

RESOLUTION 2011-NN

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH
WSDOT FOR AN AIRPORT AID GRANT**

WHEREAS, the Town of Eatonville has been awarded a grant to remove tree obstructions in the vicinity of Lynch Creek in the amount of \$31,500, and;

WHEREAS, the grant has a match requirement of \$3,500.00 which the town will match by waiving permitting fees and through labor contributions from volunteers once a tree removal and restoration plan is approved, and;

WHEREAS, the Council has reviewed the attached agreement and wishes to authorize its execution, now therefore,

BE IT RESOLVED by the Council of the Town of Eatonville to authorize the execution of the grant agreement with the Recreation and Conservation Office attached hereto.

Passed by the Council of the Town of Eatonville at a regular meeting this 24th day of October, 2011.

Raymond Harper, Mayor

ATTEST:

Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

Patricia K. Buchanan, Town Attorney



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

Aviation Division
18204 59th Drive NE, Suite B
Arlington, WA 98223-8701
360-651-6300 / Fax 360-651-6319
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

October 7, 2011

Mr. Nicholas M. Bond
Town Planner
Town of Eatonville
Post Office Box 309
Eatonville, Washington 98328

Each year WSDOT's Airport Aid Program provides crucial financial assistance to many of Washington State's public use airports to address pavement, safety, planning, maintenance, runway safety and security needs. We would like to take this opportunity to congratulate the Town of Eatonville on your Airport Aid grant award for:

- Lynch Creek Tree Obstruction Removal, hereinafter the "Project."

This letter serves as official notification that the Washington State Department of Transportation (WSDOT) Aviation has agreed to grant matching funds for 90% of the Project, up to a maximum amount of Thirty-one Thousand Five Hundred Dollars and No Cents (\$31,500.00) to the Town of Eatonville.

If you accept this allocation you will be required to supply WSDOT Aviation with periodic copies of billings and costs for this Project. Failure to supply these copies may slow down and possibly jeopardize your reimbursement. WSDOT Aviation must be able to review your records on this Project at any time for future audit purposes.

WSDOT Aviation expects this project to be completed by October 1, 2012 as indicated on the submitted Airport Aid Application. Any modifications to this schedule will need to be submitted to WSDOT Aviation with an explanation and schedule revision. All modifications must be approved by WSDOT Aviation in writing prior to making any changes. The Washington State Legislature has appropriated funding for WSDOT's Airport Aid Program for the 2011 – 2013 biennium ending on June 30, 2013. Any airport's failure to complete a project in a timely manner potentially affects funding of the entire Washington State aviation system.

WSDOT Aviation may terminate this agreement at any time because of legal matters detrimental to the state or the local government, insufficient funds held by WSDOT Aviation to complete the Project, or by mutual consent between the Town of Eatonville and WSDOT Aviation. WSDOT Aviation will be responsible only for the state's proportionate share of the actual Project costs incurred at the time of any such termination.

Mr. Nicholas Bond
Town of Eatonville
October 7, 2011
Page 2

The airport must remain open for the expected life of Twenty (20) years, otherwise 100% of the grant funding must be returned within Thirty (30) days of closure, sale or discontinuance of service.

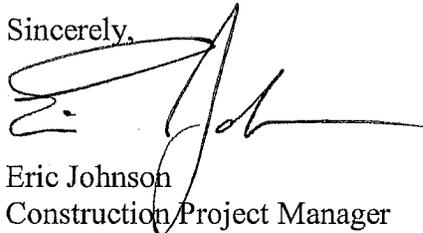
If you accept this grant funding, subject to the conditions stated, please complete the following steps:

- Complete all three copies of the enclosed Grant Agreement.
- Have an official authorized by the Town of Eatonville (a) sign the three copies of the agreement and (b) sign the original copy of this letter.
- Return all documents to WSDOT Aviation, 18204 59th Drive NE, Suite B, Arlington, WA 98223.

The extra copy of the letter is for your files. We will review, sign and return a copy of the Grant Agreement to you. Upon receipt of the signed Grant Agreement, you may begin your Project.

If the Town of Eatonville has not accepted this offer on or before October 21, 2011, the offer will expire and the State of Washington will not be obligated to pay any part of the costs of this Project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Johnson', written over a horizontal line.

Eric Johnson
Construction Project Manager

Mr. Nicholas Bond
Town of Eatonville
October 7, 2011
Page 3

Encl: Copy of Approval Letter
Three Grant Agreements
Cc: Governor Christine Gregoire
Congressman Dave Reichert
Senator Randi Becker
Representative Jim McCune
Representative JT Wilcox

Town of Eatonville hereby accepts the above-described allocation.

