CARSON CITY AIRPORT AUTHORITY SPECIAL MEETING AGENDA

WEDNESDAY, MAY 5, 2021 – 5:30 P.M.

Public Meeting Held via ZOOM Video and Phone Access This Agenda Prepared by Tim Puliz, Interim Airport Manager

NOTICE TO PUBLIC: The Agenda will be posted on the <u>www.flycarsoncity.com</u> webpage, and posted in the Carson City Airport Terminal Building.

At the time of this Notice the State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the Governor's Declaration of Emergency Directive 006, which has suspended the provisions of NRS 241.020 requiring the designation of a physical location for meetings of public bodies where members of the public are permitted to attend and participate, public meetings of Carson City Airport Authority will NOT have a physical location open to the public until such time this Directive is removed. Pursuant to Directive 044, public meeting control will be transferred to local jurisdictions (eg. Carson City) on May 1, 2021. Since such rules are not yet in control, or not yet fully established, and in the interests of public safety, there will be no physical location for this meeting.

Members of the public who wish to participate may do so by providing WRITTEN public comments prior to or during the meeting. You may also provide public comment in advance of a meeting by written submission to the following e-mail address: mgolden@flycarsoncity.com. For inclusion or reference in the minutes of a meeting, your public comment must include your full name and be submitted via e-mail by not later than 3:00 p.m. the day before the date of the meeting. The Authority values your input.

Join by Zoom Meeting

https://us02web.zoom.us/j/89079995595?pwd=VkdNTVpYZVFRVDBNKzQ5OTBrUERuUT09

Meeting ID: 890 7999 5595

Passcode: 778490

Dial by your location 408.638.0968

- A. CALL TO ORDER, ROLL CALL, AND DETERMINATION OF QUORUM.
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF THE MINUTES OF APRIL 7^{TH} SPECIAL MEETING OF THE AIRPORT AUTHORITY.
- D. MODIFICATION OF THE AGENDA. The Chairman reserves the right to modify the agenda in order to most effectively process the agenda items. Items may be taken out of order; Items may be combined for consideration by the Authority; Items may be pulled or removed from the agenda at any time.
- E. PUBLIC COMMENT. Members of the public who wish to address the Airport Authority may submit written comments on *agendized and non-agendized matters* related to the

Airport. Comments are limited to three (3) pages per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.

F. PUBLIC HEARINGS

1. FOR DISCUSSION AND POSSIBLE ACTION; APPROVE EXTENSION OF THE 1990 COOPERATIVE AGREEMENT BETWEEN THE AUTHORITY AND CARSON CITY. (Tackes)

Staff Summary: The current cooperative agreement which specifies the mutual aid between the Authority and Carson City was set to expire on May 17, 2020, and was extended to May 17, 2021. We now have a draft from the City but need to work through the various provisions. This action is to extend the agreement for 6 months so that the parties have time to determine and/or negotiate terms in the new agreement.

2. FOR DISCUSSION AND POSSIBLE ACTION; APPROVE AND CONFIRM A CULTURAL SURVEY TO BE PERFORMED BY COFFMAN ASSOCIATES IN CONJUNCTION WITH THE RELOCATION OF OUR AWOS AND CONSTRUCTION OF THE SNOW REMOVAL EQUIPMENT BUILDING. (Chairman Golden)

Staff Summary: This project was handed off to a different FAA specialist who has voiced concern that the cultural study in the CatEX does not meet current requirements. To keep the project on track and avoid risk of loss of FAA AIP funding, the Chairman, on counsel's recommendation, has tentatively approved Coffman Associates to proceed with the expectation that the Authority would confirm that action. This is AIP qualified but the Authority may need to advance the \$17,049 for the study subject to subsequent reimbursement from the FAA AIP grant. This action will confirm the approval given by the Chairman.

3. FOR DISCUSSION AND POSSIBLE ACTION: AUTHORIZE COUNSEL TO SEND RESPONSIVE COMMUNICATION TO OPPOSING COUNSEL REGARDING POTENTIAL AND/OR EXISTING LITIGATION INVOLVING MATTERS OVER WHICH THE PUBLIC BODY HAS SUPERVISION, CONTROL, JURISDICTION OR ADVISORY POWER. (Tackes).

Staff Summary: Direction dependent on attorney client privileged discussion.

