

Non-Code Ordinance

By: Public Works  
Introduced: November 25, 2019  
Public Hearing: December 9, 2019  
Adopted: December 9, 2019

Yes: Burney, Dryden, Graham, Harvey, Ledford, Velock

**City of Wasilla  
Ordinance Serial No. 19-31**

**An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2020 Budget By Appropriating \$148,000 From The General Fund, Fund Balance For The Purchase Of Lots 11 and 12, Block 2, Wasilla Townsite.**

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

**Section 2. Purpose.** To appropriate funding from the General Fund, fund balance, Land Bank for the purchase of Lots 11 and 12, Block 2, Wasilla Townsite.

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

Land Acquisition	110-4330-433.45-01	\$148,000
Transfer/General Fund	001-4990-499.99-11	\$148,000

**Section 4. Source of Funds.**

General Fund, Fund Balance	001-0000-250.10-00	\$148,000
Land Bank		
Transfer/Capital Fund	110-0000-391.10-01	\$148,000

**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 obligation under the sales agreement and ordinance to purchase Lots 11, and 12, Block 2, Wasilla Townsite.

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

ADOPTED by the Wasilla City Council on December 9, 2019.

  
BERT L. COTTLE, Mayor

ATTEST:  
  
JAMIE NEWMAN, MMC, City Clerk

[SEAL]

## CITY COUNCIL LEGISLATION STAFF REPORT

**Ordinance Serial No. 19-31: Amending The Fiscal Year 2020 Budget By Appropriating \$148,000 From The General Fund, Fund Balance For The Purchase Of Lots 11 and 12, Block 2, Wasilla Townsite.**

Originator: Public Works Director

Date: November 6, 2019

Agenda of: November 25, 2019

Route to:	Department Head	Signature	Date
X	Public Works Director		11/8/19
X	Finance Director		11-8-19
X	Deputy Administrator		11/08/19
X	City Clerk		11/8/19

Reviewed by Mayor Bert L. Cottle:  11/13/2019

**Fiscal Impact:**  yes      **Funds Available:**  yes      \$148,000

**Account name/number:** Land Acquisition/110-4330-433.45-01

**Attachments:** Ordinance Serial No. 19-31 (2 pages)  
Sales Agreement and Map (7 pages)

**Summary Statement:** This ordinance is proposed to appropriate funding for the purchase of Lots 11 and 12, Block 2, Wasilla Townsite. These lots are vacant and located adjacent to City Hall at the corner of Herning Avenue and Knik Street. These lots are ideal for additional parking for City Hall. The property was recently listed in 2019 for sale and the administration believes this is a good opportunity to purchase the property for future use. The ordinance also authorizes the Mayor to perform all things necessary to carry out the City's obligations under the sales agreement and ordinance for the purchase.

**Staff Recommendation:** Introduce and set the ordinance for public hearing.

# Land Purchase and Sale Agreement

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



Dated <u>10/21/2019</u>	Brokerage Names	AK MLS ID #	Brokerage Ph
	Listing Brokerage: <u>Williams Investments</u>	<u>2061</u>	<u>(907) 376-5113</u>
MLS# <u>19-12983</u>	Selling Brokerage: <u>Williams Investments</u>	<u>2061</u>	<u>(907) 376-5113</u>

Licensee Names	License #	Direct Ph	Cell Ph	Email Address
Listing 1: <u>Ethan Williams</u>	<u>4996</u>	<u>(907) 376-5113</u>	<u>(907) 232-8382</u>	<u>ethanw@mtaonline.net</u>
Listing 2: _____	_____	_____	_____	_____
Selling 1: <u>Ethan Williams</u>	<u>4996</u>	<u>(907) 376-5113</u>	<u>(907) 232-8382</u>	<u>ethanw@mtaonline.net</u>
Selling 2: _____	_____	_____	_____	_____

**Licensee Relationships:**

The Seller and Buyer acknowledge the following:

- a) Listing Licensee(s)  is representing the Seller only (may assist the Buyer); or  is assisting both the Buyer and Seller as a Neutral Licensee; or  is assisting the Seller without representation under separate written agreement.
- b) Selling Licensee(s)  is representing the Buyer only (may assist the Seller); or  is assisting both the Buyer and Seller as a Neutral Licensee; or  is representing the Seller only (may assist the Buyer); or  is assisting the Buyer without representation under separate written agreement.

