

Non-Code Ordinance

By: Public Works  
Introduced: July 23, 2018  
Public Hearing: August 13, 2018  
Adopted: August 13, 2018  
Yes: Burney, Dryden, Graham, Harvey, Ledford, O'Barr  
No: None  
Absent: None

**City of Wasilla  
Ordinance Serial No. 18-25**

**An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2019 Budget By Appropriating \$906,000 From The General Fund, Fund Balance For The Purchase Of Parcel D6 within Section 12 Township 17N Range 2W Adjacent To The Wasilla Airport For Future Airport Expansion.**

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

**Section 2. Purpose.** To transfer funds from the general fund, fund balance for the purchase of Parcel D6 within Section 12 Township 17N Range 2W adjacent to the Wasilla Airport for future airport expansion.

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

Airport Land Acquisition	330-4379-437.45-04	906,000
Transfer/Capital Projects Fund	001-4990-499.99-11	906,000

**Section 4. Source of Funds.**

General Fund, Fund Balance	001-0000-253.10-00	906,000
Transfer/General Fund	110-0000-391.10-01	906,000

**Section 5. Authority of Officers.** The Mayor is authorized and directed to do and perform all things and determine all matters not determined by this ordinance, to the end that the City may carry out its obligations under the sales agreement and ordinance to purchase Parcel D6 adjacent to the Wasilla Airport.

**Section 6. Effective date.** This ordinance shall take effect upon adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on August 13, 2018.

  
BERT L. COTTLE, Mayor

ATTEST:

  
JAMIE NEWMAN, MMC, City Clerk

[SEAL]

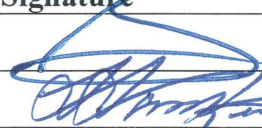
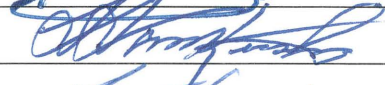
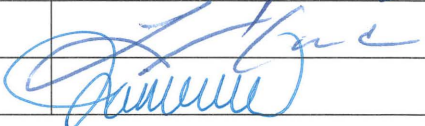

## CITY COUNCIL LEGISLATION STAFF REPORT

**Ordinance Serial No. 18-25: Amending The Fiscal Year 2019 Budget By Appropriating \$906,000 From The General Fund, Fund Balance For The Purchase Of Parcel D6 Within Section 12 Township 17N Range 2W Adjacent To The Wasilla Airport For Future Airport Expansion.**

Originator: Public Works Director

Date: July 11, 2018

Agenda of: July 23, 2018

Route to:	Department Head	Signature	Date
X	Public Works Director		7/11/18
X	Finance Director		7.11.18
X	Deputy Administrator		7/12/18
X	City Clerk		7/12/18

Reviewed by Mayor Bert L. Cottle:

 7/12/2018

**Fiscal Impact:**  yes

**Funds Available:**  yes \$906,000

**Account name/number:** Airport Land Acquisition/ 330-4379-437.45-04

**Attachments:** Ordinance Serial No. 18-25 (2 page)

Mat-Su Borough Property Detail (2 pages)

Airport Master Plan Drawing (1 page)

Agreement for Sale of Real Property (6 pages)

**Summary Statement:** This ordinance is proposed for the purchase of a 70-acre parcel adjacent to the Wasilla Airport that was identified in the 2003 and 2013 Airport Master Plans for future expansion of lease lot area. The City currently has a waiting list for lease lots and needs new areas to develop for both private and commercial hangar space. The area contains approximately 20 acres of wetlands and 50 acres of uplands that can be developed into 30 lease lots which doubles the potential hangar space at the airport. The purchase is proposed with City funds as the Federal Aviation Administration will not fund property acquisition for additional lease lots at the Wasilla Airport.

