

MINUTES OF A SPECIAL MEETING
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
TUESDAY, JULY 30, 1957 - 2:00 P.M.

A Special Meeting of the Board of Regents of the University of Oklahoma was called for the purpose of adoption of a resolution for acceptance of a grant in the amount of \$90,000.00 for the purpose of reconstructing runways at the Max Westheimer Air Field.

In the absence of the President of the Board, Regent Joe McBride, Vice President, presided. Others present were: Regents W. D. Grisso, T. R. Benedum, Leonard Savage, Dave Morgan, and Glenn Northcutt.

Absent: Regent Quintin Little, President of the Board.

The following resolution was introduced:

RESOLUTION
ACCEPTING GRANT OFFER
AND APPROVING AND ENTERING INTO GRANT AGREEMENT

BE IT RESOLVED by the President and The Board of Regents of the University of Oklahoma, Norman, Oklahoma.

Section 1. That the President and The Board of Regents of the University of Oklahoma, Norman, Oklahoma, shall and they do hereby accept a Grant Offer of Federal funds as made by the Administrator of Civil Aeronautics, dated July 26, 1957, for the purposes therein set out; that said President and Board of Regents do hereby accept all the terms, conditions, and obligations therein and thereby imposed and by our acceptance of same do hereby ratify the Project Application, and do hereby acknowledge such instruments as constituting a solemn and binding agreement with the United States Government, for the purpose of obtaining Federal aid in the development of the Max Westheimer Field, and that such agreement shall be as set forth hereinbelow.

Section 2. That the President ^{of the University of Oklahoma and the President of} and The Board of Regents of the University of Oklahoma, Norman, Oklahoma, are hereby authorized and directed to evidence said University's agreement by affixing their signatures to such agreement, which is hereby executed in sextuplicate, and the Secretary of the Board of Regents is hereby authorized and directed to impress the official seal of the University of Oklahoma thereon and to attest said execution.

Section 3. That the Grant Agreement referred to hereinabove shall be as follows:

GRANT AGREEMENT

Part I - Offer

Date of Offer July 26, 1957
Max Westheimer Field
Project No. 9-34-042-5802

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TO: University of Oklahoma, Norman, Oklahoma (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 April 29, 1957 for a grant of Federal funds for a project for development of the Max Westheimer Field (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:

Reconstruct NE/SW runway 4300' x 100' with 50' stabilized shoulders. (The airport development to be accomplished, herein described, is in addition to that contemplated or accomplished under the Grant Agreement between the Sponsor and the United States for Project No. 9-34-042-901.)

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 costs incurred in accomplishing the project 50 percentum 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 \$90,000.00
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 Administrator having determined that no space in airport building will be required by any civil agency of the United States for the purposes set forth in paragraph 9 of Part III of the Project Application, the provisions of the said paragraph shall be deemed to be of no force or effect.
 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 mutually understood and agreed that the United States will not make final payment of the allowable costs of this project until the Sponsor has submitted satisfactory evidence that the airport approach areas, as defined in Technical Standard Order N-18 and Office of Airports Drawing No. 814, both dated April 26, 1950, have been protected by the adoption of a zoning ordinance and regulations or by securing aviation easements or otherwise prohibiting the creation, establishment, erection or construction in such areas of airport hazards to the extent provided for in such Drawing or approved by the Administrator as sufficient in the case of this particular airport. It is further mutually understood and agreed that if the approach areas shall have been protected by the acquisition of aviation easements or other interests in land, the assumption of this obligation shall not operate to bar inclusion of such acquisition in a subsequent project.

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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 II

Part II - Acceptance

The University of Oklahoma 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__.

BOARD OF REGENTS, UNIVERSITY OF OKLAHOMA

By _____

(SEAL)

Title _____

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for University of Oklahoma do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said University of Oklahoma relating thereto, and find that the Acceptance thereof by said University of Oklahoma 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 Oklahoma, and further, that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the University

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of Oklahoma in accordance with the terms thereof.

Dated at _____ this _____ day of _____ 19__.

Title _____

Passed and approved by a majority vote of the Board of Regents and approved by me this _____ day of _____, 1957.

President, Board of Regents
University of Oklahoma

ATTEST:

SECRETARY
(SEAL)

CERTIFICATE

I, _____, the duly qualified and acting Secretary of the Board of Regents, University of Oklahoma, do hereby certify that the attached from the minutes of a _____ meeting of the Board of Regents of said University of Oklahoma, held on _____, 1957, is a true and correct copy of the original minutes of said meeting on file and of record insofar as said original minutes relate to the matters set forth in said attached extract, and I do further certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of such Resolution adopted at said meeting and on file and of record in my office.

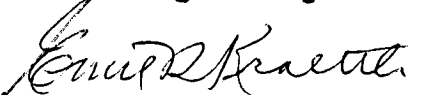
In testimony whereof, I have hereunto set my hand and seal of said Board of Regents, University of Oklahoma, Norman, Oklahoma, this _____ day of _____, 1957.

Secretary, Board of Regents
University of Oklahoma

(SEAL)

Moved by Regent Benadum, seconded by Regent Northcutt, and unanimously voted to adopt the resolution.

There being no further business the meeting was adjourned.


Emil R. Kraettli, Secretary