

**CITY OF WASILLA
RESOLUTION SERIAL NO. 10-03**

A RESOLUTION OF THE WASILLA CITY COUNCIL ACCEPTING AN ALASKA FORESTRY GRANT WITH AN ESTIMATED VALUE OF \$25,000.


WHEREAS, the Alaska Department of Natural Resources, Division of Forestry has provided a grant offer to help the City update its tree inventory and to develop and ongoing management plan with an estimated value of \$25,000; and

WHEREAS, the City is able to meet the match requirement by using in-kind services that include staff time, equipment and facilities use; and

WHEREAS, this grant will provide a significant benefit to the community by enhancing the City's tree inventory for future generations.

NOW, THEREFORE, BE IT RESOLVED, by the Wasilla City Council that the Alaska Department of Natural Resources Division of Forestry Grant be accepted by the City.

ADOPTED by the Wasilla City Council on January 11, 2010.


VERNE E. RUPRIGHT, Mayor

ATTEST:


KRISTIE SMITHERS, MMC, City Clerk

[SEAL]

VOTE: Harris, Holler, Katkus, Larson and Woodruff in favor.



**CITY OF WASILLA
LEGISLATION STAFF REPORT**

RESOLUTION SERIAL No. 10-03: A RESOLUTION OF THE WASILLA CITY COUNCIL ACCEPTING AN ALASKA FORESTRY GRANT WITH AN ESTIMATED VALUE OF \$25,000.

Agenda of: January 11, 2010

Date: December 30, 2009

Originator: Archie Giddings, Public Works Director

Route to:	Department	Signature/Date
	Chief of Police	
X	Finance Director	<i>[Signature]</i> 12/31/09
X	Interim Deputy Administrator	<i>[Signature]</i>
X	Public Works Director	<i>[Signature]</i> 12/30/09
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:

Attachments: Grant Agreement

SUMMARY STATEMENT: The grant will provide a combination of cash and assistance from the Alaska Department of Natural Resources Division of Forestry to update the city's tree inventory and develop an ongoing management plan. The City can meet the match requirement with in-kind services that include staff time, equipment, and facilities use.

STAFF RECOMMENDATION: Approve the adoption of Resolution Serial No 10-03 accepting an Alaska Forestry Grant with an estimated value of \$25,000.

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FORESTRY

SEAN PARNELL, GOVERNOR

550 WEST 7TH AVENUE, SUITE 1450
ANCHORAGE, ALASKA 99501-3566

PHONE: (907) 269-8463

FAX: (907) 269-8931

December 2, 2009

Archie Giddings, Public Works Director
City of Wasilla
290 E. Herning Avenue
Wasilla, Alaska 99654

Re: State grant offer

Dear Mr Giddings,

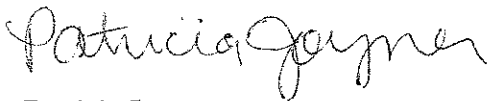
The Alaska Community Forestry Program would like to offer assistance to the City of Wasilla to develop and expand its program to care for some of its most valuable assets, its public trees and forests. This grant is intended to update Wasilla's tree inventory, which was first completed nearly 10 years ago, and develop a plan for ongoing management. It will help the city design a program that is cost efficient and maximizes the many environmental, economic and social benefits that trees provide a community.

We had the pleasure of working with Ken Langlois to complete Wasilla's first tree inventory and over the years, Ken has participated in several workshops organized by the Alaska Community Forestry Program. In 2008, he attended a workshop we sponsored on TreeWorks, which is GIS-based tree inventory and management software. This grant will purchase TreeWorks, which is currently being used by Anchorage and Ketchikan, for Wasilla. In recent conversations with our Community Assistance Forester, Stephen Nickel, Ken welcomed our offer of technical and financial assistance to continue and enhance this effort.

A grant agreement with details on what the state will provide and the responsibilities of the City of Wasilla is enclosed. Please review it and if it is agreeable, sign and return it by December 17, 2009 to the Alaska Community Forestry Program at 550 West 7th Avenue, Suite 1450, Anchorage, AK 99501 Attn: Patricia Joyner. You may also return it by e-mail or by fax to 269-8931.

If you have questions or would like to suggest changes to the agreement or timeline, please contact me at 269-8465 or patricia.joyner@alaska.gov. More information on the Alaska Community Forestry Program is available at <http://forestry.alaska.gov/community>. We look forward to continuing our partnership to enhance Wasilla's community forest.

Sincerely,

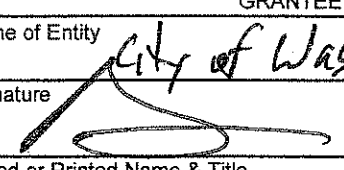


Patricia Joyner
Community Forestry Program Coordinator

Cc: Keith Jones
Ken Langlois

"Develop, Conserve, and Enhance Natural Resources for Present and Future Alaskans."