**Recommended Action:** Adopt ordinance.



# MATANUSKA-SUSITNA BOROUGH

## Real Property Detail for Account: 17N02W12D006

Site Information

<b>Account Number</b>	17N02W12D006	<b>Subdivision</b>	
<b>Parcel ID</b>	52071	<b>City</b>	None
<b>TRS</b>	S17N02W12	<b>Map HO09</b>	Tax Map
<b>Abbreviated Description (Not for Conveyance)</b>	TOWNSHIP 17N RANGE 2W SECTION 12 LOT D6		

Ownership

<b>Owners</b>	LOY JEANELLE E RJ&L'S PRTNRSHIP & ETAL	<b>Buyers</b>	
<b>Primary Owner's Address</b>	1415 SPAR AVE ANCHORAGE AK 99501	<b>Primary Buyer's Address</b>	

Appraisal Information

Appraisal Information				Assessment			
Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed*
2018	\$221,000.00	\$0.00	\$221,000.00	2018	\$221,000.00	\$0.00	\$221,000.00
2017	\$221,000.00	\$0.00	\$221,000.00	2017	\$221,000.00	\$0.00	\$221,000.00
2016	\$221,000.00	\$0.00	\$221,000.00	2016	\$221,000.00	\$0.00	\$221,000.00

Building Information

Building Item Details				Recorded Documents		Percent Complete	
Building Number	Description		Area	Date	Type	Recording Info (offsite link to DNR)	
Tax/Billing Information							
Year	Certified	Zone	Mill	Tax Billed	Date	Type	Recording Info (offsite link to DNR)
2018	Yes	0037	16.509	\$3648.49	7/8/2014	QUITCLAIM DEED (ALL TYPE)	<a href="#">Palmer 2014-012658-0</a>
2017	Yes	0037	16.51	\$3648.71	10/12/2010	CORRECTIVE DEED	<a href="#">Palmer 2010-020102-0</a>
2016	Yes	0037	16.139	\$3566.72	6/1/2010	QUITCLAIM DEED (ALL TYPE)	<a href="#">Palmer 2010-010147-0</a>

Tax Account Status †

Status	Tax Balance	Farm	Disabled Veteran	Senior	Optional	Total	LID Exists
Current	\$3,648.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	No

Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
70.16	70.16	Assembly District 004	<a href="#">07-130</a>	130 Central Mat-Su	027 Meadow Lakes RSA