- F. PUBLIC COMMENT. Members of the public who wish to address the Airport Authority may submit written comments on items discussed on the agenda related to the Airport. Comments are limited to three (3) pages per person or topic. If your item requires extended discussion, please request the Chairman to calendar the matter for a future Airport Authority meeting.
- G. ACTION ON ADJOURNMENT.

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NOTICE TO PUBLIC: This notice has been posted at the following locations: www.flycarsoncity.com and in the Carson City Airport Terminal Building

NOTE: The Airport Authority is pleased to make reasonable accommodations for the public who are disabled and wish to attend this meeting. If special arrangements for the meeting are necessary, please notify the Airport Authority at (775) 841-2255 or tpuliz@flycarsoncity.com

Notice: NRS 241.020(3)(b) states that a request for mailed notice of meetings automatically lapses six months after it is made to the public body. A separate written request is not required for each meeting although requests are limited to six months at a time.

This agenda and backup information are available on the Airport's website at https://flycarsoncity.com/information/airport-authority-meeting-agendas-and-minutes/ and at the Airport Manager's Office.

THE CARSON CITY AIRPORT AUTHORITY ENCOURAGES WRITTEN COMMENTS FROM THE PUBLIC. Comments should be addressed to the **Airport Manager**, and sent to the following address:

Carson City Airport Authority 2600 E. College Parkway #6, Carson City, Nevada 89706



CCAA BOARD MEMO

Agenda Item: F-1

Meeting Date: May 5, 2021

BOARD MEMO 2021-19

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION; APPROVE EXTENSION OF THE 1990 COOPERATIVE AGREEMENT BETWEEN THE AUTHORITY AND CARSON CITY. (Tackes)

Staff Summary: The current cooperative agreement which specifies the mutual aid between the Authority and Carson City was set to expire on May 17, 2020, and was extended to May 17, 2021. We now have a draft from the City but need to work through the various provisions. This action is to extend the agreement for 6 months so that the parties have time to determine and/or negotiate terms in the new agreement.

Agenda Action: Formal Action/Motion Time Requested 10 Minutes

Proposed Motion

"I move to approve the Amendment to extend the Cooperative Agreement for 6 months so that the parties have time to determine and/or negotiate terms in the new agreement."

CCAA'S Strategic Goal

To update the existing agreement which specifies the mutual aid between the Authority and Carson City.

<u>Previous Action</u> A prior 1 year extension was done in May of 2020 to allow for time to develop the new agreement. That extension expires on May 17, 2021.

Background/Issues & Analysis When the Airport Authority was created by the Legislature in 1989, the law provided that the land and duties over the Airport were to be transferred from Carson City to the newly created Carson City Airport Authority. However, the FAA's attorneys concluded that the only entity that was qualified to receive FAA grants would be Carson City since the Airport Authority was not given taxing authority. Instead, the City and the Authority entered into a Cooperative Agreement so that the City could continue to receive the FAA Airport Improvement Program (AIP) grants, and then transfer those funds to the Authority and the Authority would have all the management and operational control over the Airport. That original agreement expired on May 17, 2020. Not having a replacement agreement in place, the parties agreed to extend the original agreement for 1 year. Many ideas were floated as to what the replacement agreement should provide, ranging from greater direct control by the Authority to

keeping financial controls in place as they worked well for Authority and the FAA. At one point we had discussions with the FAA on transferring the grant funding to either a co-sponsor (eg. City and Authority) format, or simply to the Authority. These changes were based on research from our then Airport manager as to how the Reno Airport operates. Our former Airport manager reported to me several times that he had discussions with the City and that a draft was forthcoming. Upon his departure, we reached out to the City and renewed our request for an agreement to sensibly continue with the existing arrangements. Less than 2 weeks ago, we finally received the City's draft agreement. Since it is a clean re-write of the Cooperative Agreement, we need time to work through many provisions.

