



# GRANT AGREEMENT

# COPY

U. S. Department  
of Transportation  
Federal Aviation  
Administration

Date of Offer: April 25, 2008

Project Number: 3-12-0028-024-2008

Recipient: Gainesville-Alachua County Airport Authority and  
The City of Gainesville (Herein called Sponsor)

Airport: Gainesville Regional Airport

### OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety-five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

“Renovate and rehabilitate a portion of the terminal building (construction only) – Phase 2B.”

as more particularly described in the Project Application dated April 4, 2008.

The maximum obligation of the United States payable under this Offer shall be \$1,250,950 for airport development.

This offer is made in accordance with and for the purpose of carrying out the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 of the United States Code, constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

  
Acting Manager, Airports District Office

### ACCEPTANCE \*

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document “Terms and Conditions of Accepting Airport Improvement Program Grants” dated March 29, 2005.

Executed this 22 day of May, 2008

Gainesville-Alachua County Regional

(Seal)

Name of Sponsor


Airport Authority

Attest

Grants and Contracts

Signature of Sponsor's Designated Official Representative

Title

  
Administrator

  
Chief Executive Officer

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, Donald W. Stanley, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney 

Date 5-25-08

\* 

Notary



# COPY

ACCEPTANCE (CITY)

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated March 29, 2005.

Executed this 16 day of June, 2008  
(Seal)

\_\_\_\_\_  
Name of Sponsor

Attest 

\_\_\_\_\_  
Signature of Sponsor's Designated Official Representative

Clerk of the Commission  
Title

Mayor  
Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, Acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are not legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof. (SEE EXCEPTION BELOW)

\_\_\_\_\_  
Signature of Sponsor's Attorney

\_\_\_\_\_  
Date

The ALP incorrectly includes parcel K (the gumroot swamp) on the ALP because there were no federal funds involved in the acquisition of the property, and the note to parcel K incorrectly refers to it being acquired under FDOT grant W.P.I. # 2820773, because according to the FDOT there is no evidence of an executed Joint Participation Agreement for W.P.I, # 2820773.



## Letter of Transmittal

Date of Document Transfer: June 12, 2008  
Method of Transfer: HAND DELIVERY  
Transmittal Number: 08-026

To: Pegeen Hanrahan  
Mayor, City of Gainesville  
200 East University Avenue  
Gainesville FL, 32601

From: Lynn Noffsinger  
Grants and Contracts Administrator  
Gainesville Regional Airport  
3880 NE 39th Ave, Ste A  
Gainesville, FL 32609

### ACTION REQUESTED:

- Please Execute and Forward to the City Attorney for Execution
- Information as Requested
- Please Review and Comment
- Please Review and Forward for Signature
- For Your Files
- Please contact me when execution is complete.

### ITEMS:

\* AIP 24 3-12-0028-025-2008 Rehabilitate Taxiway A-1 and B Grant Agreement. One original and three copies.

Mayor Hanrahan,

We are requesting your signature in execution of the Grant Agreement for AIP 3-12-0028-025-2008. Attached please find one original and three copies of the Agreement. All four documents must be signed by you, notarized and sealed as indicated.

Once executed, we ask that you forward all four copies to the City Attorney to complete the execution process. You will note on the cover letter from the FAA that the deadline for return of the Agreement is June 18.

Please ask the City Attorney to notify me when the execution process is complete. We will pick up the documents for forwarding to the FAA. One copy should be retained for your files.

Please retain one COPY for your files. The FAA requires the original and one copy be returned to them.

Thank you for your assistance.

Yours truly,  
Lynn Noffsinger

Thank you,

COPIES: Devonias Andrew, File

**Lillie, Cecile F.**

---

**From:** Hauck, Charles L.  
**Sent:** Friday, June 13, 2008 8:37 AM  
**To:** Lillie, Cecile F.  
**Subject:** FW: Airport grant

fyi

---

**From:** Hauck, Charles L.  
**Sent:** Friday, June 13, 2008 8:30 AM  
**To:** 'Allan Penksa'  
**Cc:** Radson, Marion J.; Lannon, Kurt M.  
**Subject:** Airport grant

We have 4 originally executed grant agreements for the terminal rehab and none for the taxiway b rehab or the part 150 study.

The City Attorney will add the disclaimer regarding the gumroot swamp area to each of the terminal rehab grant agreement sponsor atty's certificate, send the 4 documents to the Clerk's office for the Clerk to get the Mayor to execute each, have the Clerk then return the 4 agreements to the City Attorney for him to execute, as you have instructed, and our office will call you when that is done for you to pick them up.

Charles L. Hauck  
Sr. Asst. City Attorney  
City of Gainesville  
Phone: (352) 334-5011  
Fax: (352) 334-2229  
[hauckcl@cityofgainesville.org](mailto:hauckcl@cityofgainesville.org)

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

NOTICE: This message is intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error, then delete it. Thank you.

6/13/2008



## Letter of Transmittal

Date of Document Transfer: June 12, 2008  
Method of Transfer: HAND DELIVERY  
Transmittal Number: 08-026

To: Pegeen Hanrahan  
Mayor, City of Gainesville  
200 East University Avenue  
Gainesville FL, 32601

From: Lynn Noffsinger  
Grants and Contracts Administrator  
Gainesville Regional Airport  
3880 NE 39th Ave, Ste A  
Gainesville, FL 32609

### ACTION REQUESTED:

- Please Execute and Forward to the City Attorney for Execution
- Information as Requested
- Please Review and Comment
- Please Review and Forward for Signature
- For Your Files
- Please contact me when execution is complete.

### ITEMS:

\* AIP 24 3-12-0028-025-2008 Rehabilitate Taxiway A-1 and B Grant Agreement. One original and three copies.

Mayor Hanrahan,

We are requesting your signature in execution of the Grant Agreement for AIP 3-12-0028-025-2008. Attached please find one original and three copies of the Agreement. All four documents must be signed by you, notarized and sealed as indicated.

Once executed, we ask that you forward all four copies to the City Attorney to complete the execution process. You will note on the cover letter from the FAA that the deadline for return of the Agreement is June 18.

Please ask the City Attorney to notify me when the execution process is complete. We will pick up the documents for forwarding to the FAA. One copy should be retained for your files.

Please retain one COPY for your files. The FAA requires the original and one copy be returned to them.

Thank you for your assistance.

Yours truly,  
Lynn Noffsinger

Thank you,

**COPY**

COPIES: Devonian Andrew, File