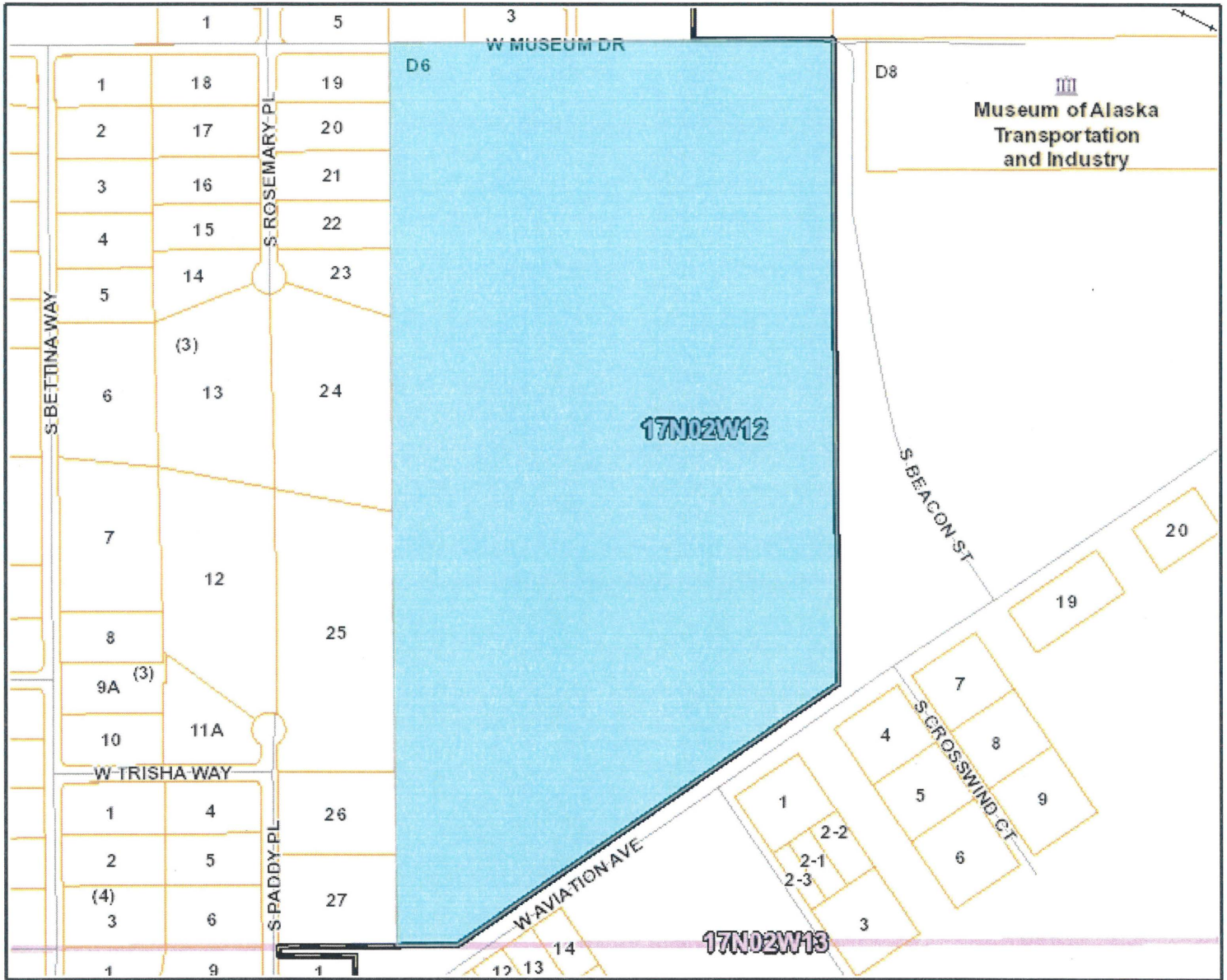
\* Total Assessed is net of exemptions and deferrals, rest, penalties, and other charges posted after Last Update Date are not reflected in balances.

Last Updated: 7/10/2018 4:00:01 AM

† If account is in foreclosure, payment must be in certified funds.



# Matanuska-Susitna Borough Land Information Parcel Report



Selected parcel highlighted

**Account ID:** 17N02W12D006

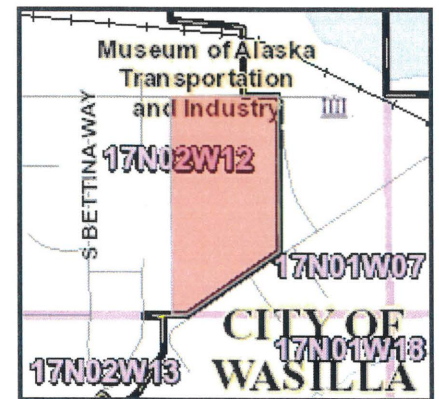
**Owner(s):** LOY JEANELLE E

RJ&L'S PRTRNSHIP & ETAL

**General Owner:** PRIVATE

**Legal Description:** TOWNSHIP 17N RANGE 2W

SECTION 12 LOT D6



Parcel location within Matanuska-Susitna Borough

**LEGEND**

- EXISTING PAVEMENT
- AND  PHASE I (0-5 YEARS)
- PHASE II (5-10 YEARS)
- PHASE III (10-20 YEARS)

**PARCEL D6**

ACQUIRE PROPERTY

LEASE LOT DEVELOPMENT

TAXIWAY C EXTENSION

WEST MUSEUM DRIVE

THE ALASKA RAILROAD

N

ACQUIRE PROPERTY

JACOBSEN LAKE

CROSSWIND COURT EXTENSION

TAXIWAY D EXTENSION

EAST APRON EXPANSION

BEACON HILL

AVIATION AVE

GA APRON EXPANSION

PROPOSED RAIL TERMINAL SITE

RUNWAY AND PARALLEL TAXIWAY EXTENSION

ACQUIRE PROPERTY

DAM-TOP ELEV.=296.0

GRAVEL / SKI STRIP

PROPOSED TAXIWAYS

SLIP FINGERS (TYP.)