Applicable Statute, Code, Policy, Rule or Regulation NRS 844

1) 2)		Aye/Nay
	1)	1)

THIRD AMENDMENT TO COOPERATIVE AGREEMENT FOR AIRPORT AUTHORITY TO MANAGE CARSON CITY'S AIRPORT

This Third Amendment to Cooperative Agreement for Airport Authority to Manage Carson City's Airport ("THIRD AMENDMENT") is hereby made by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada ("City") and the Carson City Airport Authority ("Authority"), a quasi-municipal corporation, each of whom may hereinafter be referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the Authority was created by the Nevada Legislature with the passage and approval of Senate Bill No. 255 during the 65th Legislative Session (1989), made effective on October 1, 1989 as a special act of the Legislature and generally known as the Airport Authority Act for Carson City and codified at Chapter 844 Statutes of Nevada 1989 (the "Act"); and

WHEREAS, on May 17, 1990 the City and the Authority entered into an agreement captioned as the Cooperative Agreement for Airport Authority to Manage Carson City's Airport ("AGREEMENT") in accordance with the Act and NRS Chapter 277 which authorizes two or more political subdivisions to enter into such agreements for the performance of any governmental function, including the furnishing or exchange of personnel, equipment, property or facilities of any kind, or the payment of money; and

WHEREAS, the Parties executed a First Amendment to the AGREEMENT on October 6, 2016, effective through the term of the AGREEMENT, for the purpose of allowing the Authority to participate in health, dental, vision and life insurance plans that are provided to City employees, if permitted by the City's benefits providers; and

WHEREAS, paragraph 16 of the AGREEMENT establishes a contract term of thirty years from the date of execution and the AGREEMENT was therefore set to expire on May 17, 2020, but the Parties executed a Second Amendment to the AGREEMENT to extend the AGREEMENT to May 17, 2021; and

WHEREAS, paragraph 16 of the AGREEMENT authorizes the Parties to renew the AGREEMENT upon mutual negotiation and paragraph 19 of the AGREEMENT requires that any modifications thereto be mutually agreed upon in writing; and

WHEREAS, the Parties have mutually decided that in the best interest of the City and the Authority, the AGREEMENT should be extended beyond its current date of termination so that the Parties may have the necessary time to negotiate a new cooperative agreement;

NOW THEREFORE, based on the mutual exchange of promises and good and valuable consideration, the sufficiency of which is acknowledged, the Parties do hereby covenant and agree as follows:

THIRD AMENDMENT TERMS:

- 1. The term of the AGREEMENT and prior amendments is extended for six months, to terminate on the close of business day on November 17, 2021.
- 2. No other terms of the AGREEMENT or prior amendments are affected by this THIRD AMENDMENT.
- 3. This THIRD AMENDMENT is effective immediately upon approval by the governing bodies of each Party and from the date on which the last required signature is affixed hereto.

For the City:	
LORI BAGWELL Carson City Mayor	Date
For the Authority:	
Airport Authority Board Chair	Date
ATTEST:	CITY'S LEGAL COUNSEL Approved as to form:
AUBREY ROWLATT, Clerk-Recorder	DISTRICT ATTORNEY
	AIRPORT AUTHORITY COUNSEL Approved as to form:
	STEVEN E. TACKES, ESO.



CCAA BOARD MEMO

Agenda Item: F-2

Meeting Date: May 5, 2021

BOARD MEMO 2021-20

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION; APPROVE AND CONFIRM A CULTURAL SURVEY TO BE PERFORMED BY COFFMAN ASSOCIATES IN CONJUNCTION WITH THE RELOCATRION OF OUR AWOS AND CONSTRUCTION OF THE SNOW REMOVAL EQUIPMENT BUILDING. (Chairman Golden).

Staff Summary: This project was handed off to a different FAA specialist who has voiced concern that the cultural study in the CatEX does not meet current requirements. To keep the project on track and avoid risk of loss of FAA AIP funding, the Chairman, on counsel's recommendation, has tentatively approved Coffman Associates to proceed with the expectation that the Authority would confirm that action. This is AIP qualified but the Authority may need to advance the \$17,049.00 for the study subject to subsequent reimbursement from the FAA AIP grant. This action will confirm the approval given by the Chairman.

Agenda Action: Formal Action/Motion Time Requested 10 Minutes

Proposed Motion

"I move to approve the proposal from Coffman Associates to perform the required Cultural Survey required for grant funding that is AIP reimbursement eligible."

CCAA'S Strategic Goal

To meet the FAA's preliminary requirements associated with moving the AWOS, constructing a Snow Removal Equipment building and creating a night time approved instrument approach.