DATE

SIGNATURE



<h2 style="margin: 0;">Grant Agreement</h2> <p style="margin: 0;">Washington Airport Aid Program</p>	Public Entity and Address
	Town of Eatonville Post Office Box 309 Eatonville, Washington 98328
	Airport Name
Swanson Field	
Maximum State Grant Obligation	
\$ 31,500.00	

THIS AGREEMENT, made and entered into this _____ day of October, 2011, between the STATE OF WASHINGTON, acting by and through the Aviation Division, Department of Transportation, (hereinafter the "STATE") and the above named Public Entity, (hereinafter the "PUBLIC ENTITY").

WHEREAS, the Public Entity has submitted to the State for Subvention of the Washington Airport Aid Program for (acquisition and/or development) of the Swanson Field Airport together with the plans and specifications for such project, which project application has been approved by the State and is hereby incorporated herein and made a part hereof;

WHEREAS, the State has approved a project for development of the airport consisting of the following described airport development:

Project Number	Detailed Breakdown By Items
EAT-01-11	\$31,500.00 - Lynch Creek Tree Obstruction Removal

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the State Act, and in consideration of the (a) Public Entity'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 State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to pay as its allowable costs incurred in accomplishing the project.

The terms and conditions of this grant agreement are as follows:

The maximum obligation of the State payable under this grant shall be 31,500.

The Public Entity shall:

1. Deposit in an Aviation Fund for said airport, at least \$ 1,750 to match the State's participation in said project.
2. 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 state.
3. In connection with the acquisition of real property for the project, the Public Entity shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the state except as otherwise directed by a court of competent jurisdiction after contested trial and judgment not resulting from an agreement between the parties.

4. No state funds will be paid to the Public Entity in any case until it certifies in writing that it has Aviation Funds for said airport in an amount equal to the state's participation, or the amount designated in paragraph (1) above, which deposited amount will be used solely for the purpose in question.
5. The Public Entity agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Washington money expended in behalf of the project to the State of Washington with reasonable interest. Further, the Public Entity agrees to keep the facility open during the useful life of the project or for a stated term of years, whichever is longer, as determined by the Aviation Division.
6. The Public Entity will make no charge to the State or its agencies for a limited, but reasonable, amount of state agency use or for state activity in search and rescue. And, further, RCW 47.68 is followed to best serve the public.

The allowable cost of the project shall not include any cost determined by the State to be ineligible for consideration as to allowability.

The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Public Entity.

This offer shall expire and the State shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on such subsequent date as are prescribed in writing by the State, in the approval letter for each project.

Except for those projects receiving both state and federal aid, the following inspection scheduled, and reporting system will be required:

- A. Inspection Schedule and Reporting system will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On project taking less than three (3) months, the Public Entity will be required to make reports and be inspected on the following schedule:
 1. Public Entity project commencement date.
 2. Public Entity report project completion date and request final inspection.
 3. State will make final inspection and sign-off project as completed.
 4. State will arrange for audit of account in accordance with regularly scheduled audit program.
- B. Projects taking over three (3) months will be set up on a quarterly inspection and progress report system. The Public Entity will be required to make reports and be inspected on the following schedule:
 1. Report project commencement date.
 2. Public Entity will make a three (3) months progress report. This will be a letter report giving percentage of project completed, fund expenditures to date, and short narrative of the project progress, problems encountered and plans for project completion.
 3. State will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the Public Entity.
 4. Public Entity will make report of completion of project and request final inspection.
 5. State will make final inspection and sign-off as completed.
 6. State will arrange for audit of account in accordance with regularly scheduled audit program.

It should be made clear that a violation of any of the terms of the Grant Agreement will leave the State free to choose among one or more of the following remedies:

- A. The withholding of any future airport aid, and/or
- B. The return of grant funds awarded as an action for specific performance, and/or
- C. Enforcement of the commitment made by the applicant.

The Public Entity'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 Public Entity, as hereafter provided, and said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State and the Public Entity with respect to the accomplishment of the project and the operation and maintenance of the airport. Such allocation agreement shall become effective upon the Public Entity'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 (20) years from the date of acceptance.

By: _____
Director, Aviation Division

The Town of Eatonville 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 October, 2011.

Name of Public Entity: Town of Eatonville

By: _____

Title: _____