1) **Buyer(s)**, City Of Wasilla, hereby deposit(s) earnest money of One Thousand Dollars (\$ 1,000.00 )Dollars evidenced by:  Cash  Personal Check  Cashier's Check  Note, Due on \_\_\_\_\_, (date)  Or \_\_\_\_\_ shall be held in trust by  Listing Broker  Selling Broker  Other \_\_\_\_\_ as earnest money on and part payment for the purchase of real property and improvements situated in Wasilla (city or area) 99654 (zip), in the Palmer Recording District, State of Alaska, described as: 291 N Knik Street, Wasilla, AK 99654 (Address) Wasilla Townsite (USS 1175) B2 L 11-12 (Legal) (the Property).

**Purchase Price:**  
One Hundred Forty Seven Thousand Dollars 00/100 (\$147,000 )Dollars  
 Down Payment (including earnest money shown above) ..... \$ or % \_\_\_\_\_

- 2) **Terms: Check one below:**
- a)  **All Cash Offer:**  
 No loan is needed to purchase the Property; Buyer shall provide Seller written third-party documentation verifying sufficient funds to close no later than \_\_\_\_\_(date) \_\_\_\_\_(time).
  - b)  **New Financing: Closing is contingent upon Buyer obtaining financing as follows:**  
**Lender:** \_\_\_\_\_
    - i) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the Lender for processing of loan application. Brokers and Licensees have made no representations as to availability of any loans or interest rates. Buyer agrees that the interest rate offered by Lender is not a contingency of this Purchase Agreement, so long as Buyer qualifies for the financing herein agreed.
    - ii) Buyer to obtain loan commitment from Lender not later than \_\_\_\_\_, (date).
    - iii) If Buyer fails to provide notice of inability to obtain loan commitment by such date and does not close, through no fault of the Seller, Buyer shall be in default.
    - iv) If Buyer is unable to obtain loan commitment from Lender by such date, through no fault of Buyer, Buyer to provide written notice to Seller and this Purchase Agreement shall terminate automatically.

  
 Buyer(s) Initials

\_\_\_\_\_  
 Seller(s) Initials

**Land Purchase and Sale Agreement Regarding Property Described As:**

Address: 291 N Knik Street, Wasilla, AK 99654

Legal (the Property): Wasilla Townsite (USS 1175) B2 L11-12

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c)  **Seller Financing:**

- i) \$ \_\_\_\_\_ payable at \$ \_\_\_\_\_ or more, per month including \_\_\_\_\_ % interest per annum for \_\_\_\_\_ years, which shall include (check if applicable):  a "Due on Sale" clause, and/or  a "Right to Sue Under the Note" clause.
- ii) Buyer shall provide Seller with Credit Report or other documentation, as required by Seller, verifying Buyer's ability to purchase according to the price, terms and conditions of the Purchase Agreement by \_\_\_\_\_, (date).
- iii) Seller Financing is contingent upon the Seller's approval of the documentation from Paragraph 2c(ii) on or before \_\_\_\_\_, (date). In the event Buyer fails to obtain Seller's approval, this Purchase Agreement shall automatically terminate.

**3) Costs:**

If applicable, the costs shall be paid by Buyer (B) or Seller (S) as indicated below. Costs payable by both Buyer and Seller to be shared equally. **Buyer to pay for any fees due to requirements of the lender not covered below.**

ITEM	B	S	ITEM	B	S	ITEM	B	S	ITEM	B	S
Credit Report			Escrow Closing Fee	X	X	Resale Certificate /			Assessments Levied		
Appraisal			Bank Set-Up Fee			Public Offer Statement			Assessments Pending		
Atty Document Prep Fee	X	X	Annual Escrow Fee			Soils Test			DEC/MOA Approval Fees		
Recording Fee	X	X	Tax Service Fee			Corner Survey			Sales Tax		X
Assume/Transfer Fee			Loan Origination Fee			Flood Certification			Brokerage Fee		X
HOA Fees			Owner Title Insurance		X						