Previous Action None

Background/Issues & Analysis

In April 2021, Coffman Associates, Inc. contacted SWCA, Inc. to conduct cultural resources inventory at the Carson City Airport in support of new construction under a Fiscal Year 2021 grant. The construction components include relocating the current automated weather observation system, constructing a snow removal equipment building, installation of a Precision Approach Path Indicator, and a Medium Approach Light System. As the airport falls under the jurisdiction of the Federal Aviation Association (FAA), cultural resources inventory is required to comply with 54 United States Code 300108, commonly known as Section 106 of the National Historic Preservation Act of 1966. The proposed construction falls within an area of potential affects (APE) that is comprised of three blocks totaling approximately 60 acres of Carson

City Aviation Authority (CCAA) owned land. The blocks are located east of the airport parking lot, between the north taxiway and Runway 27, and east of Runway 27 extending to Bowers Lane. As part of the inventory, a 0.5-mile records search buffer will be conducted. In addition to the direct APE effects, a 0.25-mile visual indirect APE will also be considered. The records search and inventory results will be presented in report form for submission to the FAA.

<u>Applicable Statute, Code, Policy, Rule or Regulation</u>
Association (FAA), cultural resources inventory is required to comply with 54 United States Code 300108, commonly known as Section 106 of the National Historic Preservation Act of 1966

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Financial Information		
Is there a fiscal impact? □ No ⊠ Yes		
If yes, account name/number & a	amount: \$17,049.00 AIP Reimb	oursable
Is it currently budgeted? ⊠ No □ Yes		
<u>Alternatives</u>		
Not becoming eligible for AIP Gr Night Time Approach Lighting	ant Funding for moving AWOS,	SRE Building & Instrument
Board Action Taken:		
Motion:	1) 2)	Aye/Nay
(Vote Recorded By)	_	
(Voto Nocorded By)		

AUTHORIZATION OF SERVICES #21-01

SCOPE OF SERVICES FOR A CULTURAL RESOURCES SURVEY FOR A PROPOSED SNOW REMOVAL EQUIPMENT BUILDING/ AUTOMATED WEATHER OBSERVING SYSTEM RELOCATION AND

A PRECISION APPROACH PATH INDICATOR AND MEDIUM APPROACH LIGHT SYSTEM WITH FLASHING LIGHTS CARSON CITY, NEVADA

- 1. <u>Scope of Services.</u> The Consultant (Coffman Associates) shall provide the professional airport consulting services described in Exhibit A of this Authorization of Services Amendment to the Airport Planning Services Contract dated November 19, 2018.
- Compensation. It is expressly understood and agreed that the total compensation to be paid to the Consultant shall be a time and materials not to exceed amount of Seventeen Thousand Forty-nine Dollars (\$17,049.00) for the services specified in Exhibit A Scope of Services. Such sum shall constitute full and complete compensation for the Consultant's services.
- 3. <u>Method of Payment.</u> Payments shall be at monthly intervals subject to receipt of requisitions for payments from the Consultant specifying that he has performed the work and is entitled to the amount requisitioned under the terms of this Agreement.
- 4. <u>Consultant Responsibilities for Compensation.</u> The Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the Sponsor.
- 5. Sponsor Responsibilities for Compensation. The Sponsor agrees to pay the Consultant's invoices net upon receipt. At no time will payment of requisitions exceed thirty (30) days from the date of the invoice without notification to the Consultant. It is expressly understood that the Sponsor has the right to withhold payment on any invoice if he feels that the Consultant has not performed the requisitioned work efforts in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, he must provide written notification and an explanation to the Consultant within ten (10) days of the date of the invoice.
- 6. **Release.** The Consultant, upon final payment of the amount due under this Agreement, releases the Sponsor, its officers and employees, for all liabilities, claims and obligations whatsoever, arising from or under this Agreement. The Consultant agrees not to purport to bind the Sponsor to any obligation not assumed herein by the Sponsor unless the

Consultant has written authority to do so, and then only within the strict limits of that authority.

