

By: Public Works Department  
Adopted: October 26, 2015  
Vote: Graham, O'Barr, Wall and Wilson in favor  
Burney opposed  
Sullivan-Leonard absent

**City of Wasilla  
Resolution Serial No. 15-34**

**A resolution of the Wasilla City Council authorizing the Mayor to execute a park use lease agreement with the local veterans' organizations for the relocation of the Veterans' Wall of Honor to the City's Armed Forces Honor Garden at Iditapark.**

WHEREAS, the Mat-Su Borough has sold the property where the Veterans' Wall of Honor is currently located; and

WHEREAS, the Mat-Su Borough has committed to funding the relocation of the Veterans' Wall of Honor; and

WHEREAS, the city administration has met with the local veterans' organizations and developed a plan to incorporate the Veterans' Wall of Honor into the City's Armed Forces Honor Garden at Iditapark; and

WHEREAS, the local veterans' organizations have agreed that the City's Armed Forces Honor Garden is an appropriate location for the Veterans' Wall of Honor.

NOW, THEREFORE, BE IT RESOLVED the Wasilla City Council authorizes the Mayor to execute a park use lease agreement with the local veterans' organizations for the relocation of the Veterans' Wall of Honor to the City's Armed Forces Honor Garden at Iditapark.

ADOPTED by the Wasilla City Council on October 26, 2015.

  
BERT L. COTTLE, Mayor

ATTEST:

  
KRISTIE SMITHERS, MMC, City Clerk

[SEAL]

# WASILLA

• ALASKA •



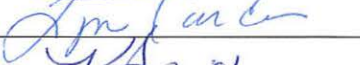
## CITY COUNCIL LEGISLATION STAFF REPORT

**Resolution Serial No. 15-34: Authorizing the Mayor to execute a park use lease agreement with the local veterans' organizations for the relocation of the Veterans' Wall of Honor to the City's Armed Forces Honor Garden at Iditapark.**


Originator: Mayor Bert L. Cottle

Date: October 13, 2015

Agenda of: October 26, 2015

Route to:	Department Head	Signature	Date
X	Recreation & Cultural Services Director		
X	Finance Director		10/13/15
X	Public Works Director		10/13/15
X	Deputy Administrator		10/13/15
X	City Clerk		10.13.15

Reviewed by Mayor Bert L. Cottle:

 10:13:2015

**Fiscal Impact:**  yes  no

**Account name/number:**

**Attachments:** Park Use Lease Agreement (7 pages)

**Summary Statement:** The Mat-Su Borough has sold the property where the Veterans' Wall of Honor is currently located, and the borough has committed to funding the relocation of the wall of honor. The administration has met with the local veterans' organizations and developed a plan to incorporate the Veterans' Wall of Honor into the City's Armed Forces Honor Garden at Iditapark. The local veterans' organizations include:

- Veterans of Foreign Wars Susitna Post #9365
- American Legion Susitna Valley Post #35
- AMVETS Post #9
- Never Forget AMVETS Post #11

**Staff Recommendation:** Adopt Resolution Serial No. 15-34.

## PARK USE LEASE

THIS PARK USE LEASE (the "Lease") is made this 1st day of March 1, 2016, by and between CITY OF WASILLA, An Alaska municipal corporation("Lessor"), whose address is 290 E. Herning Avenue, Wasilla, Alaska, 99654, and the following Veteran's Organizations ("Lessee"):

Veterans of Foreign Wars Susitna Post #9365  
301 E. Lake View Avenue; Wasilla, Alaska 99654; and

American Legion Susitna Valley Post #35  
4180 W. Tweed Court; Wasilla, Alaska 99654; and

AMVETS Post #9  
1591 Creste Foris Street; Wasilla, Alaska 99654; and

Never Forget AMVETS Post #11  
951 Hermon Road, Suite 2; Wasilla, Alaska 99654

### **RECITALS**

WHEREAS, it is in the public interest to find a new location for the Veterans' Wall of Honor, Dedicated on November 11, 1992; and

WHEREAS, the City owns the property know as Iditapark and it contains an Armed Forces Honor Garden that pays tribute to the armed forces of the United States; and

WHEREAS, the Armed Forces Honor Garden has area available to display the Veterans' Wall of Honor; and

WHEREAS, the proposed use of the Armed Forces Honor Garden is for a worthwhile public service and the use will be nonprofit.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Premises. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, does hereby let, lease and demise to Lessee, and Lessee does hereby lease from Lessor, the property located in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

A portion of Lot 1A Iditaparcel Add. No. 1 within the Armed Forces Honor Garden is hereinafter referred to as the "Premises" or the "Leased Premises" as shown on Exhibit A.

2. Term.

a. Initial Term. Subject to the Lessee's right to extend the Lease as set forth in this Lease, the initial term of this Lease shall be for twenty (20) years (the "Initial Term"), and shall commence upon the 1st day March, 2016 (the "Lease Commencement Date") and expire on the 28th day of February, 2036 (the "Lease Expiration Date").

b. Options to Extend. Lessee shall have the option to extend this Lease for additional terms commencing on the expiration of the Initial Term ("Extended Term"). In order to exercise the option to extend, Lessee must not be in default and must give Lessor written notice of its election to extend. Any notice to extend the Lease will not be delivered to Lessor more than two (2) years in advance and not less than six (6) months prior to the expiration of the Initial Term. All the terms and conditions of this Lease shall apply during the Extended Term, provided, however, that no additional options to extend shall be created by Lessee's election to extend this Lease. Both the Initial Term and Extended Term shall be referred to collectively as the Lease Term throughout this Lease.