Buyer Acknowledges receiving copies of the following:  CCR's  Plat  Property Disclosure

HOA Dues are: \$ \_\_\_\_\_

- 4) **Funds At Closing:** Seller and Buyer agree before recording can take place, funds provided to the Closing Agent shall be in the following form: cash; interbank electronic transfer; money order; a certified check or cashier's check drawn on a financial institution located in the state; or any above combination that permits the Closing Agent to convert the deposit to cash not later than the next business day (AS 34.80.040).
- 5) **Recording/Possession:** This sale shall be recorded on 12/16/2019, (date) or earlier by mutual agreement. Prior to recording, Buyer and Seller agree to sign all reasonably necessary closing documents and to perform the reasonable conditions required by the Closing Agent and Buyer's Lender.
- 6) **Prorations:** Property taxes, interest on loans being assumed, prepaid rents, and HOA fees, if applicable, shall be prorated as of the date of recording.
- 7) **Title/Survey:**
  - a) The Seller shall convey title by statutory warranty deed or \_\_\_\_\_.
  - b) Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report and copies of the exceptions it discloses showing the condition of title to the Property. Upon execution of this Purchase Agreement by all parties, Seller will, at  Seller's  Buyer's sole expense, promptly order the report and exceptions from McKinley Title (Title Company) and furnish them to Buyer. Upon receipt of the report and exceptions, Buyer shall have \_\_\_\_\_ business days (five (5) if not filled in) within which to notify Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object, in writing, to any matters disclosed in the report shall constitute acceptance of the report. If, within \_\_\_\_\_ business days (five (5) if not filled in) following receipt of the objections, Seller fails to remove or correct the matters identified in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected prior to the closing date this transaction shall automatically terminate. After closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

  
Buyer(s) Initials

\_\_\_\_\_  
Seller(s) Initials

**Land Purchase and Sale Agreement Regarding Property Described As:**

Address: 291 N Knik Street, Wasilla, AK 99654

Legal (the Property): Wasilla Townsite (USS 1175) B2 L11-12

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**8) Documents Required By Law:**

- a) Buyer  has  has not received a copy of the **Alaska Real Estate Commission Consumer Disclosure**.
- b) In the event a **Resale Certificate** or a **Public Offering Statement** is required by law for the transfer of this Property, it is hereby agreed that the time for the Buyer to review these documents begins at the date and time that the Buyer acknowledges in writing the receipt of these documents.

**9) Lot Size:** Any dimensions, square footage or acreage of the Property set forth in this Agreement are estimates, and may or may not be accurate. If lot dimensions or lot size is important to the Buyer, Buyer should independently determine such information.

**10) Utilities:** Buyer is hereby made aware that there may be cost incurred to connect utilities to subject property. No representation as to the availability or cost for actual utility services is made by Seller or Licensee or Broker.


**11) Property Condition:**

- a) Until the date of possession or recording, whichever is earlier, Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear.
- b) Buyer and Seller understand that Brokers and/or Licensees are not experts in the areas noted in Paragraph 11)e) and Buyer and Seller should rely solely on experts who are qualified in these areas. Brokers and/or their Licensees make no representations regarding the Property.
- c) Buyer shall have the right, at Buyer's expense, to have a licensed contractor(s) or other qualified professional(s) to further inspect and investigate the subject Property on or before 11/22/2019, (date)        a.m. 6:00 p.m. (time). Buyer may terminate this Agreement and receive a return of the Earnest Money if Buyer notifies Seller or Listing Broker in writing before the end of the inspection period that Buyer is not satisfied with Buyer's inspection or investigation. If Buyer does not so notify Seller or Listing Broker of Buyer's termination of this Agreement before the end of the inspection period, Buyer shall be deemed to have waived this contingency.
- d) Seller shall make the premises available for all inspections. Buyer shall defend, indemnify and hold Seller, Brokers and Licensees harmless from all liability or property damage including any liens, claims, damages or costs or personal injury arising from the Property inspections. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. This provision shall survive the termination of this Purchase Agreement.
- e) Buyer's inspection may include, but is not limited to: square footage, school boundaries, zoning, avalanche hazards, pests, structural, well (quantity/quality), soils, drainage, code compliances or possible environmental hazards, waste disposal sites, underground tanks, water contamination and/or other substances/products, etc.
- f) Except as otherwise specifically provided in this Agreement, Buyer accepts the Property AS IS, in its present condition, with all faults, latent or otherwise.
- g) Buyer shall, following any soil tests or other invasive examination, restore the property to its former condition. All holes shall be filled, and any debris shall be removed.

