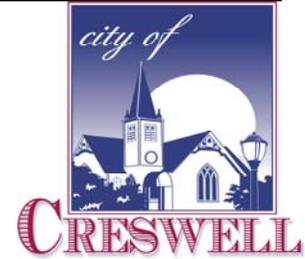


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**CRESWELL CITY COUNCIL SPECIAL  
MEETING AGENDA  
FEBRUARY 23, 2009  
Creswell Community Center, 99 South 1<sup>st</sup> Street  
6:30 P.M.**



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**Mayor Bob Hooker Presiding  
City Councilors:  
David Case, Jack Gradle, Jean McKittrick  
William McCoy, Bob Millam, Jane Vincent**

**Open Special Scheduled Council Meeting**

**Pledge of Allegiance**

- 1. Acceptance of Federal Aviation Administration Grant Offer for Hobby Field  
AIP Project Number 3-41-0083-008**
- 2. Adjournment**

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**The meeting location is wheelchair-accessible. Anyone needing special accommodations (hearing impaired, language translation, large print, etc.) please make your request at least 48 hours prior to the meeting at 895-2531. Creswell is an Equal Opportunity provider and employer and complies with Section 504 of the Rehabilitation Act of 1973. Questions about this agenda from the hearing impaired can use TTY and call at 1-800-735-2900; Spanish TTY at 1-800-735-3896.**



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Federal Aviation Administration  
Northwest Mountain Region

**Seattle Airports District Office**  
1601 Lind Avenue, S.W., Suite 250  
Renton, Washington 98057-3356

February 13, 2009

Mr. Mark Shrives  
City Administrator  
City of Creswell  
83501 Melton Road  
Creswell, Oregon 97426

Dear Mr. Shrives:

Grant Offer for  
Hobby Field; Creswell, Oregon  
AIP Project Number 3-41-0083-008

Enclosed are two copies of the subject grant offer. Please note that:

- a. The grant offer must be accepted by the sponsor on or before February 23, 2009.
- b. The grant offer must be accepted by an official authorized by the governing agency to do so.
- c. The "Certification of Sponsor's Attorney" relates to the acceptance and, therefore, must be made **after** the Sponsor's acceptance.
- d. **After execution is completed, please fax a copy of the grant agreement to our office at (425) 227-1650 by not later than February 23, 2009; and, also, return an executed copy to this office by mail.**

All applicable project-related requirements pertaining to environmental analysis and approval for this grant have been met in accordance with the guidelines contained in FAA Order 5050.4B, Airport Environmental Handbook.

If you have any questions in regard to acceptance of the grant offer, please contact your project manager.

Sincerely,

Stanley C. Allison  
Acting Manager, Seattle Airports District Office

Enclosures

cc: Oregon Department of Aviation



Grant Agreement  
Part 1 - Offer

Date of Offer: February 13, 2009

Hobby Field  
Creswell, Oregon

Project Number: 3-41-0083-008

Contract Number: DOT-FA09NM-0093

To: City of Creswell, Oregon (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 December 9, 2008, for a grant of Federal funds for a project at or associated with Hobby Field 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 (herein called the "Project") consisting of the following:

Improve utilities, including installation of a water line for fire suppression system to allow hangar construction (Phase 3);

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, 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-five (95) percentum of all allowable Project costs.

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 \$132,193.00. 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:
 

\$	0.00	for planning
\$132,193.00		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 provisions of 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 February 23, 2009, 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 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. Trafficking in persons:
- a. **Provisions applicable to a recipient that is a private entity.**
1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either ---
      - A. Associated with performance under this award; or
      - B. Imputed to your or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. **Provisions applicable to any recipient.**
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. **Definitions.** For purposes of this award term:
- 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

### Special Conditions

- 10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overfund in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
- 11. It is understood and agreed the Sponsor will not claim reimbursement for costs under this grant until FAA has approved the DBE goals.

12. Unless otherwise approved 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
13. It is agreed by and between both parties that as referenced in the letter dated December 9, 2008 signed by Shelley Humble, Airport Manager, the airside needs of the airport have been met and the Sponsor will not request state apportionments or discretionary funds for the next three (3) years after execution of this grant agreement.
14. This Phase 3 grant is intended to be the first phase of a two-phase 2009 construction project. The bidding of the entire project will be completed with sufficient time to properly apply for a Phase 4 grant prior to August 15, 2009. The Phase 4 grant funding will be the difference in funding necessary for the Federal share of the entire project less the Phase 3 funding subject to available sponsor entitlements. The FAA makes no commitment of funding beyond the Sponsor's available entitlements pursuant to law. If the project does not receive acceptable bids, or sufficient funding is unavailable, the FAA has the option to close this grant and recover the funds.
15. It is agreed by and between both parties that if the water line as referenced in the project description is used for any building other than a hangar, the FAA has the right to reimbursement from the Sponsor for the entire waterline based on the percentage of buildings, by square footage, that are ineligible for AIP participation.

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

By  .....  
Stanley C. Allison, Acting Manager, Seattle 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 ..... day of ....., 2009.  
City of Creswell, Oregon

(SEAL)

By .....  
Sponsor's Designated Official Representative  
Title: .....

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 Oregon. 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 ....., 2009.

.....  
Signature of Sponsor's Attorney