

BAGDAD AIRPORT GRANT

OAK CREEK (1)	Frank Gyberg
PRESCOTT NORTHEAST (3)	A. M. (Pete) Bailey
	Charles Franklin Parker
	Walter W. Russel
	None
PRESCOTT NORTHWEST (4)	Edward F. Kral
PRESCOTT SOUTHEAST (3)	Edith E. Thompson
	Joan C. Vallely
	Ardella Washington
PRESCOTT SOUTH (2)	Carry E. Ferriter
PRESCOTT WEST (3)	Ronald D. Klotz
	Donald E. Wilson
	Emma Ruth Dice
	James Sydney Griffiths
	Alberta E. Hoffman
	Jonne Markham
	Fred D. Perry
	John P. Rubel
	Elizabeth L. Ruffner
	Frank W. Tutt
	Marion C. Blanchard
	Alberta Smyth
	Lola L. Stephenson
	Roach Roberts
	None
	O. D. Dominy
	Marjorie L. Jones
	Robert H. Kieckhefer
	Cort A. Carter
	Ralph L. Cleland
	Mary C. Dillon
	William Didion
RED ROCK (3)	
RINCON (1)	
SELIGMAN (1)	
SKULL VALLEY (1)	
WAGONER (1)	
WALNUT CREEK (1)	
WALNUT GROVE (1)	
WHIPPLE (2)	
YARNELL (1)	

Upon motion, the Clerk was instructed to have Blue Prints prepared showing the number of votes cast for each candidate for a National, State, County or Precinct office at the Primary Election, said Blue Prints to be certified by the Chairman and the Members of the Board of Supervisors and attested by the Clerk and transmitted to the Secretary of State of Phoenix, Arizona, together with a statement of miscellaneous votes cast.


Chairman

ATTEST:


Assistant Clerk

OFFICE OF BOARD OF SUPERVISORS YAVAPAI COUNTY, ARIZONA

Prescott, Arizona, September 28, 1966

The Board of Supervisors of Yavapai County, Arizona, met in special session Wednesday, September 28th, 1966, at 10:00 o'clock A. M.

Present: M. E. Rohrer, Chairman; John J. Pruitt, Member; Bert Owens, Member; and Alvin W. Jaspers, Assistant Clerk.

There was a motion by Supervisor Owens, seconded by Supervisor Pruitt, and unanimously carried, adopting a Resolution No. 95 of the County of Yavapai, Arizona, accepting a Grant offer of the United States of America through the Federal Aviation Agency in the maximum amount of \$45,054.00 to be used under Project No. 9-02-023-C702 in the development of the Bagdad Airport, Yavapai County, Arizona.

BE IT RESOLVED by the members of the Board of Supervisors of Yavapai County, Arizona as follows:

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SECTION 1. That the County of Yavapai shall accept the Grant Offer of the United States of America in the amount of \$45,054.00 for the purpose of obtaining Federal Aid under Project No. 9-02-023-C702 in the development of the Bagdad Airport; and

SECTION 2. That the Chairman of the Board of Supervisors of Yavapai County, Arizona is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer on behalf of the County of Yavapai, and the Assistant Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman of the Board of Supervisors and to impress the official seal of the County of Yavapai, Arizona on the aforesaid Acceptance; and "

GRANT AGREEMENT

Part 1 - Offer

Date of Offer: September 20, 1966
Re: Bagdad Airport
Project No. 9-02-023-C702
Contract No. FA66WE-1327

TO: The County of Yavapai (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 February 21, 1966, for a grant of Federal funds for a project for development of the Bagdad Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, is 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:

Extend landing strip (approx. 120' x 1,000'); pave runway (approx. 60' x 3,600'), taxiway (approx. 30' x 220') and apron (approx. 125' x 150') including tie-downs; mark runway and taxiway; install portion of perimeter fence (approx. 4,300 lin. ft.)

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, 61 per centum of said allowable project costs.

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 \$45,054.00.

2. The Sponsor shall:

(a) begin accomplishment of the Project within thirty 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 (14 CFR 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 September 30, 1966, 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.
 - (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 III, 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.

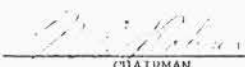
9. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 9 of Part III - Sponsor's Assurances of the Project Application dated February 21, 1966, and, therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any areas or rights without cost to the Federal Government under this Grant Agreement. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under prior Grant Agreements to furnish rent-free space for the activities specified in such Agreements.
10. It is understood and agreed by and between the parties hereto that Paragraph 7 of Part III of the Project Application, attached hereto and made a part hereof, is hereby amended by deleting therefrom the reference to Section A of FAA Technical Standard Order N18 and Advisory Circular (AC) No. 150/5300-1 and substituting in lieu thereof, Section 77.23 as applied to Section 77.27, Part 77, of the Federal Aviation Regulations.
11. It is hereby understood and agreed that the Sponsor will acquire within two (2) years of the date of acceptance of this Grant Agreement fee simple title, or such lesser property interests as may be satisfactory to the FAA, in and to that portion of the northeast clear zone of runway 5-23, as shown on the property map attached hereto and identified as Exhibit "A", as is required to provide a 20:1 obstruction slope to reach a height of 50' above the elevation of the northeast end of runway 5-23; said portion of the northeast clear zone is identified as Parcel "C" on said Exhibit "A".

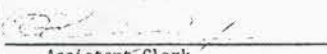
The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport 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.

By: /s/ JOHN H. HILTON
Area Manager, Los Angeles Area Office

It was unanimously agreed to approve a paternity agreement as presented to the Board.
No further business appearing to come before the Board the meeting adjourned.


CHAIRMAN

ST:

Assistant Clerk