

R E S O L U T I O N N O. 519

WHEREAS, the City of Albany proposes to perfect certain improvements on the Albany Municipal Airport and has made application to the United States of America for Federal Participation through the Federal Aviation Agency, and

WHEREAS, the City of Albany has been tendered the following grant agreement:

"GRANT AGREEMENT

Part 1 - Offer

Date of Offer January 19, 1959  
Albany Municipal Airport  
Project No. 9-34-001-5903  
Contract No. FA4-16

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

FROM: The United States of America (acting through the  
Administrator of Civil Aeronautics, herein referred  
to as the "Administrator")

WHEREAS, the Sponsor has submitted to the Administrator a Project Application dated September 8, 1958 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 Administrator, is hereby incorporated herein and made a part hereof; and

WHEREAS, the Administrator has approved a project for development of the Airport (herein called the Project") consisting of the following described airport development:

Widen existing 50' N/S runway to 3000' x 75';  
install medium intensity lighting system on  
N/S runway, including beacon, lighted wind cone,  
and segmented circle; construct N/S parallel  
taxiway, including connecting taxiways, and  
portion of aircraft parking apron (approximately  
120' x 50')

(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 for Project Nos. 9-35-001-701 and 9-35-001-702.)

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 purposes of carrying out the provisions of the Federal Airport Act (60 Stat. 170; Pub. Law 377, 79th Congress), 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 ADMINISTRATOR, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of costs incurred in accomplishing the project, 55.92 per centum of all allowable project costs, subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$21,135.00
2. The Sponsor shall
  - (a) begin accomplishment of the Project within a reasonable time after acceptance of this Offer, and
  - (b) carry out and complete the Project in accordance with the terms of this Offer, and the Federal Airport Act and the Regulations promulgated thereunder by the Administrator in effect on the date of this Offer, which Act and Regulations are incorporated herein and made a part hereof, and
  - (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 Administrator or his duly authorized representatives.
3. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.
4. 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.

5. Any misrepresentation or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the United States, and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, the Administrator on behalf of the United States may recover all grant payments made.
6. The administrator 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 of the allowable costs of the project unless this Offer has been accepted by the Sponsor within 60 days from the above date of Offer or such longer time as may be prescribed by the Administrator in writing.
8. It is understood and agreed by and between the parties hereto that the terms "Administrator of Civil Aeronautics", "Administrator", "Civil Aeronautics Administration", "Department of Commerce", "CAA" or Section 303 of the Civil Aeronautics Act of 1938" 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 Federal Aviation Agency or the Administrator thereof or Section 308 (a) of the Federal Aviation Act of 1958 as the case may be.
9. By its acceptance hereof, the Sponsor hereby covenants that within three years from the date of acceptance of this Grant Offer, it will acquire property interests satisfactory to the Administrator to the clear zone areas identified as Areas 3 and 4 shown on the property map attached hereto and identified as Exhibit "A". The Sponsor further hereby covenants that to the extent it has or may have either present or future control over the clear zone areas at each end of the N/S runway further identified as "clear zone" on the Exhibit "A" attached hereto, and unless exceptions to or deviations from the following obligations have been granted to it in writing by the Administrator, it will be obligated to clear such areas of all existing structures and of any natural growth which constitutes an obstruction to air navigation within the standards established by Federal Aviation Agency Technical Standard Order N18, and to control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

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

By \_\_\_\_\_  
Regional Administrator,  
Region IV (LA)  
FEDERAL AVIATION AGENCY

Part 11 -- Acceptance

The City of Albany, Oregon does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the 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 thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE CITY OF ALBANY, OREGON

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_ acting as Attorney for \_\_\_\_\_  
\_\_\_\_\_, do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said City of Albany relating thereto, and find that the Acceptance thereof by said City of Albany has

been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Oregon, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the City of Albany, Oregon in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

\_\_\_\_\_  
Title \_\_\_\_\_"

BE IT RESOLVED that the above entitled Grant Agreement be approved and accepted and that the Mayor of the City of Albany be authorized to execute the same on behalf of the City of Albany.

DATED this 28th day of January, 1959.

*W. L. Fitzpatrick*

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Mayor