**12) Termination:** In the event this Purchase Agreement is terminated as provided for in this Purchase Agreement absent a default by the Buyer, all earnest money shall be returned to the Buyer and all parties shall be relieved of their obligations as set forth herein.

**13) Time of the Essence and Remedies:** Seller and Buyer understand that time is of the essence. If any obligation is not performed or waived as provided, or if any note or check received as earnest money or any other payment is not paid, honored or tendered when due, there shall be the following remedies:

- a) **If Buyer is in Default:** Seller's remedies shall be limited to liquidated damages in the amount of the earnest money set forth in Paragraph 1 above. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this contract. The parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.
- b) **If Seller is in Default:** Buyer may elect to treat this Purchase Agreement as canceled, in which case all earnest money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Purchase Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

  
Buyer(s) Initials

       /        /         
Seller(s) Initials

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**14) Earnest Money Dispute:** Notwithstanding any termination of this Purchase Agreement, Buyer and Seller agree that, in the event of any controversy regarding the earnest money held by Broker, the Broker may:

- a) Make the determination as to the cause of the failure of this Purchase Agreement and distribute the earnest money accordingly, or
- b) Require the parties to execute an agreement for the release of the earnest money, in which case the earnest money shall be distributed in accordance with such agreement. If the parties are unwilling to execute an agreement for the release of earnest money, the parties shall submit the matter to mediation as provided below, and if mediation fails, the broker may file an interpleader action in a court of competent jurisdiction requesting the court to determine the distribution of the earnest money. Broker shall be entitled to an award from the earnest money of attorneys' fees and costs.
- c) In the event the Broker makes a determination as to the cause of the failure of the Purchase Agreement and distributes the Earnest Money accordingly, the parties hereto agree to indemnify and hold the Broker harmless from any and all claims, liabilities or losses that either party may incur as a result of the Broker's decision.

**15) Mediation:** If a dispute arises relating to this Purchase Agreement, between or among Buyer and Seller, or Broker(s) and/or their representative(s), and is not resolved prior to or after recording, the parties shall first proceed in good faith to submit the matter to mediation. Costs to be shared by mutual agreement between or among the parties. Unless otherwise agreed in mediation, the parties retain their rights to proceed to arbitration or litigation.

**16) Costs and Expenses:** In the event of any arbitration or litigation relating to this Purchase Agreement, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

**17) Broker:** It is mutually agreed by all parties that the Brokers and/or their Licensees shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or omissions of Buyer or Seller.

- a) Both Buyer and Seller acknowledge Brokers are participants of the Alaska Multiple Listing Service, Inc., (AK MLS) and are authorized to report details of the sale to AK MLS.
- b) Buyer and Seller authorize any Lender, escrow agent, closing agent, appraiser, surveyor and any other related party to this sale to furnish and provide, on request or closing, any and all information and copies of documents related to this sale to both the Listing and Selling Brokers and their Licensees.

**18) Acceptance/Notice of Acceptance/Delivery:** This offer may be accepted by being signed by the other party with no changes, and such acceptance shall be effective when a complete copy of the fully signed agreement is delivered to the other party by any one of the following methods:

- a) Hand delivery to the other party or the other party's licensee or the other party's Brokerage;
- b) Via email to the other party or the other party's licensee, but only if the person transmitting the email receives electronic confirmation that the email was received by the intended recipient; or
- c) Via facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

This Purchase Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same documents. Delivery of a photocopy, telefax, electronic, carbon or carbonless copy of a signed original of this Purchase Agreement or any other documents referred to herein shall be treated the same as delivery of the original.

**19) Foreign Investment in Real Property Tax Act:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold from the Seller's proceeds ten percent (10%) of the gross sales price, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to comply with FIRPTA.

