

**CITY OF WASILLA
ORDINANCE SERIAL NO. 01-17**

AN ORDINANCE OF THE CITY OF WASILLA, AMENDING THE FY-01 BUDGET BY APPROPRIATING \$421,875 ADDITIONAL FUNDS FROM THE FEDERAL AVIATION ADMINISTRATION AND \$28,125 FROM THE GENERAL OPERATING FUND TO THE AIRPORT ENTERPRISE FUND TO PROVIDE FUNDS TO COMPLETE AN AIRPORT MASTER PLAN.

BE IT ORDAINED AND ENACTED BY THE CITY OF WASILLA, ALASKA AS FOLLOWS:

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

Section 2. Purpose. Appropriate additional funds to the Airport Enterprise Fund to complete an Airport Master Plan.

Section 3. Appropriation. Funds are appropriated to the following funds.

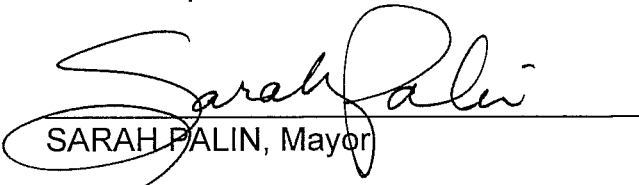
Airport Master Plan	33-55-435-869-01	\$450,000
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Section 4. Source of Funds.

FAA Grant #3-02-0417-0701	33-33-000-334-33	\$421,875
General Fund Balance (Matching)		\$ 28,125

Section 5. Effective Date. This ordinance becomes effective upon adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on April 9, 2001.


 SARAH PALIN, Mayor

ATTEST:


 KRISTIE L. VANGORDER, CMC
 City Clerk

[SEAL]

SUBJECT: Airport Master Plan

PREPARED BY: Planning Office

DATE: March 2, 2001

FOR AGENDA OF: March 12, 2001

SUMMARY:

The City of Wasilla has received a proposed grant from the Federal Aviation Administration in the amount \$421,875.00. The grant requires an additional match of \$28,125.00, which is 6.25% of the grant amount. Three years ago the Wasilla City Council passed Resolution 98-03 requesting that an airport master plan be prepared for Wasilla Municipal Airport, and they supported a 3.125% local match because the Alaska Department of Transportation and Public Facilities (DOT&PF) would provide the remaining 3.125% match. DOT&PF has since stated that they can no longer provide the match and are quoted as follows:

"The Department's position, as outlined in that 2/28/00 DOT&PF Commissioner letter sent to Wasilla Mayor Palin, was also sent to five other larger local sponsor airports (Palmer, Anchorage/Merrill Field, Kenai, Soldotna, & Juneau), which position stated the DOT&PF will no longer, as it had historically, provide half the sponsor match for federal AIP airport project grants, effective w/ FFY '01 grants. This position applied only to these six locations: it did not apply elsewhere."

The City of Wasilla and many of the other communities are continuing to request that DOT&PF provide half of the required sponsor match. Should we succeed we will provide you with a funding ordinance accepting the additional funds from DOT&PF. In the interim we are providing a large majority of the match by keeping track of force account labor, and associated costs with preparing the request for the initial proposals.

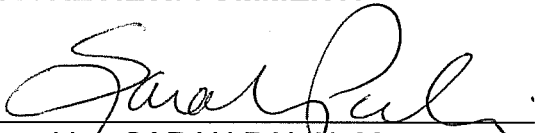
Over the last three years many items have changed in and/or near Wasilla Airport. We have received funding for a trailhead/wayside facilities, a potential commuter rail station, airport paving, airport fencing, and the purchase of adjacent properties. Also, all of the preferred aircraft tie down spaces are leased.

To facilitate any additional FAA improvements at our airport it is essential to complete this master plan as soon as possible. This master plan is a twenty (year) projection for the needs for Wasilla Airport.

FISCAL IMPACT: ___No XYes, amount requested: \$28,125 Fund: General Fund

RECOMMENDED ACTION:

Approve Ordinance Serial Number 01-17

MAYOR REVIEW/COMMENT:

Reviewed by: SARAH PALIN, Mayor

Presented with: Ord 01-17
Date: 4/9/2001 Verified by: W.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Alaskan Region

222 W. 7th Avenue #14
Anchorage, Alaska
99513-7587

FEB 28 2001

The Honorable Sarah H. Palin
Mayor, City of Wasilla
290 E. Herring Ave
Wasilla, Alaska 99654-7091

Dear Mayor Palin:

**Wasilla Airport, Wasilla Alaska
Project No. AIP 3-02-0417-0701**

A grant offer is hereby transmitted committing the United States to participate in allowable costs for the subject project not to exceed the maximum obligation of **\$421,875.00** for the following airport improvements:

"CONDUCT AIRPORT MASTER PLAN STUDY"

Please have the appropriate official authorized to execute the Grant Offer sign and date the "Acceptance" with the appropriate official attesting the execution and affixing the sponsor's corporate seal. The sponsor's attorney then must execute and date the "Certificate of Sponsor's Attorney" with the date being no earlier than the date of acceptance of the Grant Agreement.

Please note that the enclosed grant offer is conditional upon your acceptance by **April 30, 2001**. Three originals of the completely executed grant agreement must be returned.

Sincerely,

David S. Stelling
Acting Manager, Airports Division

Enclosure: Grant Agreement



U.S. Department of Transportation
Federal Aviation Administration

GRANT AGREEMENT

FEB 28 2001

Date of Offer _____
Project No. 3-02-0417-0701

RECIPIENT: The City of Wasilla (herein called the "Sponsor")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 16, 2001, for a grant of Federal funds for a project at or associated with the Wasilla, Alaska Airport 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 Planning (herein called the "Project") consisting of the following: "Conduct Airport Master Plan Study" 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, herein called Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations 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 referenced to, 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-THREE AND THREE QUARTERS PERCENT (93.75%) thereof. The maximum obligation of the United States payable under this offer shall be \$421,875.00. It is mutually understood and agreed to by the parties that sponsor assurances (dtd 9/99) are hereby incorporated by reference.

The offer is made on and subject to the following terms and conditions:

Conditions

1. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
2. 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.
3. 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.
4. 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 disbursed 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.

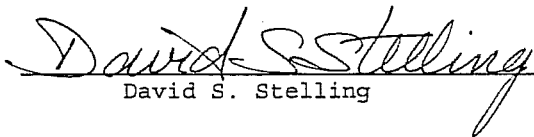
5. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with this grant agreement.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before April 30, 2001 or such subsequent date as may be prescribed in writing by the FAA.
7. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

Special Conditions

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

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 Title 49 U.S.C., 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 (dtd 9/99) and hereby incorporated herein by reference. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


David S. Stelling

Acting Manager, Airports Division

ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 2001

(Name of Sponsor)

By _____
(Sponsor's Designated Official Representative)

Title _____

(SEAL)

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter in the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof

Dated at _____ this _____ day of _____, 2001

Signature of Sponsor's Attorney