

**CITY OF WASILLA
RESOLUTION SERIAL NO. 09-24**

A RESOLUTION OF THE WASILLA CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION IN THE AMOUNT OF \$475,000 FOR THE AIRPORT MASTER PLAN AND LATERAL PRECISION WITH VERTICAL GUIDANCE SURVEY.

WHEREAS, The City of Wasilla has received a grant offer from the Federal Aviation Administration in the amount of \$475,000 for the Airport Master Plan and Lateral Precision with Vertical Guidance (LPV) survey; and

WHEREAS, the State of Alaska, Department of Transportation will provide a 2.5 percent match along with the City's 2.5 match requirement; and

WHEREAS, this grant will fund engineering services to determine what will be the priority construction projects over the next five years at the airport and determine the feasibility for an instrument approach with the LPV ground survey.

NOW, THEREFORE, BE IT RESOLVED, by the Wasilla City Council that the Mayor is authorized to execute a grant agreement with the Federal Aviation Administration for the Airport Master Plan and LPV ground survey.

ADOPTED by the Wasilla City Council on July 27, 2009.


VERNE E. RUPRIGHT, Mayor

ATTEST:


KRISTIE SMITHERS, MMC, City Clerk

[SEAL]

VOTE: Cox, Hall, Harris, Holler, Larson and Woodruff in favor.



**CITY OF WASILLA
LEGISLATION STAFF REPORT**

RESOLUTION SERIAL NO. 09-24: A RESOLUTION OF THE WASILLA CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION IN THE AMOUNT OF \$475,000 FOR THE AIRPORT MASTER PLAN AND LATERAL PRECISION WITH VERTICAL GUIDANCE SURVEY.

Agenda of: July 27, 2009

Date: July 16, 2009

Originator: Public Works Director

Route to:	Department	Signature/Date
	Chief of Police	
	Recreational and Cultural Services Manager	
X	Director of Public Works	<i>[Signature]</i> 7/16/09
X	Director of Finance	<i>[Signature]</i> 8/3/09
X	Deputy Administrator	<i>[Signature]</i>
X	City Clerk	<i>[Signature]</i>

REVIEWED BY MAYOR VERNE E. RUPRIGHT: *[Signature]*

FISCAL IMPACT: yes or no **Funds Available** yes no

Account name/number:

Airport Master Plan-City	330-4379-437.45-01	\$11,875
Airport Master Plan-State	330-4379-437.45-31	\$11,875
Airport Master Plan-Fed	330-4379-437.45-32	\$451,250

Attachments: FAA Grant Offer

SUMMARY STATEMENT: Resolution Serial No. 09-24 authorizing the Mayor to execute a grant agreement with the Federal Aviation Administration to update the Airport Master Plan and to conduct a Lateral Precision with Vertical Guidance Survey for a future instrument approach for the airport.

STAFF RECOMMENDATION: Approve the adoption of Resolution Serial No. 09-24 for a Federal Aviation Administration Grant in the amount of \$475,000 and State matching portion of the grant (2.5 percent).



U.S. Department
of Transportation

**Federal Aviation
Administration**

Alaskan Region Airports Division
222 W. 7th Avenue, Box 14
Anchorage, Alaska 99513-7587

JUL 6 2009

The Honorable Verne E. Rupright
Mayor, City of Wasilla
290 E. Herning Avenue
Wasilla, Alaska 99654-7091

Dear Mayor Rupright:

**Wasilla Airport, Wasilla, Alaska
AIP Project No. 3-02-0417-015-2009**

A grant offer is hereby transmitted committing the United States to participate in allowable costs for the subject project not to exceed the maximum obligation of **\$475,000.00** for the following airport improvements:

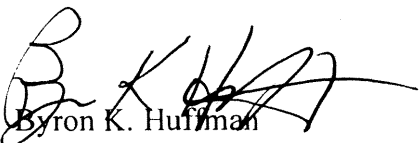
**“Conduct Airport Master Plan and Lateral Precision
with Vertical Guidance (LPV) Survey”**

Please have the appropriate official authorized to execute the Grant Offer sign and date the “Acceptance” with the appropriate official attesting the signature and affixing the appropriate seal. The sponsor’s attorney then must execute and date the “Certificate of Sponsor’s Attorney” with the date being no earlier than the date of acceptance of the Grant Agreement.

Please note that the enclosed grant offer is conditional upon your acceptance by **July 31, 2009**. Three originals of the completely executed grant agreement must be returned.

This grant offer may be funded all or in part with funds from the Small Airport Fund.

Sincerely,



Byron K. Huffman
Manager, Airports Division

Enclosure: Grant Agreement



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT
PART I - OFFER

JUL 6 2009

Date of Offer

Wasilla Airport

Airport/Planning Area

3-02-0417-015-2009

Project No.

Contract No.

002188548

DUNS No.

TO: City of Wasilla
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 17, 2009**, for a grant of Federal funds for a project at or associated with the **Wasilla Airport, Wasilla, Alaska**, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

"Conduct Airport Master Plan and Lateral Precision with Vertical Guidance (LPV) Survey"
all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," 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 compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, **NINETY-FIVE PERCENT (95.0%)**. It is mutually understood and agreed to by the parties that planning assurances (dtd 9/99) are hereby incorporated by reference.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. The maximum obligation of the United States payable under this Offer shall be **\$475,000.00**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$475,000.00 for planning.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 31, 2009**, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

SPECIAL CONDITIONS

9. LETTER OF CREDIT:

The Sponsor agrees to request cash draw downs on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

10. FINAL PROJECT REPORT:

Submit at completion of the project, a final project closeout report in accordance with current FAA Alaskan Region guidance.

11. SCOPE OF WORK:

This Grant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 90 days from the date of acceptance of this Grant Offer, the sponsor shall furnish a final scope of work to the FAA and that no planning work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The parties further agree that any reference to the scope of work made in the Grant Offer or in the project application shall be with respect to the final scope of work.

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 this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Byron K. Huffman

(Typed Name)

Manager, Airports Division

(Title)