DEPARTMENT: Public Works

RECOMMENDED ACTION AND JUSTIFICATION:

Authorize the Public Works Director and County Counsel to execute the Federal Aviation Administration Grant Offer and related documents for an Update of the Mariposa-Yosemite Airport Master Plan, including Airport Layout Plan, land use plan and environmental document update, for a maximum of $150,000 of FAA funds.

Approve Budget Action establishing Special Revenue Fund # 407 for the Update of the Mariposa-Yosemite Airport Master Plan.

Since the adoption of the Airport Master Plan, there have been several projects and changes at the airport. Though the runway is now modernized, uses of the peripheral areas of the airport are still evolving. During one of the property acquisitions there was discussion of preparing a more detailed plan for the airport property and functions, outside of the runway area. The Layout plan, property plan, and Capital Improvement Plan all require update. The Airport Advisory committee recommended pursuit of funding for this work, per the existing Capital Improvement Plan
The Update will require a County match to a maximum of $7,900.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved a Master Plan for the Airport in June 1995. Since then the Board has approved improvement projects at the airport including runway widening, improved safety areas, new runway and taxiway lighting, apron, access roads, fencing, oil recycling, wash rack, helicopter parking, taxiways for hangars, and a fire suppression system.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the funding, the grant offer will be returned to the FAA. Without an up to date Layout Plan, Property Map, and Capital Improvement Plan, the FAA cannot fund new projects.

Financial Impact? (x) Yes ( ) No Current FY Cost: $7,900
Budgeted In Current FY? (x) Yes ( ) No ( ) Partially Funded
Amount in Budget: $________________________
Additional Funding Needed: $________________________
Source: ________________________________
Internal Transfer ________________________________
Unanticipated Revenue ________________________________ 4/5’s vote
Transfer Between Funds ________________________________ 4/5’s vote
Contingency ________________________________ X 4/5’s vote
General ( ) Other ( )

Annual Recurring Cost: $________________________
List Attachments, number pages consecutively
FAA Grant Offer & Assurances
Airport Capital Improvement Program, 2004
Budget Action Form
FAA = $150,000 95%
County = $7,900 5%
Total = $157,900 100%

CLERK’S USE ONLY:
Res. No.: 06-426
Vote - Ayes: 4
Absent: _____ Exused: _____
County of Mariposa, State of California

The foregoing order attached ( ) No Action Necessary

By: ________________________________ Deputy

COUNTY ADMINISTRATIVE OFFICER:
Requested Action Recommended
No Opinion
Comments: ________________________________

Attest: MARGIE WILLIAMS, Clerk of the Board

Revised Dec. 2002
October 29, 2003

Mr. Andrew M. Richards
Federal Aviation Administration
831 Mitten Road, Room 210
Burlingame, CA 94010

Dear Mr. Richards:

As requested, enclosed please find FAA Form 5100-30 in order to update the ACIP. Also included are sketches indicating location, scope of work, and a brief description and justification of the proposed projects.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

[Signature]

James J. Petropulos
Public Works Director

Enclosures as noted
# Airport Capital Improvement Plan

**Airport:** Mariposa/Yosemite  
**NPIAS No.:** 06-0147  
**State:** California  
**NPIAS No.:** 06-0147  
**LOCID:** 068

<table>
<thead>
<tr>
<th>Project Description (by Funding Year in Priority Order)</th>
<th>Federal Funds</th>
<th>State Funds</th>
<th>PFC</th>
<th>Other</th>
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<th>Completion Date</th>
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<td>April '06</td>
<td>Dec '06</td>
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</table>
August 15, 2005

CERTIFIED MAIL

Ms. Dana Hertfelder
Public Works Director
Mariposa County
4639 Ben Hur Road
Mariposa, California 95338

Dear Ms. Hertfelder:

Airport: Mariposa-Yosemite, CA; AIP Project No. 3-06-0147-06; Contract No. DTFA08-05-C-31643; Grant Offer

Enclosed are four (4) 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 Page 2 of the Grant Offer. The offer must be accepted on or before August 26, 2005, as specified in Condition 6, Page 2 of the Grant Offer. All four (4) 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 said offer and inserting the date in the space provided under Part II - Acceptance. 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 three (3) sets of the four (4) original sets of the executed Grant Agreement to this office.

Sincerely,

[Signature]
Andrew H. Richards
Manager, Airports District Office

Enclosures

ATTACHMENT #2
NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, 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, 95.00 percent of the allowable project costs.

The 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 $150,000.00. For the purposes of any future grant amendments that may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

   - $150,000.00 for planning
   - $0.00 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 August 26, 2005, 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 disbursed 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 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.
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
WESTERN-PACIFIC REGION

[Signature]
Raymond K. Chiang
Acting Manager, Airports District Office

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.

Executed this 26th day of August, 2005.

[Seal]

Mariposa County, California
(NAME OF SPONSOR)

By ________________
(SPONSOR'S DESIGNATED OFFICIAL REPRESENTATIVE)

Title Public Works Director

Attest: ______________________

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 the State of ________________. 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 ______________________ this _____ day of ____________, 2005.

