

FEBRUARY 21, 1955

The City Council of the City of Idaho Falls, Idaho, met in Recessed Session, February 21, 1955, at 8 P.M. in the Council Chambers at Idaho Falls, Idaho. Present: E. W. Fanning, Mayor; Councilmen Foote, Petersen and Freeman; Absent, Rogers. Also present: S. R. Rostad, City Clerk and A. L. Smith, City Attorney.

Mr. Kenneth Perry, Great Falls, Mont., Regional CAA Representative, appeared before the Council, relative to obtaining Federal Aid for the development of the Idaho Falls Municipal Airport. The following Resolution was presented:

RESOLUTION (Resolution No. 1955-06)

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF IDAHO FALLS:

Section I. That the City of Idaho Falls shall accept the grant offer of the United States of America for the purpose of obtaining Federal Aid for the development of the Idaho Falls Municipal Airport at Idaho Falls, Idaho, being Project #9-10-060-504 and Contract No. C-4CA-3145-A.

Section II. That the Mayor of the City of Idaho Falls be, and he is, hereby authorized and directed to sign the said Grant Offer on behalf of the City of Idaho Falls, and the City Clerk be, and he is, hereby authorized and directed to attest the signatures of the Mayor and impress the official seal of the City of Idaho Falls on the aforementioned Grant Offer.

Section III. That the City Council hereby specifically adopts and ratifies all statements, representations, warranties, covenants, and agreements contained in the project application.

Section IV. An exact copy of the Grant Offer referred to herein above is appended hereto and made a part hereof.

Passed by the Council and approved by the Mayor this 21st day of February, 1955.

ATTEST: s/ S. R. Rostad
City Clerk

s/ E. W. Fanning
Mayor

It was moved by Councilman Foote and seconded by Freeman, that the above Resolution be adopted and passed. Roll call resulted as follows: Yes, Councilmen Freeman, Foote and Petersen; No, none; Motion carried.

GRANT AGREEMENT
PART I - OFFER

FEBRUARY 21, 1955

Date of offer February 10, 1955
Idaho Falls Municipal Airport
Project No. 9-10-060-504
Contract No. C4CA-3145-A

TO: The City of Idaho Falls, Idaho
(herein referred to as "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 November 19, 1954, 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 of the Airport (herein called the "Project" consisting of the following described Airport development;

Land acquisition for extension of NE/SW instrument runway to 150' X 6600'. (The Airport development to be accomplished herein described is in addition to those contemplated under the Grant Agreements by the Sponsor and the United States for Projects 9-10-060-901, 9-10-060-202, and 9-10-060-203.)

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 (60 Stat. 170; Pub. Law 377, 79th 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 the costs incurred in accomplishing the Project, 56.27 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 \$77,000.00.
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, if and when a suitable building or buildings are erected on the Airport property, for the purpose and on the terms and conditions stated in Paragraph 9 of Part III of the Project Application, shall be as set forth in the attached schedule of maximum space requirements which is incorporated herein and made a part hereof. This provision shall not effect the status of existing space occupied at the Airport.
 5. Any misrepresentation or omission of a material fact by the Sponsor concerning the Project or 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 hereby understood and agreed by and between the parties hereto that the United States will not make or be obligated to make any payments under this Grant Agreement until the Sponsor has submitted evidence satisfactory to the Administrator that it has acquired the land identified by cross-hatching on Exhibit "A" attached to the Projects Application incorporated herein, subject to re-liens, encumbrances, reservations, or exceptions which, in the opinion of the Administrator, would create an undue risk of interference with the accomplishment of the Project.

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

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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
THE ADMINISTRATOR OF
CIVIL AERONAUTICS
s/ _____
Regional Administrator,
Region IV (LA)

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 21st day of February, 1955

THE CITY OF IDAHO FALLS
(Name of Sponsor)
By: s/ E. W. Fanning
Title: Mayor

SEAL
ATTEST: s/ S. R. Rostad
Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, A. L. Smith, acting as Attorney for the City of Idaho Falls 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 in accordance with the terms thereof.

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Dated at Idaho Falls, Idaho this 21st day of February, 1955.

s/ A. L. Smith
Title: City Attorney

SCHEDULE OF MAXIMUM SPACE REQUIREMENTS
CAA Activities and Equipment

INSACS

Operating Room	400 Sq. Ft.
Chief Communicators Office	120 Sq. Ft.
Storage	80 Sq. Ft.
Equipment Room	400 Sq. Ft.

U. S. WEATHER BUREAU

	<u>Office Space</u>	<u>Storage Space</u>
Office of Official in Charge	150 Sq. Ft.	None
Observatory for Hourly Airway Observations	252 Sq. Ft.	108 Sq. Ft.
Meteorological Aviation Briefing Office	196 Sq. Ft.	100 Sq. Ft.
Pibal Observations	56 Sq. Ft.	75 Sq. Ft.

It was moved by Councilman Foote and seconded by Freeman, that the Mayor and City Attorney start negotiations with Charles Reed and Andrew Newman, to purchase the two 80 acre farms or parcels of land, at the highest appraised value of the land. Roll call resulted as follows: Yes, Councilmen Petersen, Freeman and Foote; No, None; Motion carried.

It was moved by Councilman Petersen and seconded by Foote, that the Council adjourn; Carried.

ATTEST: s/ S. R. Rostad
CITY CLERK

s/ E. W. Fanning
MAYOR