PAPI

ACCESS ROAD

PROPOSED HELIPAD

FISH PASSAGE CHANNEL

200' X 4500' WATER LAKE  
WS ELEV.=296.0

ACCESS ROAD

SOUTH MACK ROAD

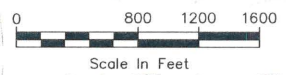
SEAPLANE BASE

RAMP & APRON

2400' T/W CONNECTION AT MAX. 2% GRADE WITH 75' SAFETY AREA

ACQUIRE PROPERTY

LUCILLE CREEK



**WASILLA AIRPORT MASTER PLAN UPDATE  
PHASED DEVELOPMENT PLAN**

**USKH**

DATE  
DEC 2012

FIGURE  
10

FILE: \\1128803\Comp\3\Sheets\Public\Figures\Fig 10\_phased\_development\_plan\_parcel\_d6.dwg

## AGREEMENT FOR SALE OF REAL PROPERTY

2nd THIS AGREEMENT FOR SALE OF REAL PROPERTY ("Agreement"), effective this day of July, 2018, by and between a partnership consisting of Jeanelle E. Loy, as to an undivided thirty percent (30%) interest RJ&L's Partnership, a partnership (consisting of Leon T. Brown, Jr., as to an undivided ninety percent (90%) partnership interest and John S. Smart, as to an undivided ten percent (10%) partnership interest), as to an undivided ten percent (10%) interest, James Cassidy, as to an undivided ten percent (10%) interest, John S. Smart, as to an undivided ten percent (10%) interest, Leon T. Brown, Jr., as to an undivided ten percent (10%) interest, Chad Renner, as to an undivided ten percent (10%) interest, Robert Huppert, as to an undivided ten percent (10%) interest, and Pete Kalamarides, as to an undivided ten percent (10%) interest (hereinafter collectively referred to as "Seller"), and the City of Wasilla, a municipal corporation (hereinafter "Buyer").

1. Purchase and Sale. The Buyer agrees to buy, and the Seller agrees to sell to the Buyer, all of Seller's interest in the real property more particularly described as follows ("Subject Property"):

The West one-half of the Southeast one-quarter (W 1/2, SE 1/4), Section 12, Township 17 North, Range 2 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska.

LESS AND EXCEPTING THEREFROM:

A Portion of the Southwest one-quarter of the Southeast one-quarter (SW ¼, SE ¼), Section 12, Township 17 North, Range 2 West, Seward Meridian, more particularly described as: Beginning at the Southeast corner of said Southwest one-quarter of the Southeast one-quarter (SW ¼, SE ¼) which is marked with a monument A.L.D.S., Section 13, E 1/16, 3143-S, 1978; thence N 00°00'33" W, along the east boundary of said Southwest one-quarter of the Southeast one-quarter (SW ¼, SE ¼), 757.37 feet to corner 19, Wasilla Airport; thence S 56°14'56" W, 1361.26 feet to corner 20, Wasilla Airport, a point on the south line of said Southwest one-quarter of the Southeast one-quarter (SW ¼, SE ¼); thence S 89°56'46" E, 221.29 feet to the True Point of Beginning. Containing 9.84 acres more or less.

2. Purchase Price. The purchase price to be paid by the Buyer to the Seller for all of its interest in the Subject Property shall be the sum of Nine Hundred Thousand Dollars and No/100 Dollars (\$900,000.00).

3. Terms of Payment. The purchase price shall be paid by the Buyer at closing.

4. Prorations. Taxes, assessments and any association fees, if applicable, for the current year shall be prorated as of the date of closing.

5. Inspection of Documents and Premises and Assumption of Obligation. The Buyer and/or Buyer's agents have inspected the property and understand that the property is being purchased AS-IS.

