

Grand Junction, Colorado

May 25, 1949

The City Council of the City of Grand Junction, Colorado met in special session at 5:00 o'clock P. M. Councilmen present and answering at roll call were: Harper, Carson, Dufford, Colescott, Martin, Hanson and President Hoisington. Also present were City Manager Moore, and City Attorney Banks. City Clerk Tomlinson was absent. Mrs. Beth Woolverton acted as City Clerk.

It was regularly moved, seconded and carried that the twenty-four hour Notice of Meeting be waived.

This meeting was called for the purpose of passing a Resolution formally accepting the grant of \$65,500.00 in C.A.A. funds for building the new Walker Field terminal building.

The following Resolution was presented and read;

RESOLUTION

WHEREAS the United States of America, acting through the Administrator of Civil Aeronautics, has approved Walker Field Airport Project No. 9-05-004-901, for the construction of an Administration Building with sewage disposal system and accessory facilities; and

WHEREAS The said Administrator of Civil Aeronautics has submitted to the City of Grand Junction, Colorado, an offer dated May 16, 1949, to pay the United States' share of the allowable costs for the said project, which said offer provides that the United States shall pay 53.33 per centum of all allowable project costs, not to exceed a maximum of Sixty-Five Thousand Five Hundred Dollars (\$65,500.00) to be paid by the United States; that the City of Grand Junction shall accept conveyance from the United States of America, acting by and through the Department of the Interior, of a fee simple title to the tracts described as Tract 14 and Tract 15 on Exhibit "A" attached to the project application, and will take all necessary action to effect such a conveyance; that the city will begin the accomplishment of the project within a reasonable time and will complete the project in accordance with the terms of the offer; and that the City will operate and maintain the Airport as provided in the project application; and

WHEREAS the terms of the said offer are satisfactory to the City Council and it is of their opinion that the said offer should be accepted as attached hereto on Form ACA-1632 (Rev. 3-48)

DEPARTMENT OF COMMERCE

CIVIL AERONAUTICS ADMINISTRATION

WASHINGTON 25

GRANT AGREEMENT

Part I - Offer

Date of Offer May 16, 1949

Walker Field Airport

Project No. 9-05-004-901

TO: City of Grand Junction, Colorado (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 March 3, 1949 for a grant of Federal funds for a project for development of the Walker Field 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:

Construction of administration building with sewage disposal system and accessory facilities, all as more particularly described in the survey 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, 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 costs incurred in accomplishing the project, 53.33, 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 \$65,500.00.

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 thereunder 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 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. 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.

5. The Administrator reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

6. 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.

7. The sponsor hereby covenants and agrees to accept conveyance from the United States, acting by and through the Department of Interior, of a fee simple title, satisfactory to the Administrator, in the land described in the aforesaid project application and delineated as Tract 14 and Tract 15 on Exhibit "A" thereof; that the Sponsor will take all action necessary on its part to effect such conveyance promptly; and that the relinquishment by the sponsor of its present leases upon the said premises will be made effective concurrent with but not prior to its acceptance of the aforesaid conveyance from the United States.

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

THE ADMINISTRATOR OF CIVIL AERONAUTICS

By

Regional Administrator, Region Five

Part II - Acceptance

The City of Grand Junction, Colo. 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.

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

By

(SEAL)

Title

Attest:

Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for City of Grand Junction, Colo. do hereby certify:

That I have examined the foregoing Grant Agreement and the proceeding taken by said City of Grand Junction, Colo. relating thereto, and find that the Acceptance thereof by said City of Grand Junction, Colo. 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 Colorado, and further that, in my opinion, said Grant Agreement constitutes

a legal and binding obligation of the City of Grand Junction, Colo. in accordance with the terms thereof.

Dated at this day of 19.

Title

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City of Grand Junction, Colorado, does hereby ratify and adopt all statements, representations, warranties, covenants and agreements contained in the project application and the incorporated materials referred to in the offer dated May 16, 1949, made by the United States of America, acting through the Administrator of Civil Aeronautics, being Project No. 9-05-004-901; that the said City does hereby accept the said offer and by such acceptance agrees to all of the terms and conditions thereof; and that FRANK A. HOISINGTON as President of the City Council shall be and he is hereby authorized to sign the acceptance of the said offer on the part of the City and that the City Manager shall attest the signing of the acceptance and shall affix thereto the seal of the City of Grand Junction, Colorado.

Passed and adopted this 25th day of May, 1949.

ATTEST:

City Manager

President of the Council

It was moved by Councilman Carson and seconded by Councilman Dufford that the resolution be passed and adopted as read. Roll was called on the motion with all members of the Council voting AYE. The President declared the motion carried.

Mr. Moore reported that Mr. Santy of Santy's Cafe was desirous of obtaining permission to erect a sign on the bleachers at Lincoln Park reserving space for Santy's Knot Hole Club for the soft ball games. It was stated that Mr. Santy buys 100 tickets each night for these boys and wanted a space reserved for them with the sign saying "Santy's Knot Hole Club." City Ordinance No. 221, states that no signs or advertising of any description can be placed in any City Park. After considerable discussion, a motion was made by Councilman Harper and seconded by Councilman Carson that Mr. Santy be given permission to put up a small sign saying "Knot Hole Club," without any advertising on it and for the present season only. Roll was called on the motion with the following results: Councilmen voting AYE; Harper, Carson, Martin and Hoisington. Those Councilmen voting NAY; Dufford, Hanson & Colescott. The President declared the motion carried.

Mr. Harper reported on the State Health Meeting held in Pueblo, May 23 and 24th.

It was moved by Councilman Carson and seconded by Councilman Martin that the meeting adjourn. Motion carried.

/s/ Mrs. Beth Woolverton
Acting City Clerk