


CITY OF PALMER, ALASKA
RESOLUTION NO. 171

THE CITY OF PALMER, ALASKA, RESOLVES:

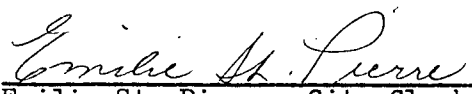
That whereas it is necessary from time to time to execute and approve various documents on behalf of the City in connection with the improvement of the Palmer Municipal Airport; NOW THEREFORE,

It is hereby resolved that Quinten W. Laabs, City Manager, is hereby designated as the person authorized to sign all documents on behalf of the City of Palmer on Federal Aid Airport Program Project No. 9-50-005-02 E.-W. Landing Strip Improvements and Lighting Grant Agreement being attached hereto and made a part of this resolution.

Adopted this 27th day of June, 1967.


Theodore O. Schmidtke, Mayor

ATTEST:


Emilie St. Pierre, City Clerk

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part I-Offer

Date of Offer	June 27, 1967
	PALMER MUNICIPAL AIRPORT
	PALMER, ALASKA
Project No.	9-50-005-0702

TO: THE CITY OF PALMER, ALASKA
(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 22, 1967, for a grant of Federal funds for a project for development of the Palmer 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:

Site preparation; asphalt stabilization landing strip 9-27
(4000' x 100'); install medium intensity lighting system (9-27),
rotating beacon, wind cone and segmented circle.

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

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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, sixty-two and one half percent (62-1/2%) of the project costs to the extent that such costs are determined allowable.

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 \$150,625.00.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within 60 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 151.45-151.55 of the Regulations of the Federal Aviation Agency (14CFR 151) 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.
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 151.41(b) 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 Sections 151.57-151.63 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 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 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 and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the airport.
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 June 30, 1967, or such subsequent date as may be prescribed in writing by the FAA.
8. In addition the Sponsor shall:
 - (a) Incorporate or cause to be incorporated in each contract for construction work under the project, or any modification thereof, the equal opportunity clause as set forth in Section 202 of Executive Order No. 11246 of September 24, 1965, or such modification thereof as may be approved by the Secretary of Labor

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- (b) Incorporate or cause to be incorporated in each bid or proposal form submitted by prospective contractors for construction work under the project the provisions prescribed by Section 151.54(d)(1), Part 151, Federal Aviation Regulations.
 - (c) Be bound by said equal opportunity clause in any construction work under the project which it performs itself other than through its own permanent work force directly employed or through the permanent work force directly employed by another agency of Government.
 - (d) Cooperate actively with the FAA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor.
 - (e) Furnish the FAA and the Secretary of Labor such information as they may require for the supervision of such compliance and will otherwise assist the FAA in the discharge of its primary responsibility for securing compliance.
 - (f) Refrain from entering into any contract or contract modification subject to Executive Order No. 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order No. 11246.
 - (g) Carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FAA and the Secretary of Labor pursuant to Part II, Subpart D of Executive Order No. 11246; and in the event that the Sponsor fails or refuses to comply with its undertakings, the FAA may cancel, terminate or suspend in whole or in part any contractual arrangement it may have with the Sponsor, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from such applicant, or may refer the case to the Department of Justice for appropriate legal proceedings.
9. It is understood and agreed that the terms "Administrator of the Federal Aviation Agency", "Administrator" or "Federal Aviation Agency" wherever they appear in this Agreement, in the project Application, plans and specifications or other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Administrator or the Federal Aviation Administration as the case may be.
10. Notwithstanding the provision of Paragraph 3, Part III, of the Project Application, the Sponsor covenants and agrees that it will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349) at the airport, or at any other airport now or hereafter owned or controlled by it. In furtherance of the policy of the FAA under this covenant, the Sponsor agrees that, unless authorized the Administrator, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the airport or at any other airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, 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 relationship to the operation of aircraft can be regarded as an aeronautical activity.

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The Sponsor further agrees that it will terminate any such exclusive right (including any exclusive right to engage in the sale of gasoline or oil, or both) now existing at the airport, or at any other airport now or hereafter owned or controlled by it, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right, and certifies that there is no exclusive right not subject to termination under this provision.

11. Pursuant to Paragraph 9, Part III of the Project Application dated June 22, 1967, the Sponsor hereby covenants and agrees to furnish the Federal Government without cost, within four months after written request therefor, such estates or interests in such lands as are deemed necessary by FAA for the construction and operation on the airport of the structures or facilities set forth below, provided the respective areas of land deemed adequate by FAA for such purposes are available without the necessity for removing or relocating other facilities and are within the geographic boundaries of the airport at the time request therefor is made by the FAA; together with rights of ready access in and to such areas for construction, occupancy and use and the right to connect to existing utilities and to be furnished the utility services required to the extent of available capacity at no more than prevailing rates. The facilities or structures involved and the maximum area of land the Sponsor is obligated to furnish is as follows:

Flight Service Station - approximately two acres.

It is further understood and agreed that nothing contained herein shall in any way affect the rights of the United States or obligations of the Sponsor under prior Grant Agreements to furnish rent-free space for the activities specified in such prior Agreements nor shall anything contained herein be construed as obligating the Federal Government to construct, occupy or operate a flight service station at the airport.

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
/s/ George M. Gary
By Director, Alaskan Region

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Part II-Acceptance

The CITY OF PALMER 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 27th day of June, 1967.

CITY OF PALMER
(Name of Sponsor)

(SEAL)

By /s/ Quinten W. Laabs
Title City Manager

Attest: /s/ Emilie St. Pierre
Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Burton C. Biss, acting as Attorney for the City of Palmer, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor 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 Alaska, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Palmer, Alaska, this 27th day of June, 1967.

/s/ Burton C. Biss
Title: City Attorney