6. Environmental Issues. The Buyer has had an opportunity to undertake a review of the subject property as well as had the opportunity to make environmental inspection of the property. The parties acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the subject property, concerning the impact on the environmental construction, land use, the maintenance and operation of structures and the conduct of business. Buyer will not cause, or permit to be caused, any future act or practice, by negligence, omission, or otherwise, that would adversely affect the environment thereby subjecting the property to "Hazards and Contamination," or do anything or permit anything to be done that would violate any of said laws, regulations, or guidelines. Buyer hereby releases and waives any future claims against Seller for indemnity or contribution in the event Buyer becomes liable for cleanup or other costs under any such laws that were the sole result of Buyer's own actions. Seller sells the subject property to Buyer "as is" and Buyer assumes any and all claims, losses, liabilities, damages, penalties, and expenses (including attorney fees and costs) which Buyer may directly or indirectly sustain or suffer resulting from as a consequence of any use, generation, manufacturer, storage, disposal, release or threatened release occurring during Seller's ownership or interest in the subject property, whether or not the same was or should have been known to Buyer.

(a) For the purposes of this Agreement "Hazards and Contaminations" shall be defined as follows: The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Agreement shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et. seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"), or other applicable state or federal laws, rules or regulations adopted pursuant to the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The provisions of this section of the Agreement, including the obligation to indemnify, shall survive the payment of the obligation under this Agreement.

7. Transfer.

(a) Each party shall execute any further instruments that may be necessary to consummate the transaction and effectively convey and assign the Subject Property from the Seller to the Buyer.

(b) The Seller will execute a Warranty Deed transferring title to all of Seller's interest in the Subject Property free of all liens and encumbrances.

(c) If for any reason the Seller is unable to convey and assign all or any part of the subject property in accordance with the terms hereof, the Buyer may purchase such right, title, and interest as the Seller can convey and assign, with abatement of the purchase price. Nothing contained in this subparagraph however, shall relieve the Seller



of any of its obligations under this Agreement.

(d) The Buyer and the Seller each will pay the portion of the recording costs and charges which are normally charged to the Buyer and the Seller, respectively, under existing escrow practices in Anchorage, Alaska.

(e) The closing date of the escrow shall be on or before August 17, 2018. The closing date is important to the Seller, and time shall be of the essence of the contract with reference to the closing date.

(f) No real estate broker's commission shall be paid by Buyer to any broker. Seller also agrees to hold Buyer harmless from all liability, loss, cost, damage and expense, including attorneys' fees and costs of litigation, either shall ever suffer or incur because of any claim by any other agent or broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement for the sale and purchase of the subject property contemplated hereby and resulting from the acts of the indemnifying party.

8. Possession. Possession of the subject property shall be delivered to the Buyer upon conveyance of title and the close of this transaction.

9. Passage of Title. The parties intend that title to the subject property shall pass from the Seller to the Buyer at the closing of this transaction

10. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) All necessary action has been taken, and approvals obtained for Seller to enter into this Agreement; and

(b) Leases on the Subject Property. During the term of this Agreement, Seller shall not enter into nor extend any lease agreement unless Buyer provides prior written consent to the same.

11. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) All necessary action has been or will be taken by closing date, and approvals obtained for Buyer to enter into this Agreement and to purchase the Subject Property as herein provided by the closing date, that includes City Council appropriation of funding for the purchase by the closing date.

12. Assignment. Unless agreed to in writing by the Seller, this Agreement shall not be assignable by either party with the express written consent of the non-assigning party, which shall not be unreasonably withheld.

14. General Provisions.

(a) Time of Performance. Time is of the essence of this Agreement. It is the express intention of all of the parties to this Agreement that no extensions or grace periods beyond the deadlines set forth in this Agreement shall be provided, because all intended extensions and grace periods have been taken into consideration in establishing such deadlines. Each party shall use the utmost good faith and due diligence in the performance of their respective obligations herein.

(b) Parties Bound and Benefited. The covenants, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, devisees, administrators, executors, representatives, assigns, successors and successors in interest of the respective parties hereto. No other third parties are intended to be benefited by this Agreement.

