

CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99687
PHONE: (907) 373-9050
FAX: (907) 373-0788

COUNCIL MEMORANDUM NO. 90-55

FROM: Deputy Administrator

DATE: July 24, 1990

RE: State Grant Amendment

The City of Wasilla was awarded a legislative grant of \$1 million, No. 4/86-313 for the purpose of the Spruce Avenue Water Reservoir and main line tie into Spirit Ridge. That project is complete except for completion of restoring the tank insulation. At this time, approximately \$312,000 remains in the grant fund.

The City requested and received a legislative amendment to the grant which will now authorize the use of these funds to include sanitary and storm sewer projects. The attached documents comprise our amended grant agreement with the State of Alaska.

Request Council approval of Resolution No. 90-28 which authorizes the Mayor to accept the amended agreement on behalf of the City.

Robert E. Harris
Deputy Administrator

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

DIVISION OF ADMINISTRATIVE SERVICES

1305
STEVE COWPER, GOVERNOR

P.O. BOX C
JUNEAU, ALASKA 99811-0208
FAX: (907) 465-2263

July 17, 1990

RECEIVED 465-2290

JUL 20 1990

City of Wasilla Alaska

John Stein, Mayor
City of Wasilla
290 East Herning Avenue
Wasilla, AK 99687

Mayor Stein:

The 1990 Legislature has amended the purpose of Municipal Grant # 4/86-313. The effect of the amendment is as follows:

Original Purpose

Storage reservoir and water mains

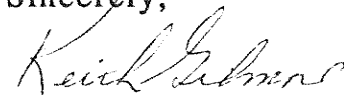
Amended Purpose

Storage reservoir and water mains and construction of sanitary and storm sewer system facilities

For you to use the remaining funds for the new purpose, the grant agreement forms for the grant need to be changed to reflect the amended purpose. I have enclosed two copies of the original Standard Agreement Form for this grant. The front page has been changed to reflect the amendment. Please provide a description of the project below that amended language, sign both copies on page 4, the signature page, to indicate acceptance of the amendment and return both copies of the entire agreement to our office. Once the forms have been processed, one copy will be returned to you and you will then be able to begin the new project.

If you have any questions, please contact me at 465-2290.

Sincerely,



Keith Gilmore
Administrative Officer

Enclosures

**STANDARD AGREEMENT FORM
FOR MUNICIPAL GRANTS**

This agreement is executed between the State of Alaska, Department of Administration (Hereinafter called the "State"), and the City of Wasilla (Hereinafter called the "Grantee"),

WITNESSETH that:

Whereas, the Grantee is willing to undertake the performance of this grant under the terms of this agreement;

Whereas, the municipality has the authority under the State law or local charter to provide the services for which funds were appropriated;

Whereas, the State has the authority to enter into this agreement by AS 37.05.315;

Whereas, funding for this grant lapses

___ on lapse date

 x upon completion of the project;

Whereas, the grant 4/86-313 of \$1,000,000 is for the purpose of Storage Reservoir and Water Mains (please provide further explanation and details in the space provided);

Design and construct approximately 1 1/2 miles of water mains to tie in with the Indian Hills - Spirit Ridge water extension, increase the reservoir capacity of the existing water system, and extend water lines.

The purpose is amended to read:

Storage Reservoir and water mains and construction of sanitary and storm sewer system facilities. Design and construct approximately 1-1/2 miles of water mains to tie in with the Indian Hills-Spirit Ridge water extension, increase the reservoir capacity of the existing water system, and extend water lines. Construction, including design, administration, legal, land acquisition, labor, materials and other costs associated with construction of sanitary sewerage collection and treatment facilities and storm sewer collection and disposal systems.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I. GRANT CONDITIONS.

The Grantee:

- (1) will spend the grant only for the purposes specified above.
- (2) will allow, on request, an audit by the State of the uses made of the grant.
- (3) assures that, to the extent consistent with the purpose of the appropriation, the facilities and services provided with the grant will be available for use of the general public.
- (4) will return to the State all grant funds received for construction of a public facility, if the State, upon reviewing the documentation provided and other evidence, determines that substantial, ongoing work on the project has not begun within five years of the date it was appropriated.
- (5) will, for all grants for construction of a public facility, operate and maintain the facility for its practical life and that it will not look to the State to operate or maintain the facility or pay for its operation and maintenance. This does not apply to a grant for money for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operation or maintenance costs to the State.
- (6) will submit a monthly municipal grant financial report until the project is completed. A final municipal grant financial report is due within 90 days of project completion.
- (7) will retain for a period of three years after project completion all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by the grant.
- (8) will return all unexpended grant monies to the State within 90 days of project completion.
- (9) will not allow any of the grant monies to be used for the purpose of lobbying activities before the Alaska Legislature.
- (10) will comply with the minimum wage and employment provisions of Alaska's public construction contract law as set out in AS 36.05.010 (copies of which are available through the Department of Labor).

ARTICLE II. TERMS OF PAYMENT.

Twenty percent of the grant shall be paid to the grantee, as an advance, within 10 days of the effective date of this agreement. The remainder of the grant will be paid after the entire advance is expended. The payments will be based on grantee expenditures that exceed the advance amount. These expenditures must be reported to the Department of Administration on a municipal grant financial report. Expenditures are herein defined as actual cash outlays or current payables.

The State will reimburse from financial reports signed by the Mayor or persons designated in writing by the Mayor to certify.

NOTE: Signing of this agreement does in no way excuse the recipient of the municipal grant of any other law, Alaska State Statute or City code regulations. Recipient must in all cases consult and adhere to all local, state, or federal laws that pertain to public funds.

The grantee recognizes that 02 AAC 45.010 establishes specific audit requirements for grant agreements executed after August 1, 1985. If the grantee does not have a copy of 02 AAC 45.010, one should be obtained from the Department of Administration.

The Grant Administrator, by written notice, may terminate this 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 payment provisions of the agreement as amended for services rendered before the effective date of termination.

The amount of the grant is full consideration for the grantee's performance.

ARTICLE III. ADDITIONAL CONTRACT PROVISIONS.

The effective date of this grant is the date the agreement is signed by the State.

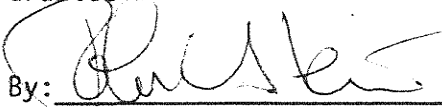
IN WITNESS WHEREOF, the parties have executed this agreement.

Approved by ~~City Council~~ or
Resolution # WR90-28, dated 08/13/90

(copy attached).

Grantee

State of Alaska

By: 
John C. Stein

08/14/90
Date

By: _____

Mayor

(Official Title)

(Official Title)

ATTEST:


Erling P. Nelson, CMC
City Clerk

Effective Date: _____

DISTRIBUTION Grantee ()

Administration ()

Budgeted funds are available for the period and purpose of this expenditure.

Certifying Officer

Date