State of Alaska
Department of Natural Resources
STANDARD GRANT AGREEMENT

This grant agreement is between the State of Alaska			
Department of NATURAL RESOURCES		Division of FORESTRY	
Grantee City of Wasilla		Tax I.D. #: 92-6010143 <input type="checkbox"/> Nonprofit <input checked="" type="checkbox"/> Gov't Agency	
Mailing Address (Street or P.O. Box) 1001 South Mack Drive		City Wasilla	State Alaska
			Zip Code 99654
<p>Article 1 Appendices: Appendices referred to in this agreement and attached to it are considered part of it.</p> <p>Article 2 Performance of Services:</p> <p>2.1 Appendix A General Provision, Articles 1-6, 8-12, 15-25, 27 & 28 and AS 37.05.316 govern the performance of services under this agreement.</p> <p>2.2 Appendix B sets forth the services to be performed by the Grantor and the Grantee</p> <p>2.3 Appendix C sets forth the reporting requirements</p> <p>2.4 Appendix D describes the payments to be made by the State and audit requirements.</p> <p>2.5 Appendix E describes the Inventory and Management Plan to be provided by the State</p> <p>Article 3 Period of Performance: The period of performance of the grant agreement begins: December 17, 2009 and ends September 17, 2011</p>			
Department Natural Resources		Division Forestry	Mailing Address 550 West Seventh Avenue, Suite 1450 Anchorage, AK 99501-3566
Signature Blocks		FOR DNR USE ONLY	
GRANTEE		GRANT TRACKING DATA	
Name of Entity <i>City of Wasilla</i>		AWD	LOC
Signature 	Date <i>12/9/09</i>	UWA	GRT
Typed or Printed Name & Title <i>Archie Giddings</i>		Authority	
ADMINISTERING AGENCY		Encumbrance No.	Source RD
Department Natural Resources		Division Forestry	Financial Coding
Signature of Grant/Project Administrator		Date	Vendor Nbr.
Typed or Printed Name & Title		Project Name:	
APPROVAL BY COMMISSIONER/CERTIFYING OFFICE		Purpose of Grant:	
Signature	Date		
Typed or Printed Name & Title			

APPENDIX A STANDARD GRANT PROVISIONS

ARTICLE 1. Definition. In this Grant Agreement, attachments, and amendments “Certifying Officer” means that person who signs this Grant Agreement on behalf of the department and includes a successor or authorized representative.

ARTICLE 2. State Saved Harmless. The Grantee shall indemnify, save harmless, and defend the State, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for, or on account of, any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligent act of the Grantee relating to its performance of this grant.

ARTICLE 3. Inspections and Retention of Records. The State may inspect in the manner and at reasonable times it considers appropriate all of the Grantee’s facilities, records, and activities under this Grant Agreement.

ARTICLE 4. Disputes. The Certifying Officer shall decide, without bias, any dispute concerning a question of fact arising under this Grant Agreement which is not disposed of by mutual agreement. The decision shall be in writing and mailed or otherwise furnished to the Grantee. The decision of the Certifying Officer is final and conclusive unless, within 30 days from the date of receipt of the decision, the Grantee mails or otherwise furnishes a written appeal addressed to the Commissioner of the Department. The Commissioner shall hear the appeal. The decision of the Commissioner is final and conclusive of a dispute and the Grantee shall proceed with the Performance of the Grant Agreement in accordance with the Certifying Officer’s decision.

ARTICLE 5. Equal Employment Opportunity. The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on State funded projects, that it is an Equal Opportunity Employer (EEO) and that all qualified applications will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of the EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

ARTICLE 6. Termination. The Certifying Officer, by written notice, may terminate this Grant Agreement, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the provisions of this Grant Agreement for services rendered before the effective date of termination.

ARTICLE 7. No Assignment of Delegation. The Grantee may not assign or delegate this Grant Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Certifying Officer.

ARTICLE 17. Covenant Against Contingent Fees. The Grantee warrants that no person or agency has been employed or retained to solicit or secure this Grant Agreement upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Grantee for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this Grant Agreement without liability or in its discretion, deduct from the Grant Agreement price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

ARTICLE 18. Changes. Any changes that have been agreed to by both parties will be attached and made a part of this Grant Agreement by use of an Amendment. Any such Amendment must be dated and signed by both parties before the change is considered official and approved.

ARTICLE 19. Public Purposes. The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

ARTICLE 20. Site Control. If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant and, further, that there is legal access to such property.

ARTICLE 21. Operation and Maintenance. Throughout the useful life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

ARTICLE 22. Assurance. The Grantee shall spend monies appropriated under this grant only for the purposes specified in the Grant Agreement.

