Room Steel Clearance	LS	1	\$5,485.00	\$5,485.00
10	CO1.04	Additional Duct Installation - Administration Area	LS	1	\$2,800.00	\$2,800.00
11	CO1.05	Fire Dampers at Discovered Fire Wall	LS	1	\$1,584.00	\$1,584.00
12	CO1.06	Heat Trace at Chiller	LS	1	\$4,466.00	\$4,466.00
13	CO1.07	Mini Split Power and Lighting Rework	LS	1	\$2,865.00	\$2,865.00
14	CO2.01	Boiler Rebate Credit	LS	1	(\$1,756.00)	(\$1,756.00)

TOTAL CONSTRUCTION COST (BASE BID; NO DEUDCTIVE ALTERNATES TAKEN) \$1,288,217.00

ADMINISTRATION EXPENSES \$2,750.00

GARVER TASK ORDER (DESIGN) \$109,800.00

GARVER TASK ORDER (CONSTRUCTION) \$55,000.00

TOTAL PROJECT COST \$1,455,767.00

NON-AIP ELIGIBLE ITEMS			UNIT	EST. QTY	UNIT PRICE	AMOUNT
3	SP-C-01	Insurance	LS	1	\$8,908.00	\$8,908.00

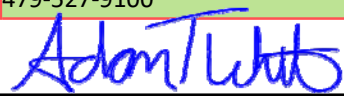
TOTAL PROJECT COST (AIP ELIGIBLE) \$1,446,859.00

PROJECT FUNDING		
FEDERAL AVIATION ADMINITRATION (90%)		\$1,302,173.00
ARKANSAS DEPARTMENT OF AERONAUTICS (10%)		\$144,685.00
CITY OF FAYETTEVILLE (REMAINDER)		\$8,909.00
TOTAL FUNDING		\$1,455,767.00



OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

Approved Modified SF-271

1. Type of Request		Final		2. Basis of Request		Cash	
3. Federal Agency and Organizational Element to Which Report is Submitted				4. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)			
FAA/ACE-610				3-05-0020-048-2020			
5. PARTIAL PAYMENT REQUEST		6. EIN		7. FINANCIAL AIN		8. PERIOD OF THIS REQUEST	
Final		71-6018462				From: 1/30/2020 To: 11/12/2021	
9. Recipient Organization (Name and complete address including Zip code)							
Name: City of Fayetteville		Street1: 4500 S School Avenue, Suite F			City/State: Fayetteville, AR		
Street2:					County: Washington		
Zip Code: 72701-8016		Province: N/A			Country: US:United States		
10. PAYEE (Where check is to be sent if different than item 9)							
Name:		Street1:			City/State:		
Street2:					County:		
Zip Code:		Province: N/A			Country: US:United States		
11. STATUS OF FUNDS (Calculated Based On Time Period In Box 8)							
Classification (Cumulative Costs)	PROGRAMS [a]		FUNCTIONS [b]		ACTIVITIES [c]		TOTAL
	Previous Payments		Current Payments		Later Payments		
ADMINISTRATIVE EXPENSE	\$	2,750.00	\$	-	\$	-	\$ 2,750.00
PRELIMINARY EXPENSE	\$	-	\$	-	\$	-	\$ -
LAND, STRUCTURES, RIGHT-OF-WAY	\$	-	\$	-	\$	-	\$ -
ARCHITECTURAL ENGINEERING BASIC FEE	\$	109,800.00	\$	-	\$	-	\$ 109,800.00
OTHER ARCHITECTURAL ENGINEERING FE	\$	-	\$	-	\$	-	\$ -
PROJECT INSPECTION FEES	\$	55,000.00	\$	-	\$	-	\$ 55,000.00
LAND DEVELOPMENT	\$	-	\$	-	\$	-	\$ -
RELOCATION EXPENSES	\$	-	\$	-	\$	-	\$ -
RELOCATION PAYMENTS TO IND. & BUS.	\$	-	\$	-	\$	-	\$ -
DEMOLITION AND REMOVAL	\$	-	\$	-	\$	-	\$ -
CONSTRUCTION AND PROJECT IMPROVEM	\$	1,288,217.00	\$	-	\$	-	\$ 1,288,217.00
EQUIPMENT	\$	-	\$	-	\$	-	\$ -
MISCELLANEOUS	\$	-	\$	-	\$	-	\$ -
n. Total to date (sum a thru m)	\$	1,455,767.00	\$	-	\$	-	\$ 1,455,767.00
o. Deductions for program income	\$	8,908.00	\$	-	\$	-	\$ 8,908.00
p. Net to date (line n minus line o)	\$	1,446,859.00	\$	-	\$	-	\$ 1,446,859.00
q. Federal share to date	\$	1,302,173.10	\$	-	\$	-	\$ 1,302,173.10
r. Rehab. grants (100% reimb.)	\$	-	\$	-	\$	-	\$ -
s. Total Federal share (sum q and r)	\$	1,302,173.10	\$	-	\$	-	\$ 1,302,173.00
t. Federal payments prev. requested			\$	1,302,173.00			
u. Amount requested for reimb.			\$	-			
v. project's physical completion%	100.00%		0.00%				100.00%
12. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, section 1001)							
a. RECIPIENT							
Name: The Honorable Lioneld Jordan				Title: Mayor			
Phone: 479-575-8830				Email Address:			
Signature:						Date Signed:	
b. REPRESENTATIVE CERTIFYING TOLINE 11V							
Name: Adam White, P.E.				Title: Project Manager			
Phone: 479-527-9100				Email Address: ATWhite@GarverUSA.com			
Signature: 						Date Signed: 12/15/2021	
Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.							
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.							