3. Rent. Lessee shall pay Lessor rent in the amount of Ten Dollars (\$10.00) per year ("Base Rent"). Base Rent shall be paid at the address set forth in Section 11 of this Lease, or such other place as Lessor may designate in writing from time to time.

4. Lessee's Acceptance of Premises. Lessee acknowledges having inspected or having been given the full opportunity to inspect the Premises and the improvements, equipment and other personal property thereon, and hereby accepts the same in their present condition. No representation, statement or warranty, express or implied, has been made by or on behalf of Lessor as to the condition of the foregoing, or as to the use that may be made of it. In no event shall Lessor be liable for any defect or condition, present or future, in or on the Premises or the improvements, equipment and other personal property thereon, for any claims or damages arising therefrom, or for any limitation, present or future, on the use thereof.

5. Use by Lessee. Lessee shall utilize the Premises solely to install, display and visit the Veterans' Wall of Honor Wall and memorial plaques, flags and other objects associated with the wall of honor; and to conduct activities that honor the armed forces of the United States. Lessee shall remain a nonprofit organization. Lessee shall abide by all applicable federal, state and local statutes, regulations and ordinances, and shall not cause or permit any nuisance or similar offensive use on the Premises.

6. Right to Enter and Inspect. Lessor shall have the right, at reasonable times, to enter the Premises to inspect same.

7. Assignment. This Lease may not be assigned, nor may the Premises be sublet without the advance written consent of Lessor.

8. Indemnification. Lessor shall not be liable for any injury or death to any person or for any loss or damage to any property or for any other loss or damage on or about the Premises from any cause whatsoever. Lessee assumes liability for and agrees to indemnify, save and hold Lessor harmless from any and all claims arising out of its use of the Premises, and any operations necessary or incidental thereto, including claims for damage, death or injury to any person, persons or property arising from any act or omission of, or the use, possession or occupancy of the Premises by Lessee, its officers, employees, agents, invitees, visitors or other persons. Lessee's obligation of indemnification shall extend to and encompass costs and reasonable attorneys' fees associated with the defense of any such claim or action.

9. Default and Termination. Should Lessee fail to perform any of Lessee's obligations hereunder, Lessor may terminate this Lease upon thirty (30) days' notice to Lessee unless the default is cured to the reasonable satisfaction of Lessor within said 30-day period or, in the case of a default which cannot with due diligence be cured within a 30-day period, Lessee promptly commences within said 30-day period and diligently and continuously prosecutes to completion all steps necessary to cure the default to the reasonable satisfaction of Lessor.

10. Holdover. Lessee holds over beyond the expiration of the Lease Term of the Lease and the Lease Term has not been extended or renewed in writing, such holding over shall constitute a tenancy from month-to-month on the same terms and conditions set forth in this Lease.

11. Notices. Notice shall be sufficiently given according to the terms of this Lease when mailed via first class mail, postage prepaid, to the parties at the addresses set forth below, or at such other address as a party designates in writing:

City of Wasilla  
290 E. Herning Ave; Wasilla, Alaska 99654

Veterans of Foreign Wars Susitna Post #9365  
PO Box 872000; Wasilla, Alaska 99687

American Legion Susitna Valley Post #35  
PO Box 870370; Wasilla, Alaska 99687

AMVETS Post #9  
1591 Creste Foris Street; Wasilla, Alaska 99654

Never Forget AMVETS Post #11  
951 Hermon Road, Suite 2; Wasilla, Alaska 99654

12. Modification. No modification or amendment of this Lease shall be binding unless made in writing and signed by the parties.

13. Binding Effect. This Lease shall be binding upon the parties and their respective successors and assigns.

14. Severability. If a court of competent jurisdiction finds any provision of this Lease to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person(s) or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Lease in all other respects shall remain valid and enforceable.

15. Entire Agreement. This Lease contains the entire agreement between the parties as of this date, and supercedes all prior written or oral agreements regarding this subject matter.

16. Governing Law. This Lease shall be governed and construed by the laws of the State of Alaska.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals, the day and year first above written.

LESSOR:

CITY OF WASILLA

By: \_\_\_\_\_  
Bert L. Cottle, Mayor

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Bert L. Cottle Mayor of the CITY OF WASILLA, an Alaska municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission expires: \_\_\_\_\_

LESSEE:

Veterans of Foreign Wars Susitna Post #9365

By: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of Veterans of Foreign Wars Susitna Post #9365.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission expires: \_\_\_\_\_

American Legion Susitna Vallet Post #35

By: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of American Legion Susitna Vallet Post #35.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission expires: \_\_\_\_\_

LESSEE:

AMVETS Post #9

By: \_\_\_\_\_

STATE OF ALASKA                )  
  ) ss:  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of AMVETS Post #9.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission expires: \_\_\_\_\_

Never Forget AMVETS Post #11

By: \_\_\_\_\_

STATE OF ALASKA                )  
  ) ss:  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of Never Forget AMVETS Post #11.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission expires: \_\_\_\_\_



# EXHIBIT A