ARTICLE 23. Remission. The Grantee shall return all unexpended grant monies to the State within 90 days of the project completion.

ARTICLE 24. Reporting Requirements. The Grantee shall submit progress reports to the Department according to the schedule established in Appendix C of this Grant Agreement.

ARTICLE 25. Right to Withhold Funds. The Department may withhold payments under this Grant Agreement for any violation of the provisions of this Grant Agreement.

ARTICLE 26. Sovereign Immunity. If the Grantee is an entity that possesses sovereign immunity, it has been required as a condition of this grant to irrevocably waive its sovereign immunity with respect to the State enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by a resolution of the entity's governing body, is hereby incorporated into this Grant Agreement.

ARTICLE 27. Lobbying Activities. In accepting these funds, the Grantee agrees and assures that none of the funds will be used for the purpose of lobbying activities before the Alaska Legislature.

ARTICLE 28. Audits. This Grant Agreement is subject to 2 ACC 45.010 single audit regulations for state grants. The Grantee must comply with all provisions of 2 ACC 45.010 and any additional audit requirements outlined in Appendix D.

Alaska Community Forestry Grant to the City of Wasilla

The goal of this grant is to improve the community of Wasilla through proper management of one of the city's most valuable assets – its trees. Good tree management requires setting goals and developing management strategies and action plans to meet them. Tree inventories are the foundation of an effective tree management program as they provide data to support management objectives.

The management plan will address the challenges and issues that confront stewards of community trees. It will help the city design an effective and efficient program that maximizes the many benefits that trees can provide in a community.

APPENDIX B – SERVICES

The Alaska Division of Forestry Community Forestry Program will provide the following with a total estimated value of \$25,000:

Inventory

1. TreeWorks software;
2. Software installation and customization;
3. Training in use of software, evaluating trees and site conditions, and recording data;
 - a. Open to other interested agencies, local governments, and individuals;
4. Field training and inventory data collection of public trees managed by City; and
5. Assistance with data collection.

Management Plan

1. Development of Community Forestry Management Plan by November 12, 2010;
2. Printed and electronic copies of the plan; and
3. Grant of \$2,000 for tree planting and/or maintenance upon completion of a final grant report and 2011 work plan based on the Community Forestry Management Plan.

Public Workshop

1. Workshop that includes classroom and field instruction on topic and time to be determined by City and Division of Forestry staff;
2. Workshop will be open to City employees at no cost and to the public; and
3. Division of Forestry staff will assist contractor with arrangements and workshop.

Services to be performed by the City of Wasilla:

General

1. The grantee will match the grant with cash and/or in-kind services for a total match of a minimum of \$10,000. This may include staff time, equipment, facilities use and the database maintenance fee for two years at approximately \$600 per year.
2. Changes in the grant services must be requested in advance, in writing and written confirmation received, prior to any changes taking effect.

Inventory

1. ArcView 9.1 or greater for TreeWorks software;
2. Baseline data layers within the City's GIS databases available for this project;
3. Field hardware units such as a pocket PC, Tablet PC, or Trimble running ArcPad 7.0 for use by City employees who collect data;

3. City of Wasilla will be awarded a \$2,000 grant for tree planting and /or maintenance from the Alaska Division of Forestry upon receipt of the Final Report and 2011 Work Plan.

APPENDIX E – INVENTORY & MANAGEMENT PLAN DETAILS

Data recorded in the inventory will include the following:

- Tree location
- Tree identification
- Size classification
- Condition rating
- Tree appraisal and replacement value
- General site conditions
- Conflicts with infrastructure, vehicles, pedestrians, sight lines, etc.
- Maintenance needs, prioritized
- Potential planting spaces

TreeWorks allows for easy and regular updating of the master database in the field. It creates written and graphical analyses of inventory data, such as diameter distribution, species composition, condition classes, risk tree classes, value of trees, and other statistical analysis using the query feature.

The Urban Forest Management Plan will include:

1. Executive summary;
2. Inventory methodology;
3. City tree population analysis;
4. Goals and objectives for a comprehensive management program;
5. Recommendations for:
 - a. expanding and improving the health, safety, and appearance of the City's community forest;
 - b. more efficient and effective management and maintenance of trees with current and recommended personnel and equipment;
 - c. coordination between City departments and other agencies and businesses that impact public trees and forests to improve the health, safety, and appearance of public trees; and
 - d. City staff training.

For more information on TreeWorks software, go to: <http://www.kenersongroup.com/treeworks.aspx>
Click on the graphics to see details of data collection and example of reports that are generated. For an example of an Alaskan urban forest management plan, visit <http://www.muni.org/Departments/parks/Documents/UFMP.pdf>. Wasilla's community forest management plan will be based on local conditions and management objectives.