

RESOLUTION No. 870

Adopted by The Sacramento City Council on date of

November 14, 1949

WHEREAS, the City of Sacramento is making improvements in the Water System at the Sacramento Municipal Airport; and

WHEREAS, the Department of Commerce, Civil Aeronautics Administration has by grant agreement dated October 4, 1949, offered to share in the costs of said project; and

WHEREAS, said offer reads in part as follows:

PART 1 - OFFER

Date of Offer October 4, 1949
Sacramento Municipal Airport
Project No. 9-04-063-902

TO: The City of Sacramento, California
(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 August 26, 1949 for a grant of Federal funds for a project for development of the Sacramento 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;

Drilling of deep water well, furnishing and installation of pump, pressure tank, and water distribution system. (The airport development to be accomplished, herein described, is in addition to that contemplated under the Grant Agreement between the sponsor and the United States for Project No. 9-04-063-901.)

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, 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, 54.14 per centum of all allowable projects costs, subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$16,454.00
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 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 for the purposes and on the terms and conditions stated in paragraph 10 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.
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.

SCHEDULE OF MAXIMUM SPACE REQUIREMENTS

CAA Activities and Equipment

Airway Communications Station		
Operating Room	400	Sq. Ft.
Chief Communicator's Office	120	Sq. Ft.
Storage Room	80	Sq. Ft.
Equipment Room	170	Sq. Ft.
Sub-total	<u>770</u>	

Airport Traffic Control Tower		
Control Room	196	Sq. Ft.
Chief Controller's Office	150	Sq. Ft.
Equipment Room	300	Sq. Ft.
Storage Room	50	Sq. Ft.
Engine Generator Room	100	Sq. Ft.
Sub-total	<u>796</u>	

Communications Maintenance Space		
Office	110	Sq. Ft.
Storage Room	50	Sq. Ft.
Sub-total	<u>160</u>	

Weather Bureau Activities and Equipment

Office of Official in Charge	150	Sq. Ft.
Observatory for hourly airway observations	252	Sq. Ft.
Meteorological aviation briefing office	196	Sq. Ft.
Pibal Observations Room	56	Sq. Ft.
Storage Room	283	Sq. Ft.
Sub-total	<u>937</u>	

Total 2663 Sq. Ft.

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 /s/ J. S. Marriott
Regional Administrator, Region VI

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the Mayor and City Clerk be, and they are hereby, authorized, empowered and directed to execute said Grant Agreement for and in behalf of the City of Sacramento.



H. S. Denton
CITY CLERK

Belle Coledge
MAYOR

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