

By: Finance Department
Adopted: September 14, 2015
Vote: Buswell, Graham, O'Barr, Wall, in favor
Sullivan-Leonard and Wilson absent

**City of Wasilla
Resolution Serial No. 15-25**

A resolution of the Wasilla City Council authorizing the Mayor to execute an agreement with The Last Frontier Brewing Company for a parking lot lease in the amount of \$10,800 for thirty-six (36) months.

WHEREAS, the City of Wasilla owns Lot 8, Block 1, Wasilla Townsite Downtown Gravel Parking Lot; and

WHEREAS, the parking lot is available for lease during the proposed times; and

WHEREAS, the lease agreement would generate revenue to the City of \$2,700 in Fiscal Year 2016, \$3,600 in Fiscal Year 2017, \$3600 in Fiscal Year 2018, and \$900 in Fiscal Year 2019 for a total of \$10,800.

NOW, THEREFORE, BE IT RESOLVED, that the Wasilla City Council authorizes the Mayor to execute an agreement with The Last Frontier Brewing Company for leased space at Lot 8, Block 1, Wasilla Townsite Downtown Gravel Parking Lot in the amount of \$10,800 for thirty-six (36) months.

ADOPTED by the Wasilla City Council on September 14, 2015.



BERT L COTTLE, Mayor

ATTEST:



KRISTIE SMITHERS, MMC, City Clerk

[SEAL]

CITY COUNCIL LEGISLATION STAFF REPORT

Resolution Serial No. 15-25: A resolution of the Wasilla City Council authorizing the Mayor to execute an agreement with The Last Frontier Brewing Company for a parking lot lease in the amount of \$10,800 for thirty-six (36) months.

Originator: April Dwyer, Purchasing/Contracting Officer

Date: 8/31/2015

Agenda of: 9/14/2015

Route to:	Department Head	Signature	Date
X	Chief of Police		9/2/15
X	Public Works Director		9/2/15
X	Recreation & Cultural Services Director		9-2-15
X	Finance Director		9-1-15
X	Deputy Administrator		9-2-15
X	City Clerk		9.2.15

Reviewed by Mayor Bert L. Cottle:  09:03:2015

Fiscal Impact: yes or no

Funds Available: yes or no N/A

Account name/number:

Rents & Royalties

001.4300.362.15.00

\$3,600

Attachments: Lease Agreement (5 pages)

Resolution Serial No. 15-25 (1 page)

Summary Statement: This agreement covers Lot 8, Block 1, Wasilla Townsite Downtown Parking Lot which is currently leased from 10:30 a.m. to 6:00 p.m. Monday through Friday and 10:30 a.m. through 4:00 p.m. Saturday and Sunday.

The Last Frontier Brewing Company would like to lease the parking lot for additional patron parking during the hours it is not being used. This lease will be Monday through Sunday from 6:00 p.m. to 6:00 a.m.

The lease agreement term is from October 1, 2015 through September 30, 201; a 36 month term providing for \$3,600 rental revenue per fiscal year or \$10,800 total for the three year term.

Recommended Action: Adopt Resolution Serial No. 15-25.

LEASE
of Lot 8, Block 1, Wasilla Townsite
Downtown Parking Lot

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This LEASE is between the CITY OF WASILLA, an Alaskan municipal corporation hereinafter referred to as the "Lessor", and The Last Frontier Brewing Company LLC., []an individual business, [] a partnership, [X] an Alaskan Corporation, hereinafter referred to as the "Tenant".

The parties hereby agree as follow:

ARTICLE 1

PREMISES, TERMS AND RENTALS

Section 1.1 Premises

Lessor leases to tenant, and tenant leases from lessor, the following described real property (hereinafter "the Property"):

Lot 8, Block 1, Wasilla Townsite, 290 N. Boundary as shown on Exhibit A to the Lease containing 0.16 acres.

Section 1.2 Term

The term of this lease shall be for a period of (3) years, commencing on the 1st day of October 1, 2015 (the Commencement Date), and expiring on the 30th day of September, 2018, unless sooner terminated as provided in this lease. This lease is from 6:00 p.m. to 6:00 a.m. Monday through Sunday.

Section 1.3 Rent

Tenant shall pay to the Lessor the amount of Three Hundred Dollars (\$300.00) per month. Failure to pay rent by the tenth (10th) day of the month shall obligate the Tenant to pay a late charge of \$50.00 for each late payment.

Section 1.4 Rent Adjustment

At each 3-year interval, the fair market value of the Property leased to the Lessee and an appropriate lease rate shall be determined by the City Council in a manner deemed appropriate by the Council.

ARTICLE II

USE

Section 2.1 Parking Lot

Tenant may use the property for customer parking between the hours of 6:00p.m. and 6:00a.m. only. It is the purpose of this lease to foster support of the tenant's business.

Section 2.2 Prohibited Uses

Tenant shall not use or permit any part of the Property to be used for any unlawful purpose or for any purpose, that may constitute a nuisance or hazard to health, safety, or property. Tenant shall not permit any part of the Property to be used for any purpose in violation of any applicable law, lawful order, or rule or regulation.