_____________________________
SIGNATURE OF SPONSOR'S ATTORNEY
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.¹ ²  
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹  
i. Clean Air Act, P.L. 90-148, as amended.  
j. Coastal Zone Management Act, P.L. 93-205, as amended.  
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹  
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))  
r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹  
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹  

Executive Orders  
Executive Order 11246 - Equal Employment Opportunity¹  
Executive Order 11990 - Protection of Wetlands  
Executive Order 11998 – Flood Plain Management  
Executive Order 12372 - Intergovernmental Review of Federal Programs.  
Executive Order 12599 - Seismic Safety of Federal and Federally Assisted New Building Construction¹  
Executive Order 12898 - Environmental Justice  

Federal Regulations  
c. 14 CFR Part 150 - Airport noise compatibility planning  
d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹  
e. 29 CFR Part 5 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹  
f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹  
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. **Good Title.**
   
   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
   
   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

   c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**
   a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
   
   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of $2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predeterminated by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran’s Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the

Airport Sponsor Assurances (3/2005)
which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

(1) Operating the airport's aeronautical facilities whenever required;
(2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
(3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

   a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

   c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.** It will:

   a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
airport facilities; and (3) the location of all existing and proposed
nonaviation areas and of all existing improvements thereon. Such airport
layout plans and each amendment, revision, or modification thereof, shall
be subject to the approval of the Secretary which approval shall be
evidenced by the signature of a duly authorized representative of the
Secretary on the face of the airport layout plan. The sponsor will not make
or permit any changes or alterations in the airport or any of its facilities
which are not in conformity with the airport layout plan as approved by the
Secretary and which might, in the opinion of the Secretary, adversely
affect the safety, utility or efficiency of the airport.

If a change or alteration in the airport or the facilities is made which the
Secretary determines adversely affects the safety, utility, or efficiency of
any federally owned, leased, or funded property on or off the airport and
which is not in conformity with the airport layout plan as approved by the
Secretary, the owner or operator will, if requested, by the Secretary (1)
eliminate such adverse effect in a manner approved by the Secretary; or (2)
bear all costs of relocating such property (or replacement thereof) to a site
acceptable to the Secretary and all costs of restoring such property (or
replacement thereof) to the level of safety, utility, efficiency, and cost of
operation existing before the unapproved change in the airport or its
facilities.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person
shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded
from participating in any activity conducted with or benefiting from funds received from this
grant. This assurance obligates the sponsor for the period during which Federal financial
assistance is extended to the program, except where Federal financial assistance is to
provide, or is in the form of personal property or real property or interest therein or structures
or improvements thereon in which case the assurance obligates the sponsor or any transferee
for the longer of the following periods: (a) the period during which the property is used for a
purpose for which Federal financial assistance is extended, or for another purpose involving
the provision of similar services or benefits, or (b) the period during which the sponsor
retains ownership or possession of the property.


a. For land purchased under a grant for airport noise compatibility purposes,
it will dispose of the land, when the land is no longer needed for such
purposes, at fair market value, at the earliest practicable time. That portion
of the proceeds of such disposition which is proportionate to the United
States' share of acquisition of such land will, at the discretion of the
Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or
(2) be reinvested in an approved noise compatibility project as prescribed
by the Secretary, including the purchase of nonresidential buildings or
property in the vicinity of residential buildings or property previously
purchased by the airport as part of a noise compatibility program.

b. For land purchased under a grant for airport development purposes (other
than noise compatibility), it will, when the land is no longer needed for
airport purposes, dispose of such land at fair market value or make
available to the Secretary an amount equal to the United States'
proportionate share of the fair market value of the land. That portion of
the proceeds of such disposition which is proportionate to the United
States' share of the cost of acquisition of such land will, (1) upon
application to the Secretary, be reinvested in another eligible airport
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner’s expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**
   a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
      1. Describes the requests;
      2. Provides an explanation as to why the requests could not be accommodated; and
      3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
   b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.
## BUDGET ACTION FORM

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<td>Professional Services</td>
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<td>157,900</td>
<td></td>
</tr>
</tbody>
</table>

### TRANSFER BETWEEN FUNDS

<table>
<thead>
<tr>
<th>FUND</th>
<th>DEPT/DIV</th>
<th>ACCOUNT</th>
<th>DESCRIPTION</th>
<th>PROJECT</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>0161</td>
<td>427-0741</td>
<td>Transfer Out - Airport Projects</td>
<td>7,900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>001</td>
<td>0104</td>
<td>414-1090</td>
<td>GENERAL CONTINGENCY</td>
<td></td>
<td>7,900</td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7,900</td>
<td>7,900</td>
</tr>
</tbody>
</table>

**ACTION REQUESTED:** (Check all that apply)

- [X] Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

- ( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

**JUSTIFICATION:** Allocation of grant revenue for Airport Master Plan, and 5% matching funds from County.

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**DEPT HEAD SIGNATURE**

**DATE** 9/1/2005

**APPROVED BY RES NO.**

**DATE** 9-22-05

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**407 AIRPORT PLANNING**

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AUDITOR'S USE ONLY

BA#

ATTACHMENT #3

Budget Action Form Revised 11/95