U.S. Department
of Transportation
Federal Aviation
Administration

Arkansas/Oklahoma
Airports District Office

FAA ASW-630
10101 Hillwood Parkway
Fort Worth, TX 76177

August 19, 2020

Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mayor Jordan:

Please find the following electronic Airport Improvement Program (AIP) Grant Offer, **No. 3-05-0020-048-2020 at Drake Field in Fayetteville, Arkansas**. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual electronically signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than September 11, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the **executed grant** will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for the following:

- Delphi eInvoicing – Attach (upload) an invoice summary with each electronic grant payment request. Guidance and examples can be found in the *AIP Grant Payment and Sponsor Financial Reporting Policy* at:
http://www.faa.gov/airports/aip/grant_payments/media/AIP-Grant-Payment-Sponsor-Financial-Reporting-Policy.pdf
- Submitting FAA Form 5370-1, Construction Progress and Inspection Report, due within 10 days of the end of each quarter until construction is complete.

- Submitting a signed and dated SF-271, Outlay Report and Request for Reimbursement for Construction Programs, due 90 days after the end of each federal fiscal year in which this grant is open.
- A signed and dated SF 425, Federal Financial Report, due 90 days after the end of each federal fiscal year in which this grant is open.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project is complete and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

Femi Adeoye, P.E, 817-222-5986, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles

[Glenn Boles \(Aug 19, 2020 11:35 CDT\)](#)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date August 19, 2020

Airport/Planning Area **Drake Field Airport (FYV)**

Grant Number **3-05-0020-048-2020**

Unique Entity Identifier 134398903

TO: **City of Fayetteville**
(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 31, 2020**, for a grant of Federal funds for a project at or associated with the **Drake Field Airport**, which, by reference, is part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Drake Field Airport** (herein called the "Project") consisting of the following:

Improve/Rehabilitate Terminal Building (HVAC)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,305,778.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 1,305,778 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. 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.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will 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 11, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must 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 for 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. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must 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 require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** 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 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the FAA, the Sponsor 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 which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b), 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 if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
18. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment**. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving**.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
21. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.
22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 01/25/2011, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
23. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals —
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
24. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

25. **Small Airport Fund.** This grant includes funding from the Small Airport Fund.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Glenn Boles

Glenn Boles (Aug 19, 2020 11:35 CDT)

(Signature)

Glenn A. Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated September 16,2020

City of Fayetteville

(Name of Sponsor)

Lioneld Jordan

Lioneld Jordan (Sep 16, 2020 08:57 CDT)

(Signature of Sponsor's Authorized Official)

By: Lioneld Jordan

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Kit Williams, 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 the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and 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 the Act. 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.

Dated at September 16, 2020

By: *Kit Williams*
Kit Williams (Sep 16, 2020 12:57 CDT)

(Signature of Sponsor's Attorney)



113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 233-20

File Number: 2020-0729

BID NO. 20-61 FEDERAL AVIATION ADMINISTRATION (FAA) GRANT FUNDS:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A GRANT AGREEMENT ACCEPTING A 90/10 MATCHING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION IN THE AMOUNT OF \$1,305,778.00 FOR THE AIRPORT TERMINAL IMPROVEMENTS PROJECT, TO AWARD BID NO. 20-61 AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH C.R. CRAWFORD CONSTRUCTION, LLC IN THE AMOUNT OF \$1,289,873.00 FOR CONSTRUCTION OF THE TERMINAL IMPROVEMENTS, TO AUTHORIZE THE MAYOR TO EXECUTE TASK ORDER NO. 14 WITH GARVER, LLC IN THE AMOUNT OF \$55,000.00 FOR CONSTRUCTION PHASE SERVICES, AND TO APPROVE A BUDGET ADJUSTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute a grant agreement accepting a 90/10 matching grant from the Federal Aviation Administration in the amount of \$1,305,778.00 for the Airport Terminal Improvements Project.

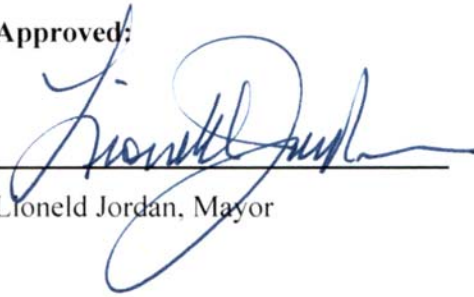
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 20-61 and authorizes Mayor Jordan to sign a contract with C.R. Crawford Construction, LLC in the amount of \$1,289,973.00 for construction of the terminal improvements.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute Task Order No. 14 with Garver, LLC in the amount of \$55,000.00 for construction phase services associated with the Terminal Improvements Project.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on 9/15/2020

Approved:



Lioneld Jordan, Mayor

Attest:



Kara Paxton, City Clerk Treasurer

