

MAY 21, 1959

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Pursuant to a call by the Mayor the City Council met in Special Session in the Mayor's Chambers on May 21, 1959 at 3:00 P.M. for the purpose of opening sealed bids on a comprehensive general-automobile liability insurance policy for the City, as well as any other business which might properly be presented. There were present at said Meeting: Mayor W. J. O'Bryant; Councilmen Foote, Petersen, Johnson, Creek. Also present: Roy C. Barnes, City Clerk; Farrell Metcalf, Chad K. Anderson of Metcalf-Anderson Insurance Agency.

The Mayor announced that this was the time and the place for the opening of sealed bids on a comprehensive general-automobile liability insurance policy for the City and instructed the City Clerk to proceed. Only one bid was presented from the Metcalf-Anderson Agency as follows:

\$9,171.00 Annual Premium

It was moved by Councilman Johnson, seconded by Foote, that this bid be accepted. Roll call as follows: Ayes, 4; No, None; carried.

Councilman Creek reported that School District No. 91 plans on Friday, May 22<sup>nd</sup>, to sell at auction an area between West 15<sup>th</sup> and West 16<sup>th</sup> bordered by Crow Creek. It was his feelings that this might or might not be good property for a city park but at least he entertained discussion pertaining to the matter with emphasis on what might be worked out between the City and the School District with regard to a cooperative joint agreement. Poitevin Park was mentioned as a so called bargaining asset. Councilman Petersen did not feel that the City should even consider relinquishing title to Poitevin Park but could see the possibilities of a lease agreement making said park available to the School District. Councilman Creek volunteered, and the Council consented to contact the School Board in hopes of convincing them that sale of the first mentioned property should be delayed pending a joint agreement to determine if a mutually profitable program could not be worked out.

Chief of Police Putnam appeared before the Council. Councilman Johnson drew the Councilmen's attention to the Civil Service hearing held this day pertaining to Officer Holverson. In view of the evidence presented, he suggested certain disciplinary action to the Chief with recommendation and to this the Council concurred.

The Mayor then presented a problem which has arisen as a result of the police reorganization; namely, there now exists a program providing for seven police captains, whereas only four are needed. No action was taken.

The following Resolution was introduced by Councilman Johnson, read in full and considered, and unanimously adopted:

**(Resolution No. 1959-09)**

RESOLUTION ACCEPTING, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT RECEIVED FROM THE ADMINISTRATOR, FEDERAL AVIATION AGENCY, UNITED STATES OF AMERICA, BEING PROJECT NO. 9-10-060-08, AND CONTRACT FOR APRON, ACCESS ROAD, AND RELATED FACILITIES AT FANNING FIELD FOR THE DEVELOPMENT OF THE FANNING FIELD AIRPORT, IDAHO FALLS, IDAHO.

Be it resolved by the City Council of the City of Idaho Falls, Idaho.

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**Section 1.** That the City of Idaho Falls, Idaho, by and through its City Council, shall enter into a Grant Agreement for the purpose of obtaining Federal Aid in the development of the Fanning Field Airport and that such agreement shall be as set forth below.

**Section 2.** That the Mayor be, and he is hereby authorized and directed, to execute said Grant Agreement in quintuplet on behalf on the City of Idaho Falls, and the City Clerk is hereby authorized and directed to impress the Official Seal of the City of Idaho Falls, Idaho, thereon and to attest said execution.

**Section 3.** That all statements, representations, warranties, covenants, and agreements contained in the Project Application for Federal Aid in the development of the Fanning Field Airport are hereby specifically ratified and adopted.

**Section 4.** That the Grant Agreement referred to hereinabove shall be as follows:

**DEPARTMENT OF COMMERCE**  
**Civil Aeronautics Administration**  
**Washington 25**

**GRANT AGREEMENT**  
**Part 1 - Offer**

Date of Offer - May 14, 1959  
Idaho Falls Municipal Airport  
Project No. 9-10-060-5908  
Contract No. FA4-194

TO: The City of Idaho Falls, Idaho  
(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 January 19, 1959 for a grant of Federal Funds for a project for development of the Idaho Falls 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 for the Airport (herein called the "Project") consisting of the following described airport development:

Construct terminal apron (approximately 1450' X 325') including three connecting taxiways (approximately 50' X 170' each), three auto parking area (approximately 250' X 60', 300' X 40', and 340' C 60') including

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connecting roads, curbs and gutters; construct entrance road (approximately 3000' X 36'); install flood lighting system terminal building and apron area, fencing; construct sidewalk terminal building area.

(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 9-10-060-901, -202, -203, -504, -0605, -0606, and -5907),

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, 79<sup>th</sup> 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, 55.74 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 \$150,390.00
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 there under 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 maximum amounts of building space which the Sponsor shall be obligated to furnish civil agencies of the United States under Paragraph 9 of Part III of the Project Application shall be as set forth in the schedule attached to the Grant Agreement for Project No. 9-01-060-5907, which said schedule is incorporated herein, and made a part hereof by reference.

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5. Any misrepresentation or omission of a material fact by the Sponsor concerning the Project of 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 "Administration", "Department of Commerce", "CAA", or "Section 303 of the Civil Aeronautic 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.

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

### **Part II - Acceptance**

The City of Idaho Falls, Idaho 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 \_\_\_\_\_.

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THE CITY OF IDAHO FALLS, IDAHO  
Name of Sponsor

Title: s/ W. J. O'Bryant  
MAYOR

(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 Idaho Falls relating thereto, and find that the Acceptance thereof by said City of Idaho Falls 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 Idaho, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the City of Idaho Falls, Idaho in accordance with the terms thereof.

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

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

CLERK'S CERTIFICATE

STATE OF IDAHO )

COUNTY OF BONNEVILLE ) ss.

CITY OF IDAHO FALLS )

I, Roy C. Barnes, City Clerk of Idaho Falls, Idaho do hereby certify that the attached extract from the minutes of a (Special) Meeting of the City Council of Idaho Falls, Idaho, held on May 21, 1959, is a true and correct copy of the original minutes insofar as they relate to the matters set forth, and I do further certify that the copy of that Resolution passed at such meeting is a true and correct copy thereof.

In testimony whereof, I have hereunto set my hand and the seal of Idaho Falls, this 21<sup>st</sup> day of May, 1959.

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(SEAL)

s/ ROY C. BARNES  
CITY CLERK

There being no further business, it was moved by Councilman Johnson, seconded by Petersen that the Council adjourn; carried.

ATTEST: s/ Roy C. Barnes  
CITY CLERK

s/ W. J. O'Bryant  
MAYOR

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