

**CITY OF WASILLA
ORDINANCE SERIAL NO. 11-34**

AN ORDINANCE OF THE WASILLA CITY COUNCIL ACCEPTING AND APPROPRIATING \$200,000 IN FEDERAL AVIATION ADMINISTRATION GRANT FUNDING AND MATCH FUNDING FOR A SEAPLANE BASE STUDY AT THE WASILLA AIRPORT.

Section 1. Classification. This is a non-code ordinance.

Section 2. Purpose. To accept and appropriate \$200,000 in Federal Aviation Administration Grant funding and match funding for a seaplane base study at the Wasilla Airport.

Section 3. Appropriation. The funds are appropriated to the following:

Seaplane Base Study/FAA	330-4379-437.45-40	190,000
Seaplane Base Study/State	330-4379-437.45-41	5,000
Seaplane Base Study/City	330-4379-437.45-42	5,000

Section 4. Source of Funds.

Seaplane Base Study/FAA	330-4300-331.31-45	190,000
Seaplane Base Study/State	330-4300-334.30-83	5,000
Maintenance Bldg. Ph 2	330-4379-437.45-28	4,911
Snow Removal Equipment	330-4379-437.45-24	89


Section 5. Effective date. This ordinance shall take effect upon adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on October 10, 2011.

ATTEST:



KRISTIE SMITHERS, MMC, City Clerk


VERNE E. RUPRIGHT, Mayor

[SEAL]

VOTE: Harris, Holler, Katkus, Menard, Sullivan-Leonard, and Woodruff in favor.

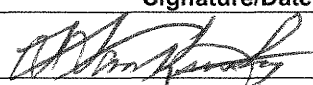




**CITY OF WASILLA
LEGISLATION STAFF REPORT**

ORDINANCE SERIAL No. 11-34: ACCEPTING AND APPROPRIATING \$200,000 IN FEDERAL AVIATION ADMINISTRATION GRANT FUNDING AND MATCH FUNDING FOR A SEAPLANE BASE STUDY AT THE WASILLA AIRPORT.

Agenda of: September 26, 2011
Originator: Public Works Director

Date: September 15, 2011

Route to:	Department	Signature/Date
X	Finance Director	 9/14/11
X	Interim Deputy Administrator	 9-19-11
X	Public Works Director	 9/15/11
X	City Clerk	

REVIEWED BY MAYOR VERNE E. RUPRIGHT: 

FISCAL IMPACT: yes \$200,000

Account name/number: Seaplane Base Study-FAA/330-4379-437.45-40
Seaplane Base Study-State/330-4379-437.45-41
Seaplane Base Study-City/330-4379-437.45-42

Attachments: Grant (3 pages)

SUMMARY STATEMENT: This grant is being made available to the City to further study the feasibility of constructing a float plane base at the Wasilla Airport. The Borough's Regional Aviation System Plan has identified a demand for a public float plane facility in the Borough, and the City's Airport Master Plan has confirmed the same. This grant will fund additional engineering work to determine what the environmental impacts will be and if it will be possible to obtain permits from the Army Corps of Engineers and the Alaska Department of Fish & Game to construct a small dam across Lucille Street to create a float plane or seaplane water way 4,000 feet long.

STAFF RECOMMENDATION: Approve the adoption of Ordinance Serial Number 11-34 accepting and appropriating \$200,000 in Federal Aviation Administration Grant Funding for a Seaplane Base Study at the Wasilla Airport.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT
PART I - OFFER

SEP 13 2011

Date of Offer

Wasilla Airport

Airport/Planning Area

3-02-0417-019-2011

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 **August 24, 2011**, 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 Environmental Study (Preliminary Scoping)"
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 sponsor assurances (dtd 3/2011) 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 **\$190,000.00**. 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:

\$190,000.00 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 **September 15, 2011**, 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. FINAL PROJECT REPORT:

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

10. SCOPE OF WORK:

This Grant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 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)