**20) Attachments:**  
The following attachments are hereby made part of this Purchase Agreement:


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\_\_\_\_\_  
Buyer(s) Initials

\_\_\_\_\_  
Seller(s) Initials

**Land Purchase and Sale Agreement Regarding Property Described As:**

Address: 291 N Knik Street, Wasilla, AK 99654

Legal (the Property): Wasilla Townsite (USS 1175) B2 L11-12

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**21) Additional Terms and Conditions:**

See attached addendum for additional terms and conditions.

**22) Entire Agreement:** This Purchase Agreement and any attached addenda constitute the whole agreement between the parties. This document may not be modified except in writing and signed by the Parties.

a) Buyer agrees to purchase and pay for the above-described Property on the terms and conditions herein stated. Receipt of a copy of this Purchase Agreement is hereby acknowledged. Buyer understands this is a legally binding contract.

b) Buyer agrees that closing of the sale will constitute an acknowledgment that the premises and its systems are acceptable at the time the sale is closed.

In the event the Seller or Seller's Licensee has failed to notify Buyer or Buyer's Licensee, of the Seller's signed acceptance prior to 10/31/2019, (date) 6:00 a.m. 6:00 p.m. (time), this offer shall terminate.

This Purchase Agreement has significant legal and financial consequences. You are advised to seek independent legal and financial counsel, including tax advice from a tax attorney or CPA, before signing. The Brokers and Licensees cannot give legal, tax or financial advice.

Date 10/21/2019 Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Buyer Signature(s)	E-mail Address	Office Ph(s)	Cell Ph(s)
		Home Ph(s)	Fax Ph(s)
1: <u>[Signature]</u>	_____	_____	_____
2: _____	_____	_____	_____

Print name(s) to be on documents City Of Wasilla

Mail Address 290 E Hering, Wasilla AK 99654

Physical Address 290 E Hering, Wasilla AK 99654

Name of Selling Broker's Office Williams Investments

Licensee Signature [Signature] Licensee Signature \_\_\_\_\_

Selling Licensee #1 Ethan Williams Fax Number: (907) 376-5780 Selling Licensee #2 Fax Number: \_\_\_\_\_

**Brokerage Fee:**

A real estate broker may be compensated by any party to a real estate transaction, by a third party, or by one or more of the parties to the transaction splitting or sharing the compensation. Seller and/or Buyer agree to pay forthwith at closing a brokerage fee in cash as stated in the Personal Services Agreement. (i.e. Listing Agreement, Buyer's Agreement)

[Signature]  
Buyer(s) Initials

\_\_\_\_\_  
Seller(s) Initials



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**Seller Response: (sign only one!)**

- 1
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- 3 **▪ Seller accepts the foregoing offer as written. Seller agrees to sell and convey the Prop-**
- 4 **erty described on the terms and conditions herein stated. Seller understands this is a**
- 5 **legally binding contract.**
- 6

Seller Signature(s)

1: \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Mounts Zella Zink Revocable Trust

Date \_\_\_\_\_ Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

- 7
- 8 **▪ Seller makes the attached Counter Offer**
- 9

Seller Signature(s)

1: \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Mounts Zella Zink Revocable Trust

Date \_\_\_\_\_ Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

- 10
- 11 **▪ Seller hereby rejects the foregoing offer and declines to make a Counter Offer**
- 12

Seller Signature(s)

1: \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Mounts Zella Zink Revocable Trust

Date \_\_\_\_\_ Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

13 Print name(s) Mounts Zella Zink Revocable Trust

14 Mail Address 7730 SW 66th Ave, Portland OR 97223

15 Physical Address 7730 SW 66th Ave, Portland OR 97223

16 Phone \_\_\_\_\_

17 E-Mail albchar@comcast.net

18 Name of Listing Broker's Office Williams Investments

19 Licensee Signature *Ethan Williams* Licensee Signature \_\_\_\_\_

20 Listing Licensee #1 Ethan Williams Fax Number: (907) 376-5780 Listing Licensee #2 Fax Number: \_\_\_\_\_

*[Signature]*

Buyer(s) Initials

/ /  
Seller(s) Initials