- 7. <u>Additional Services.</u> The fee for any additional services required by the Sponsor will be computed either on a negotiated lump sum basis or upon actual hours and expenses incurred by the Consultant.
- 8. <u>Time of Performance.</u> The total time of performance for the services outlined in Exhibit A shall be thirty (30) days from the date of the official Notice-to-Proceed letter issued by the Sponsor. This timeframe is exclusive of governmental reviews and approvals.
- 9. <u>Notice to Proceed.</u> The official notice to proceed will be issued by the Sponsor. The Consultant may proceed with work elements associated with this project prior to the issuance of a Notice to Proceed at his own risk if he so desires.
- 10. <u>Subcontracts.</u> The Consultant is authorized by the Sponsor to subcontract this specific scope of work to SWCA Environmental Consultants. At the time additional subcontracted services are anticipated, the Consultant shall notify the Sponsor of the nature of such services and identify the proposed subcontracting firm. The Consultant must receive approval in writing from the Sponsor prior to utilization of a subcontractor.
- 11. **Resolution of Differences.** All claims, disputes, and other matters in question between the parties of this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the rules of the American Arbitration Association unless the parties mutually agree otherwise. It is understood that differences in professional judgment or opinions of the Consultant and the Sponsor do not create a breach in this Agreement and that, at the request of the Sponsor, the Consultant may be asked to complete additional work by the Sponsor according to the terms of this Agreement, to resolve such differences. In no event shall the demand for arbitration be made after the date when initiation of legal proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- 12. <u>Termination of the Agreement</u>. The Sponsor may by written notice to the Consultant, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure of the Consultant to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the Sponsor.

If the termination is for the convenience of the Sponsor an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed tasks.

If termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case,

the Consultant may be liable to the Sponsor for any additional costs occasioned to the Sponsor thereby.

If after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

FOR THE CONSULTANT	FOR THE SPONSOR
Coffman Associates, Inc.	Carson City Airport Authority
By: Matthew Quick Principal	By:
Attest: <u>Judi Krauss</u>	Attest:
	Date:

Attached and Incorporated by Reference: Exhibit A - Scope of Services and Cost Summary





Las Vegas Office 7210 Placid Street Las Vegas, Nevada 89119 Tel 702.248.3880 Fax 702.248.3883 www.swca.com

April 23, 2021

Judi Krauss, AICP Coffman Associates, Inc. 4835 E. Cactus Road Suite #235 Scottsdale, Arizona 85254

Re: Cultural Resources Inventory at the Carson City Airport

Dear Ms. Krauss:

SWCA Environmental Consultants (SWCA) is pleased to present the following scope of services and cost estimate for completing cultural resources inventory at the Carson City Airport in support of new construction. The following sections detail our understanding of the project, our technical proposal for inventorying and reporting, and a list of project assumptions governing our proposed budget.

SWCA proposes to complete this scope of services for a **not-to-exceed cost of \$17,049**. **on a time-and-materials basis**.

Thank you for providing us the opportunity to work with you. Please contact me at (775) 562-2137 or Victor Villagran at (702) 248-3880 if you have any questions regarding this proposal. We appreciate your consideration.

Sincerely,

Andrew Hoskins Project Manager

andrew Hoskins

SCOPE OF SERVICES

In April 2021, Coffman Associates, Inc. contacted SWCA, Inc. to conduct cultural resources inventory at the Carson City Airport in support of new construction under a Fiscal Year 2021 grant. The construction components include relocating the current automated weather observation system, constructing a snow removal equipment building, installation of a Precision Approach Path Indicator, and a Medium Approach Light System. As the airport falls under the jurisdiction of the Federal Aviation Association (FAA), cultural resources inventory is required to comply with 54 United States Code 300108, commonly known as Section 106 of the National Historic Preservation Act of 1966. The proposed construction falls within an area of potential affects (APE) that is comprised of three blocks totaling approximately 60 acres of Carson City Aviation Authority (CCAA) owned land. The blocks are located east of the airport parking lot, between the north taxiway and Runway 27, and east of Runway 27 extending to Bowers Lane. As part of the inventory, a 0.5-mile records search buffer will be conducted. In addition to the direct APE effects, a 0.25-mile visual indirect APE will also be considered. The records search and inventory results will be presented in report form for submission to the FAA.

BACKGROUND RESEARCH

Prior to survey, SWCA will conduct a detailed cultural resources literature review of the direct APE, indirect APE, and a surrounding 0.25-mile buffer, which will be used to determine potential archaeological sensitivity of the inventory. The records search will include an electronic search of information available through the State Historic Preservation Office's online Nevada Cultural Resources Information System (NVCRIS), available electronic state and federal archaeological and historical documents, reports, journals, or files, General Land Office (GLO) survey plats, and historic topographic maps and aerial imagery. SWCA will also review any files provided by the CCAA and FAA, such as historic records related to the airport's construction and/or alteration over time.