Section 2.3 Hazardous Material

Tenant shall not cause or permit any hazardous material to be on or used on the Property.

Section 2.4 Discriminatory Acts Prohibited

The Tenant shall not discriminate against any person or class of persons by reason of race, color, creed, gender, or national origin.

Section 2.5 Maintenance of Premises

The Tenant shall keep the entire premises in good repair and in a neat, orderly and sightly condition. The Tenant shall not cause or permit to remain any litter, garbage, debris, weeds or other items and materials of other kind whatsoever. The Tenant is responsible for any maintenance associated with use as a parking lot.

Section 2.6 Tenant's Right to Terminate

The Tenant shall have the option to terminate this lease for any reason upon thirty (30) day written notice to Lessor.

ARTICLE III

INDEMNIFICATION AND INSURANCE

Section 3.1 Indemnification

The Tenant shall defend, save and hold the Lessor harmless from any and all claims, demands, suits or liability, including all attorneys' fees, arising from any and all loss, damage to property or death or injury to persons occurring in connection with the occupancy of the property or operations under this lease. This indemnification agreement includes claims alleging acts or omissions by the Lessor or its agents, which are claimed to have contributed to the loss or damage. However, Tenant shall not be responsible for any damage or claim arising from the negligence or willful misconduct of the Lessor or its agents.

Section 3.2 Insurance

The Tenant shall obtain and maintain throughout the period of performance of this lease insurance in the following minimum requirements:

Commercial General Liability Insurance in the Amount of:

\$1,000,000.00 Combined Single Limit of Liability per
Occurrence

The Policy shall be endorsed to include the City of Wasilla as an additional insured, with a minimum of thirty (30) days notice of cancellation to the City of Wasilla. Prior to the execution of this Lease, certificates of insurance and/or letter verification of the effectiveness of such insurance, shall be furnished so as to demonstrate compliance with the foregoing insurance requirements. Continuing evidence of compliance with the insurance requirements in the form of certificates and/or letters of verification may be requested by the Lessor at any time.

ARTICLE IV

DEFAULT AND ENFORCEMENT

Section 4.1 Default Defined

Each of the following shall be deemed a default by the Tenant and a breach of this lease:

- (a) Failure to pay the rent provided herein, or any part thereof, for a period of ten (10) days after it is

due.

- (c) Failure to provide and maintain in effect insurance in compliance with Section 3.3.
- (d) Failure to do, observe, keep and perform any other term, covenant, condition, agreement or provision contained in this lease for a period of thirty (30) days after written notice of such failure is sent by Lessor, or, in the case of a default not reasonably susceptible of being cured within thirty (30) days (which does not include any default which may be cured by the payment of money), failure to commence promptly and proceed diligently and in good faith to cure within a total of sixty (60) days after the sending of the notice.

Section 4.2 Lessor Remedies on Default

In the event of any default by the Tenant, the Lessor may:

- (a) Terminate this lease in accordance with Section 5.3, below,
- (b) Perform any act required hereunder to be performed by the Tenant and recover the cost thereof as provided in Section 5.4, below,

Section 4.3 Termination

In the event of default by the Tenant, Lessor may send a written notice to the Tenant stating that the Lessor elects to terminate this lease upon a specified date not less than thirty (30) days after the date of the sending of such notice at which date this lease shall expire as if that date had been originally fixed as the expiration date of the term unless the default is cured within the applicable period provided in the notice of termination. Upon termination, all interest of the Tenant in the Property shall expire and Lessor shall have the right to immediate possession.

ARTICLE V

GENERAL COVENANTS

Section 5.1 Condition and Status of Premises

Tenant acknowledges that Tenant has examined the Property and accepts same in its present condition without any representation or warranty, express or implied in fact or by law, by the Lessor as to the title, nature, condition or usability of the premises for the purposes set forth in this lease, all of these warranties being hereby expressly disclaimed by Lessor.

Section 5.2 Holdover

In the event the Tenant shall hold over after the expiration or termination of this lease for any cause whatsoever, such holding over shall be deemed a tenancy from month to month only, at the same rental per month and upon the same provisions set forth in this lease. The lessor may terminate this holdover tenancy by giving Tenant written prior notice of at least thirty (30) days. Such holding over period shall include any time employed by the Tenant to remove any buildings, structures or improvements permitted by this lease.

Section 5.3 Notices

Any notices required to be sent in accordance with the terms of this lease, including legal process, shall be sent in writing by registered or certified mail, to the parties at the following addresses unless otherwise notified in writing and deemed to be received when so sent:

Lessor's Address: City of Wasilla
290 E. Herning Avenue
Wasilla, Alaska 99654

Tenant's Address: The Last Frontier Brewing Company
212 N Boundry Street
Wasilla, AK 99654

LESSOR:

Bert Cottle, Mayor
City of Wasilla

Date

TENANT:

I, Randall Martin am providing a personal guarantee for all rents/conditions of this lease.

Randall Martin, Owner
The Last Frontier Brewing Company

Date

I, Robert Martin am providing a personal guarantee for all rents/conditions of this lease.

Robert Martin, Owner
The Last Frontier Brewing Company

Date