

A special meeting of the City Council of the City of Charlotte, North Carolina, was held in the Council Chamber, City Hall, on Thursday, June 28, 1951, at 9 o'clock a.m., due notice having been given each Councilman in accordance with the provisions of the Charter.

Mayor pro tem Van Every presided, and Councilmen Albea, Baxter, Coddington, Dellinger and Jordan were present.

Absent: Mayor Shaw and Councilman Boyd.

INVOCATION.

The invocation was given by Mayor pro tem Philip L. Van Every.

PURPOSE OF MEETING.

Mayor pro tem Van Every stated that the meeting was called for the purpose of considering the advisability of adopting a resolution with respect to accepting a Federal Aid Grant of 50 percent with respect to the preparation of the site leading to the construction of a new administration building at Douglas Municipal Airport.

RESOLUTION ACCEPTING FEDERAL AID GRANT IN CONNECTION WITH THE CONSTRUCTION OF THE NEW ADMINISTRATION BUILDING AT DOUGLAS MUNICIPAL AIRPORT. PROJECT NO. 9-31-017-104. C2CA-5488)

The following Resolution was introduced by Councilman Coddington, read in full, considered and upon motion of Councilman Coddington, seconded by Councilman Dellinger, was unanimously adopted:

RESOLUTION ACCEPTING FEDERAL AID GRANT IN CONNECTION WITH THE CONSTRUCTION OF THE NEW ADMINISTRATION BUILDING AT DOUGLAS MUNICIPAL AIRPORT. PROJECT NO. 9-31-017-104. C2CA-5488

A resolution accepting the Grant Offer dated June 22, 1951 made by the Administrator of Civil Aeronautics on behalf of the United States of America to the City of Charlotte, North Carolina in the sum of not to exceed \$294,000.00, as an aid in the development of the Douglas Municipal Airport.

BE IT RESOLVED by the City Council of the City of Charlotte:

Section 1. That the City of Charlotte, N. C., hereby accepts on its own behalf, the offer of a grant of funds made by the Administrator of Civil Aeronautics on behalf of the United States of America dated June 22, 1951, to the City of Charlotte, North Carolina, in the sum, for the purposes and subject to the conditions set forth below.

Section 2. That P. L. Van Every the Mayor pro tem is hereby authorized and directed to execute the acceptance of the Grant Offer in sextuple on behalf of the City of Charlotte, N. C. and Lillian R. Hoffman, the City Clerk is hereby authorized and directed to impress the official seal of the City of Charlotte, North Carolina and to attest said execution.

Section 3. That the Grant Offer referred to herein above is as follows and when accepted shall constitute the Grant Agreement:

GRANT AGREEMENT

Part I. OFFER

C2CA-5488

Date of offer: June 22, 1951
Douglas Municipal Airport
Project No. 9-31-017-104TO: The City of Charlotte, North Carolina
(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 May 29, 1951, for a grant of Federal funds for a project for development of the Douglas 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:

Develop new terminal site by grading, draining and paving auto parking areas, entrance roads and extension to apron and taxiway system; strengthening portions of existing apron and access taxiway system; relocating and extending existing utilities; clearing; turfing; (The airport development to be accomplished, herein described, is in addition to that contemplated under the Grant Agreements between the Sponsor and the United States for Projects Nos. 9-31-017-901, 9-31-017-002 and 9-31-017-003.)

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 costs incurred in accomplishing the project 50 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 \$294,000.00.
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 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 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.
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.(a) It is hereby understood and agreed that the Sponsor will not advertise for bids, award any contract for construction, or commence any construction work in connection with the Project, and that no grant payment will be made under this Agreement until the final plans and specifications for the Project have been submitted to and approved by the Administrator, or his duly authorized representative.
- 8.(b) It is understood and agreed by the parties hereto that construction will not be commenced and the United States will not make, nor be obligated to make, any payments under this Grant Agreement until the Sponsor has submitted evidence satisfactory to the Administrator that it has property interests, satisfactory to the Administrator, in and to the lands described and identified as airport property on property map attached to the Project Application as Exhibit "A", subject to no liens, encumbrances, reservations or exceptions which, in the opinion of the Administrator, would be of such a nature as to create an undue risk of interference with the accomplishment of the Project or use and operation of the Airport.

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- J. W. Shipp
Acting Regional Administrator, Region II

SCHEDULE "A"

MAXIMUM FREE SPACE REQUIREMENTS

for

CIVIL AERONAUTICS ADMINISTRATION
U. S. WEATHER BUREAUDouglas Municipal Airport
Charlotte, North Carolina
Project No. 9-31-017-104CAA Communications Station

Operations Room	400 sq. ft.
Chief Communicator's Office	120 " "
Storage	80 " "
Equipment Room	200 " "
Telephone Equipment Room	100 " "
Maintenance Technician Office	110 " "
Maintenance Technician Storage	50 " "

CAA Air Traffic Control Tower

Control Room	256 " "
Chief Controller's Office	150 " "
Equipment Room	300 " "
Storage	80 " "

U. S. Weather Bureau

Office for Official in Charge	150 " "
Observations Office	252 " "
Work Room and Files	196 " "
Storage	208 " "

APPRECIATION EXPRESSED TO MR. JOSEPH NORWOOD, DISTRICT AIRPORT ENGINEER, C.A.A. FOR COOPERATION WITH CITY IN SECURING FEDERAL AID GRANT.

Upon motion of Councilman Baxter, seconded by Councilman Coddington, and unanimously carried, the Council expressed appreciation to Mr. Joseph Norwood, District Airport Engineer, Civil Aeronautics Administration, who was present, for his cooperation with the City in securing the Federal Aid Grant in connection with the construction of the new administration building at the Airport.

ADJOURNMENT.

Upon motion of Councilman Baxter, seconded by Councilman Jordan, and unanimously carried, the meeting was adjourned.

Lillian R. Hoffman
City Clerk