

* RESOLUTION 653 *

WHEREAS, the City of Albany has made application for a grant of federal funds for a project for the development of the Albany Municipal Airport, and

WHEREAS, the Federal Aviation Agency, acting on behalf of the United States of America, has submitted a grant offer agreement for a grant of federal funds to assist in the development of the said airport, said offer being dated the 21st day of August, 1961, entitled "Project No. 9-35-001-6204 and contract number FA4-1562", now, therefore, be it hereby

RESOLVED by the City Council of the City of Albany that the Mayor be authorized to execute on behalf of the City of Albany an acceptance of the Grant Agreement entitled "Part One - Offer" dated August 21, 1961, entitled Project No. 9-35-001-6204, being contract number FA4-1562 for the Albany Municipal Airport, said offer consisting of four ~~and one-third~~ pages, copies of which are attached hereto as Exhibit "A" and by this reference made a part hereof.

BE IT FURTHER RESOLVED that the Mayor be authorized to execute "Part Two - Acceptance" of the above mentioned Grant Agreement, which acceptance reads as follows:

"The City of Albany, Oregon,, does hereby ratify and adopt all statements, representations, warranties, covenants and agreements contained in said Project Application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions therein."

DATED this 23rd day of August, 1961.



W. L. FITZPATRICK, MAYOR

*** RESOLUTION ***

WHEREAS, the City of Albany has made application for a grant of federal funds for a project for the development of the Albany Municipal Airport, and

WHEREAS, the Federal Aviation Agency, acting on behalf of the United States of America, has submitted a grant offer agreement for a grant of federal funds to assist in the development of the said airport, said offer being dated the 21st day of August, 1961, entitled "Project No. 9-350016204 and contract number FA4-1562", now, therefore, be it hereby

RESOLVED by the City Council of the City of Albany that the Mayor be authorized to execute on behalf of the City of Albany an acceptance of the Grant Agreement entitled "Part One - Offer" dated August 21, 1961, entitled Project No. 9-35-001-6204, being contract number FA4-1562 for the Albany Municipal Airport, said offer consisting of four and one-third pages, copies of which are attached hereto as Exhibit "A" and by this reference made a part hereof.

BE IT FURTHER RESOLVED that the Mayor be authorized to execute "Part Two - Acceptance" of the above mentioned Grant Agreement, which acceptance reads as follows:

"The City of Albany, Oregon, does hereby ratify and adopt all statements, representations, warranties, covenants and agreements contained in said Project Application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions therein."

DATED this 23rd day of August, 1961.

W. L. Fitzpatrick

W. L. FITZPATRICK, Mayor

August 29, 1961

Mr. Richard T. Puckey
District Airport Engineer
Federal Aviation Agency
Room 102 FAA Building
7300 Perimeter Road, Boeing Field
Seattle 8, Washington

Subject: Albany (Oregon) Municipal Airport; Project No. 9-35-
001-6204; Grant Agreement

Dear Mr. Puckey:

In response to your phone call on Tuesday, August 29, 1961, we concur with your suggestion to delete the words "and one third" on the 16th and 17th lines of Resolution 653. Please delete these words from your copy of this resolution which we have done, and the corrected copy is now on file in this office.

Yours very truly,

Ernest W. Isham, City Recorder

EWI:ja

CERTIFICATION

I, the undersigned Recorder of the City of Albany, Oregon, do hereby certify that the above Resolution is the true and correct action of the Council taken on the 23rd day of August, 1961.

Ernest W. Isham

CITY RECORDER

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part I-Offer

Date of Offer **August 22, 1961**

Albany Municipal

Airport

Project No. **9-22-601-6204**

Contract No. **FAA-1562**

TO: **The City of Albany, Oregon**
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency;
herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 26, 1961**, for a grant of Federal funds for a project for development of the **Albany Municipal** Airport (herein called the "Airport"), together with plans and specifications for such project, 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 development of the Airport (herein called the "Project") consisting of the following-described airport development:

Land acquisition (Area 4); construct apron extensions (approximately 90' x 700', and 20' x 265'), and connecting taxiway (approximately 20' x 145')

(The airport development to be accomplished, herein described, is in addition to that contemplated under the Grant Agreements between the Sponsor and the United States Air Agency 9-22-601-701, -702, and -703)

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), 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 the operation and maintenance of the Airport as herein provided, **THE FEDERAL AVIATION AGENCY, 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, **\$5.75 per centum of said allowable project costs, subject to the following terms and conditions.**

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be **\$10,191.00.**
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **sixty** days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 550.7 and 550.8 of the Regulations of the Federal Aviation Agency (14 CFR 550) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations".
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA, or his duly authorized representative.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 550.4(a) of the Regulations.
4. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 550.9 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 550.9(d) of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 550.9(c) of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. 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 **October 31, 1961**, or such subsequent date as may be prescribed in writing by the FAA.
8. **The Administrator having determined that no space in airport buildings will be required by any civil agency of the United States for the purposes set forth in Paragraph 9 of Part III of the Project Application, the provisions of said paragraph shall be deemed to be of no force or effect.**
9. **It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments involving Area 4 as shown on the property map attached hereto and identified as Exhibit "A" until the sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the Administrator in and to said Area 4 subject to no liens, encumbrances, reservations or exceptions which in the opinion of the Administrator might create an undue risk of interference with the use and operation of the airport.**
10. **It is understood and agreed by and between the parties hereto that the words "Regional Administrator" wherever they appear in this Agreement, in the Project Application, plans and specifications or in any other documents constituting a part of this Agreement shall be deemed to mean the "Chief, Aviation Facilities Division," Western Region.**

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 said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA

FEDERAL AVIATION AGENCY, Western Region

Acting

By *H. E. Hedger*
Chief, Aviation Facilities Division