

Presented w/ Res 99-02
1-11-99
AV.

WASILLA CITY COUNCIL INFORMATION MEMORANDUM

IM 99-02

SUBJECT: Matching funds for Airport Paving Project #3-02-0417-0598-98-1

REQUESTED BY: FINANCE & PUBLIC WORKS

PREPARED BY: FINANCE

DATE: November 20, 1998

FOR AGENDA OF: December 14, 1998

SUMMARY:

The intent of Ordinance 99-02 is to appropriate matching funds for the Airport Paving Project from the city and the state of Alaska in order to receive the Federal Funds appropriated in Ordinance 98-46 which was adopted September 14, 1998.

FISCAL IMPACT: ___ No ___ X Yes, amount requested: \$9,400

CIP Fund:

RECOMMENDED ACTION: Introduction of Ordinance Serial No. 99-02.

MAYOR REVIEW/COMMENT:



Reviewed by: SARAH PALIN, Mayor

STATE OF ALASKA - TONY KNOWLES, GOVERNOR

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PROJECT CONTROL

P.O. BOX 196900

ANCHORAGE, ALASKA 99519-6900

(907) 269-0490

November 18, 1998

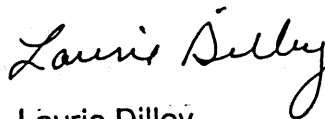
Tim Krug
City Planner
City of Wasilla
290 E. Herning Avenue
Wasilla, Alaska 99654-7091

RE: Project 53926 / AIP 3-02-0417-0598-98-1
Wasilla Airport FY98 AIP Match TORA

Enclosed are two copies of the state matching grant agreement for the Wasilla Airport paving project design. Please have both copies signed and return them to me. Once the amendment is fully executed, I will forward you a copy for your records.

If you have any questions regarding this amendment, please call.

Sincerely,



Laurie Dilley
Project Control Chief
Central Region

Enclosure

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
WASILLA PAVING PROJECT DESIGN
GRANT AGREEMENT

The State of Alaska, Department of Transportation and Public Facilities, hereinafter referred to as the "State", and the City of Wasilla a municipal corporation, hereinafter referred to as the "City", agree as follows:

1. Pursuant to Alaska Statute 02.15.120, the State will grant matching funds to the City for a federal aid project for **airport paving project design to include: pave runway 8/26; parallel, connecting & stub taxiways; public apron areas; airport & lease lot access roads at the Wasilla Airport**, hereinafter called the "airport".
2. Until the airport and its facilities are abandoned, the City agrees that the airport and its facilities will at all times be maintained as, available for the use of, and accessible to the general public as a public airport. The City must have a satisfactory title interest in the airport as required by the Federal Aviation Administration (FAA).
3. The State will match City funds up to a contribution by the State of 3.125 percent of the federal aid project costs found eligible for participation by the FAA or the maximum state grant amount of **\$4,700.00**.
4. The State will pay the matching funds in two or more installments. The State will make the first payment after receipt of a copy of the grant agreement signed by the FAA and the City. The first payment must be 50 percent of the maximum state grant amounts. In its discretion, the State may make additional payments up to 90 percent of the maximum State grant amount. The State will make the final payment after the City submits a copy of the FAA's final cost review. The final payment must be the amount remaining for payment by the State of the 3.125 percent of the federal aid project cost found eligible by the FAA or the remaining 50 percent of the maximum State grant amount described in paragraph three of this agreement, whichever is less.
5. The City will indemnify, hold harmless, and defend the State from any claim, action, expense, or liability, including costs and attorneys fees, from damage or injury to any person or property caused by, arising out of, or in any way connected with any act, omission, use, occupancy, or operation of the City, its agents, or employees under this agreement, including any caused or alleged to be caused in whole or in part by the negligence of the State, its agents, or employees.

6. This agreement may only be amended in writing signed by the authorized representatives of the State and the City. Statements previously made, verbal or written, are merged in this agreement. This agreement may not be assigned by the City without the advance written consent of the State.

7. This agreement expires five years after the effective date of this agreement if the City has not submitted the FAA audit and final grant payment voucher to the State. The State and the City may extend this agreement by mutual consent.

8. This agreement is of no effect until the governing body of the City has enacted a resolution to enter into this agreement and this agreement has been signed by the authorized representatives of both the State and the City.

City

State of Alaska, Department
of Transportation and
Public Facilities

By: _____
Title:

By: _____
Preconstruction Engineer,
Statewide Engineering & Design Services

Date: _____

Date: _____