



CITY OF
REXBURG
America's Family Community

Resolution 1993-11

IDAHO TRANSPORTATION DEPARTMENT

DIVISION OF AERONAUTICS

GRANT AGREEMENT

TO: City of Rexburg (Hereinafter referred to as the “SPONSOR”)

FROM: That State of Idaho actin through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS, hereinafter referred to as the “STATE”.

WHEREAS, the SPONSOR has submitted to the STATE for subvention of the Idaho Airport Aid Program for (planning, acquisition, and/or development) of the Rexburg-Madison County Airport, together with the planning proposal or plans and specifications for such project, which project application has been approved by the STATE and is hereby incorporated herein and made a part thereof;

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Number 3-16-0031-04

Project Description: Matching funds for FAA project no. 3-16-0031-04; includes – site selection, master plan, and environmental assessment.

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the uniform State Aeronautics Department Act of 1947, as amended 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 State of Idaho and Public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the STATE hereby agrees to pay as its allowable costs incurred in accomplishing the project, not more than five (5) percent of all allowable project costs.

This Grant is made on the following terms and conditions:

1. The maximum obligation of the STATE payable under this Grant shall be \$7,500.
2. The SPONSOR shall:
 - A. Certify the availability of at least \$7,500 to match STATE’S participation in said project. Diligently and expeditiously complete this project and likewise pursue

- appropriate measures as may be agree upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.
- B. Carry out and complete the project in accordance with in the plans and specifications and property map, incorporated herein, as they be revised or modified with the approval of the STATE.
 - C. All contracts for construction involved in this project shall be bid competitively in accordance with bidding procedures otherwise authorized for public entities.
 - D. In connection with the acquisition of real property for the project, the SPONSOR shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the STATE or except as otherwise directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from an agreement between the parties.
 - E. No STATE funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend an amount equal to the STATE'S participation, or the amount designed in Paragraph (A) above, which amount will be used solely for the project in question.
 - F. The SPONSOR agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all state of Idaho money expended in behalf of the project to the State of Idaho.
3. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible for consideration as to allow ability.
 4. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
 5. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on or before June 30, 1993 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid, the following inspection schedule and reporting system will be required:

6. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On projects taking less than three (3) months, the SPONSOR will be required to make reports and be inspected on the following schedule:

- A. SPONSOR report project commencement date.

- B. SPONSOR report project completion date and request final inspection.
- C. STATE will make final inspection and sign off project as completed.
- D. STATE will arrange for audit of account in accordance with regularly scheduled audit program.

Projects taking over three (3) months will be set upon a quarterly inspection and progress report system. The SPONSOR will be required to make reports and be inspected on the following schedule:

- A. Report project commence date.
- B. SPONSOR will make a three (3) month progress report. This will be a letter report giving percentage of project completed, funding expenditures to date, and short narrative of the project progress, problems encountered, and plans for project completion.
- C. STATE will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the SPONSOR.
- D. SPONSOR will make report of completion of project and request final inspection.
- E. STATE will make final inspection and sign-off project as completed.
- F. STATE will arrange for audit of account in accordance with regularly scheduled audit program.

The SPONSOR'S acceptance of this offer and ratifications 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 allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR 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 (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: William S. Cooper, Administrator

ACCEPTANCE

THE SPONSOR 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 14 day of June, 1993

By: Nile Boyle, Mayor

The following Resolution was introduced by Councilman Nyle Fullmer, read in full, considered and adopted:

RESOLUTION NO. ___ OF THE CITY OF REXBURG, IDAHO ACCEPTING THE GRANT OFFER OF THE STATE OF IDAHO THROUGH THE IDAHO TRANSPORTATIO DEPARTMENT, DIVISION OF AERONAUTICS, IN THE MAXIMUM AMOUNT OF \$7,500 TO BE USED UNDER THE AIRPORT DEVELOPMENT OF THE REXBURG-MADISON COUNTY AIRPORT; AND

Be it Resolved by the Mayor and Council of the City of Rexburg, Idaho (herein referred to as the "CITY" as follows:

Sec. 1. That the CITY, shall accept the Grant Offer of the State of Idaho in the amount of \$7,500, for the purpose of obtaining State Aid under Project No. 3-16-0031-04, in the development of the Rexburg-Madison County Airport; and

Sec. 2. That the Mayor of the City is hereby authorized and directed to sign the statement of acceptance of said Grant Offer (entitled Part II-Acceptance) on behalf of the CITY and the CITY Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the CITY on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Offer referred to herein is attached hereto and made a part thereof.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR THIS 16th DAY OF June, 1993,

Nile Boyle, Mayor

ATTEST:

Rose Bagley, Clerk

CERTIFICATE

I, Rose Bagley, CITY Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 93.11 adopted at a regular meeting of the Council held on the 16th day of June, 1993, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the CITY, this 16th day of June, 1993.

Rose Bagley, Clerk