CITY RESOLUTION

EXTRACT FROM THE MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF REXBURG, IDAHO
HELD ON January 07th, 2003/4.

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

RESOLUTION NO. 2004-01 OF CITY OF REXBURG, IDAHO ACCEPTING THE GRANT OFFER OF THE STATE OF IDAHO THROUGH THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS, IN THE MAXIMUM AMOUNT OF $8,333.00 TO BE USED UNDER THE IDAHO AIRPORT AID PROGRAM PROJECT NO. 3-16-0031-NPE3 and W/A # F038170 IN THE 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 $8,333.00 for the purpose of obtaining State Aid under Project No. 3-16-0031-NPE3, 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. 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 be attached hereto and made a part thereof.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR THIS 7th DAY OF January, 2003. 2004.

Bruce Sutherland, Mayor

ATTEST:

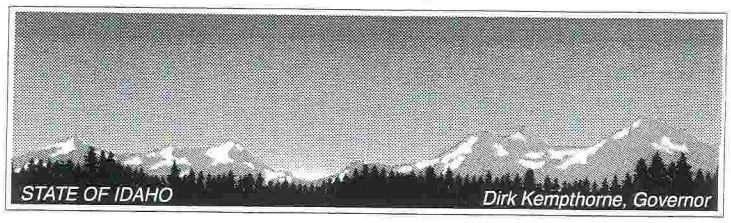
Blair Kay, City Clerk

CERTIFICATE

I, Blair Kay, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 2004-01 adopted at a regular meeting of the Council held on the 7th day of January, 2003, 2004, 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 7th day of January, 2003 2004.

Blair Kay

Blair Kay, City Clerk



TRANSPORTATION DEPARTMENT
AERONAUTICS • P.O. BOX 7129 • BOISE, ID • 83707-1129 • (208) 334-8775

October 28, 2003

Bruce Sutherland, Mayor
City of Rexburg
PO Box 280
Rexburg, ID 83440

Re: Idaho Airport Aid Program, Project Number 3-16-0031-NPE3

Dear Mayor,

Enclosed are two (2) copies each of the GRANT AGREEMENT and CITY RESOLUTION for the above referenced project. Please have the Council ratify both the Grant Agreement and the City Resolution, as Mayor please sign both copies of each, and have the Clerk attest to the resolution. Please retain one set for your local records and return one set to me. Please complete these actions by December 5, 2003, as highlighted on page 2 of the grant.

The purpose of this grant is to provide State match for the FY 2003 FAA Non-primary Entitlement funds earmarked for your airport. This grant allocates 5.0% of the total project cost to help you match the $ 150,000.00 in Non-primary Entitlement funds. Funds will be available under this grant upon acceptance of a FAA-AIP federal grant. This grant will ensure that the State match is carried over or use in a subsequent Fiscal Year.

If early release of State funds will help expedite the project design, please let me know and an amendment to the grant can be issued to make this possible.

I look forward to working with the City on this project. If you have any questions call me at (208) 334-8784.

Sincerely,

William P. Statham

WILLIAM P. STATHAM
Airport Planning and Development Manager

cc: Sandra Simmons, FAA

IDAHO TRANSPORTATION DEPARTMENT
DIVISION OF AERONAUTICS

GRANT AGREEMENT

TO: CITY OF REXBURG, IDAHO
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Rexburg-Madison County Airport, together with the planning proposal or plans and specifications for the project. This 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-NPE3 and W/A # F038170

Project Description: Match for the FY 2003 Non-Primary Entitlement funds ($150,000.00).

NOW THEREFORE, for the purpose of carrying out the provisions of the Uniform State Aeronautics Department Act of 1947, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided. The STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than five (5) percent of all allowable project costs.

This Grant is made with the following terms and conditions:

1. The maximum obligation of the STATE payable under this Grant shall be $8,333.00.

2. The SPONSOR shall:

   A. Certify the availability of at least $8,334..00 to match STATE participation in said project. Diligently and expeditiously complete this project and likewise pursue appropriate measures as may be agreed 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 the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with 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 licensed appraisers. The SPONSOR shall not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from 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 at least the amount designed in Paragraph (A) above, solely for the project in question.

F. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project. The SPONSOR shall grant no exclusive use or operating agreements, 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.

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 SPONSOR on or before December 5, 2003 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. The SPONSOR will be required to make reports and be inspected on the following schedule:

A. SPONSOR shall report project commencement date.

B. SPONSOR shall make periodic progress reports as appropriate.

C. SPONSOR shall receive approval prior to any change in the scope of the project

D. SPONSOR shall report project completion date and request final inspection and payment.

E. STATE may make final inspection and shall sign off project as completed.

F. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

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. 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: _____
ROBERT J. MARTIN, Administrator

PART II - 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 7th day of January, 2004.

By: _____
Bruce Sutherland, Mayor
City of Rexburg, Idaho