PEDESTRIAN SURVEY

The survey will be conducted at Class III standards with spacing no more than 30 meters between individuals. One project manager/field director and one crew members will conduct the inventory over a 2-day period. The inventory will include documentation of newly identified cultural resources, and updated recordation of previously identified cultural resources. All resources will be documented on Intermountain Antiquities Computer System (IMACS) and/or Nevada Architectural Resource Assessment (NARA) forms with appropriate maps and photographs. Each resource will include a preliminary evaluation of eligibility for inclusion in the National Register of Historic Places (NRHP). Field data will be collected with Samsung Galaxy Tab Active 2 Tablets with Juniper Geode receivers, with a PDOP (Position Dilution of Precision) value less than or equal to 5 and using a NAD83 projection. The spatial data will be provided with the inventory report and will include survey boundary, site boundary, cultural resources, and isolated finds (if needed).

REPORTING

SWCA will begin preparing a cultural resources inventory report immediately upon fieldwork completion, and will follow Nevada SHPO guidelines, as well as generally approved procedures, such as those contained in the FAA's Section 106 Handbook: How to Assess the Effects of FAA Actions on Historic Properties under Section 106 of the National Preservation Act (June 2015). The report will provide a cultural context for the airport based on literature review. The inventory report is broken down into two tasks including a draft report submitted for FAA review and comments, and a final report addressing those comments.

DRAFT REPORT

The content of the draft cultural resources inventory report will include a summary and review of the existing data, historic contexts, field methods, descriptions of identified cultural resources (including Nevada IMACS or NARA forms), National Register of Historic Places (NRHP) eligibility recommendations, project effects assessment, direct APE and survey coverage maps, indirect APE results and maps, cultural resources location maps, and photographs and photo logs.

The draft report will undergo reviews by an SWCA Cultural Resources Principal Investigator, a technical editor, and a formatter. SWCA will work with Coffman Associates to provide the draft report to the FAA for comments.

FINAL REPORT

After comments from the FAA are received, SWCA will prepare the final cultural resources inventory report. A single round of edits and comments from the FAA will be addressed. Any additional rounds of edits may require a change order. The final report will address comments provided by the FAA and then undergo final reviews by a SWCA Cultural Resources Principal Investigator, a technical editor, and a formatter.

Assumptions

SWCA makes the following assumptions because these items may be beyond SWCA's control and because these factors could significantly affect project schedule and cost:

- > SWCA assumes 2 days of fieldwork for two individuals to survey and document cultural resources within the three parcels (~60 acres) of Carson City Airport property. If there are any changes to the APE, or addition of an indirect APE, a change order will be required.
- SWCA will provide electronic copies of the report, IMACS forms, spatial data, and photographs.
- > Indirect effects will be limited to desktop work only. No fieldwork will be needed to complete this task.
- This proposal does not include costs for consultation with Native American tribes, certified local governments, potentially interested parties, or general stakeholders. Should any stakeholder consultation be required for this project, SWCA would be pleased to assist the FAA, and a change order will be provided.
- > SWCA personnel will have access to all portions of the APE, unless otherwise identified by the CCAA or the FAA.
- No testing, excavation, or construction monitoring is included in this scope. Consequently, all evaluation will be based on surface evidence.
- No architectural resources will be encountered. Should architectural resources be identified, a change order would be required for additional time and costs.
- > SWCA will only update cultural resource components falling within the APE. SWCA will not have to gain access or record sites extending on to property outside the APE.
- SWCA will be provided with the proposed project plan(s) in ArcGIS or compatible format so that SWCA can calculate impacts.
- > SWCA will be provided with a project description that includes maximum depth of ground disturbance and maximum height of project components.



CCAA BOARD MEMO

Agenda Item: F-3

Meeting Date: May 5, 2021

BOARD MEMO 2021-21

Agenda Title: FOR DISCUSSION AND POSSIBLE ACTION; AUTHORIZE COUNSEL TO SEND RESPONSIVE COMMUNICATION TO OPPOSING COUNSEL REGARDING POTENTIAL AND/OR EXISTING LITIGATION INVOLVING MATTERS OVER WHICH THE PUBLIC BODY HAS SUPERVISION, CONTROL, JURISDICTION OR ADVISORY POWER. (Tackes).

Staff Summary: Direction dependent on attorney client privileged discussion.

Agenda Action: Formal Action/Motion Time Requested 10 Minutes

Proposed Motion

"I move to approve the proposed responsive communication to opposing counsel as outlined by CCAA Counsel, Steve Tackes.

(Vote Recorded By)