

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF GRIFFIN, SPALDING COUNTY, THE GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY, AND
THE FEDERAL AVIATION ADMINISTRATION
FOR REPLACING THE GRIFFIN-SPALDING COUNTY AIRPORT**

This Memorandum of Agreement (Agreement) dated as of [DATE], is entered into between the City of Griffin, Georgia (City), Spalding County (County), the Griffin-Spalding County Airport Authority (Authority), and the Federal Aviation Administration (FAA) and sets out the agreement, commitments, and obligations of the parties hereto.

WHEREAS, the City, County, and Authority own and operate the Griffin-Spalding County Airport (Airport), Griffin, Georgia, which was originally constructed in 1939;

WHEREAS, Airport has approximately 110-based aircraft and a single runway, Runway 14-32, 3701' x 75', with 200' displacements on each end;

WHEREAS, Airport has received \$3,416,820.00 in Federal financial assistance for various airport improvements over the years;

WHEREAS, the current runway length and airport design are insufficient to support the community's current and prospective aviation needs;

WHEREAS, Airport is geographically constrained by residential and commercial development including a shopping mall, U.S. Business 41, and a railroad, and is therefore not suitable for expansion;

WHEREAS, the City, County, and Authority support the construction of a replacement airport in order to enhance civil aviation through improvements to safety, better efficiency, and increased capacity and to better meet the aviation needs of the community;

WHEREAS, in 1973 and 1989 the FAA funded studies to facilitate the relocation of the existing airport to achieve these goals but refused to fund later studies because the sponsor decided not to proceed with the acquisition and construction of the replacement airport;

WHEREAS, the City, County, and Authority again propose to construct a replacement airport using local funds, Airport Improvement Program (AIP) grants, and state matching funds;

WHEREAS, the City, County, and Authority initiated a site selection study for a new airport location and conducted an environmental assessment of the project at their own expense;

WHEREAS, in 2013, the FAA's Atlanta Airports District Office (ADO) issued a Finding of No Significant Impact/Record of Decision resulting from the environmental assessment for the replacement airport;

WHEREAS, the City, County, and Authority propose to relocate all airport operations to the new facility once constructed and open for public use. The City, County, and Authority will then initiate a request to transfer all obligations to the replacement airport and seek the Associate Administrator's approval to close the Airport; and

WHEREAS, the parties desire hereby to memorialize their roles in the progress and completion of the replacement airport project;

NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT is entered into for and in consideration of the mutual covenants and agreements set forth herein, the benefits accruing to the City, County, Authority, and the FAA, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties hereto covenant and agree that:

1. The acceptance of this agreement does not convey any obligation on the part of the FAA to commit Federal funding for the design and construction of the replacement airport. However, the FAA is prepared to consider the City, County, and Authority's request for Federal funding for the design and construction of the replacement airport under certain conditions set forth below.
2. The FAA will recognize the City, County, and Authority's initial investment of approximately \$6 million dollars of local funds as substantial local commitment in order for FAA to consider programming federal funds for the replacement airport, if, and to the extent, current law and funding allows.
3. Upon acceptance of this agreement, the City, County, and Authority affirms its obligation to provide its 10% local matching share for Airport Improvement Program (AIP) grants associated with the design and construction of the replacement airport.
4. The City, County, and Authority shall appraise the Airport property and the replacement airport property within six months prior to their request to close the Airport in accordance with applicable FAA policy. The total contribution by the City, County, and Authority to the replacement airport must be no less than the appraised value of the Airport.
5. Upon the opening of the replacement airport, the City, County, and Authority will submit a request to FAA to transfer all federal obligations associated with the Airport and the Airport property to the replacement airport in order to facilitate the disposal and sale of the Airport.
6. By acceptance of this agreement, the City, County, and Authority acknowledge and certify their continuing commitment to comply with all of their Federal grant obligations at the Airport, as well as the replacement airport. Failure to comply with the Federal grant obligations may result in the suspension or termination of Federal financial assistance. With respect to the replacement airport, the City, County, and Authority also specifically affirm that:
 - a. The replacement airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. They will not cause or permit any activity or action thereon which would interfere with the use of the replacement airport for airport purposes.
 - b. They will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the replacement airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking or lighting, or otherwise

mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

c. They will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the replacement airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

d. they recognize and acknowledge that compliance with these obligations, and others, may require annual financial commitments by the City, County, and Authority which are beyond the City, County, and Authority's local matching share for AIP grants and irrespective of any Federal financial assistance.

7. The City, County, and Authority are responsible for addressing interests or rights of existing tenants. The tenants' potential relocation costs are the sole responsibility of the City, County, and Authority and/or tenant. These costs are not AIP eligible.

8. In accordance with FAA Order 5050.4B, the City, County, and Authority must complete an environmental review of the Airport property prior to its closure and disposal. The cost of the environmental review for the Airport property is not AIP eligible.

9. The City, County, and Authority will close the Airport upon commencement of service at the replacement airport; the City, County, and Authority agree that the Airport property can never be used as an airport, public or private. Documents will be provided to the FAA by the City, County, and Authority to ensure this condition, such as a deed restriction.

10. Once this MOA is signed by all parties, and the replacement airport project has begun, the City, County, and Authority are required to complete the construction of the replacement airport with or without Federal financial assistance. The City, County, and Authority's failure to comply with this requirement will necessitate a refund of any Federal funds expended for the design and/or construction of the replacement airport to that date. This requirement shall remain in effect even if Federal financial assistance is suspended or terminated for violations of the City, County, and Authority's Federal grant obligations.

11. The FAA will issue a notice in the Federal Register not less than 30 days prior to closure of the Airport announcing the closure of the Airport.

12. The City, County, and Authority must provide the FAA with an Exhibit A property map and a copy of the deed to the replacement airport property demonstrating ownership of an acreage valued at no less than \$6 million dollars in fee simple title prior to being considered for any grant of Federal assistance for the replacement airport.

13. The City, County, and Authority must obtain FAA approval of the Airport Layout Plan (ALP) for the replacement airport and complete all appropriate environmental reviews prior to receiving any grant of Federal assistance for the replacement airport.

TERMS OF AGREEMENT

This Agreement shall become effective immediately upon execution by the City, County, Authority, and the FAA.

FEDERAL AVAITION ADMINISTRATION

Winsome Lenfert
Manager, FAA Southern Region Airports Division

Date

CITY OF GRIFFIN

Ryan McLemore
Mayor, City of Griffin

Date

SPALDING COUNTY

Samuel Chipper Gardner
Chairman, Board of Commissioners

Date

GRIFFIN-SPALDING AIRPORT AUTHORITY

Dick Morrow
Chairman, Airport Authority

Date