(c) Amendment and Novation. No amendment or novation to or of this Agreement shall be effective unless it is completely and unambiguously contained in a writing executed by all of the parties to this Agreement.

(c) Marginal Titles and Headings. The marginal titles, subtitles, headings and subheadings of the paragraphs, subparagraphs, sections and subsections herein are intended to be for reference and for the sake of convenience only and shall not be construed to narrow or broaden the scope of or affect whatever interpretation or construction would otherwise be given to the plain and ordinary meanings of the words herein.

(d) Entire Agreement. This written Agreement is fully integrated, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior and contemporaneous agreements, contracts, representations, promises, acknowledgments, warranties and covenants, oral or written, by and between the parties with respect to such subject matter which are not included herein.

(e) Applicable Law. This Agreement and the respective rights and obligations of the parties hereunder shall be construed and interpreted as a contract under the laws of the State of Alaska.

(f) Exclusive Jurisdiction/Venue. In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Agreement, the jurisdiction and venue therefore shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Palmer, Alaska.

(g) Waivers. The failure by any party to exercise any right or remedy or to object to a default under or breach of this Agreement shall not constitute a waiver, either express or implied, of the right to do so in the future.

(h) Interpretation. The language in all parts of this Agreement shall be construed (a) according to its fair meaning and common usage and (b) not strictly for or against any party to this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, so long as each of the parties to this Agreement executes at least one counterpart; and all such executed counterparts shall collectively constitute one and the same original document.

(j) Independent Counsel. Each party to this Agreement acknowledges that it has enjoyed or had the opportunity to obtain the advice and representation of competent independent legal, business, tax and financial counsel in negotiating, entering into and executing this Agreement. The fact that this Agreement may have been drafted in whole or in part by one such party's counsel shall not cause any part of this Agreement to be construed against such party.

(k) Severability. In the event that any term or condition of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining terms and conditions shall nevertheless be valid and enforceable as if such void or unenforceable term or condition had been omitted from the Agreement when it was formed; provided, however, that if any such void or unenforceable term or condition goes to the essence of this Agreement, this Agreement shall be rescinded and the parties shall, to the extent possible, be returned to the status quo ante.

(l) Notices. Each notice required under this Agreement or by law shall: (a) be in writing; (b) contain a clear and concise statement setting forth the subject and substance thereof and the reasons therefore; and (c) be personally delivered, facsimile transmitted ("FAX"), or duly mailed by certified mail, return receipt requested, to each party to this Agreement at the address they designate set or to such other address or number as that party may have most recently given notice of to all of the other parties. All such notices shall be effective (a) when actually received by the recipient or an authorized representative or agent of the recipient or (b) three (3) business days after they are sent (not including the date of transmittal), whichever occurs earlier.

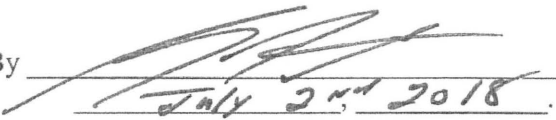
(m) Survival. All of the representations and warranties of the parties shall survive the termination of this Agreement for any reason and any Closing contemplated by this Agreement.

(n) Attorney's Fees and Legal Costs. All of the attorney fees and legal costs incurred by the respective parties in negotiating and forming into this Agreement shall be borne by the respective parties. Reasonable costs and attorney's fees incurred by any party to this Agreement to enforce any obligations of any other party under this Agreement or any instruments executed in connection herewith shall be paid to the prevailing party by the other party and shall bear interest at the legal rate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written in Anchorage, Alaska.

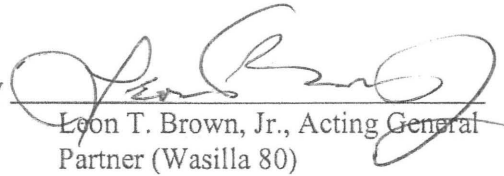
BUYER:

CITY OF WASILLA

By   
July 2<sup>nd</sup> 2018

SELLER:

LEON T. BROWN, JR.

By   
Leon T. Brown, Jr., Acting General  
Partner (Wasilla 80)