

Non-Code Ordinance

By: Public Works Department  
Introduced: March 9, 2020  
Public Hearing: March 23, 2020  
Adopted: March 23, 2020

Yes: Burney, Dryden, Graham, Harvey, Ledford, Velock  
No: None  
Absent: None

**City of Wasilla  
Ordinance Serial No. 20-09**

**An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2020 Budget By Appropriating \$45,000 From The Sewer Fund For The Purchase Of Parcel D7, Section 13, T17N, R1W, Seward Meridian From The Matanuska-Susitna Borough.**

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

**Section 2. Purpose.** To appropriate funding from the sewer fund for the purchase of Parcel D7, Section 13, T17N, R1W, Seward Meridian from the Matanuska-Susitna (Mat-Su) Borough.

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

Land Acquisition	310-4359-435.45-34	\$45,000
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**Section 4. Source of Funds.**

Sewer Fund	310-0000-250.10-00	\$45,000
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**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 purchase Parcel D7, Section 13, T17N, R1W, Seward Meridian from the Mat-Su Borough.

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

ADOPTED by the Wasilla City Council on March 23, 2020.

  
Bert L. Cottle, Mayor

ATTEST:

  
Jamie Newman, MMC, City Clerk

[SEAL]

**City of Wasilla**  
**Legislative Staff Report**  
**Ordinance Serial No. 20-09**  
 (Non-Code Ordinance)

**Amending The Fiscal Year 2020 Budget By Appropriating \$45,000 From The Sewer Fund For The Purchase Of Parcel D7, Section 13, T17N, R1W, Seward Meridian From The Mat-Su Borough.**

Originator: Archie Giddings, Public Works Director  
 Date: 2/26/2020

Agenda of: 3/9/2020

Route to:	Department Head	Signature	Date
X	Public Works Director		2/26/20
X	Finance Director		2-24-20
X	Deputy Administrator		2/26/2020
X	City Clerk		2/27/2020
X	Mayor		2/27/2020

**Fiscal Impact:**  yes or  no

**Funds Available:**  yes \$45,000

**Account name/number:** Land Acquisition/310-4359-435.45-34

**Attachments:** Ordinance Serial No. 20-09 (2 pages)  
 MSB Memorandum of Agreement (5 pages)

**Summary Statement:** This ordinance is proposed to amend the FY2020 budget by appropriating \$45,000 from the sewer fund for the purchase of a 5-acre parcel from the Mat-Su Borough. This parcel currently has the territorial schoolhouse sitting on it which is planned to be relocated at a future date. Once the school is removed, the administration is proposing a land swap with the adjacent property owner for 5-acres of land next to the sewage treatment plant. This will expand the treatment plant's outfall area which is in the vicinity of the territorial schoolhouse.

**Proposed Action:** Introduce and set the ordinance for public hearing.

**MEMORANDUM OF AGREEMENT**  
(MSB007271)

This MEMORANDUM OF AGREEMENT is hereby made and entered into by and between the Matanuska-Susitna Borough, hereinafter referred to as the "Borough," and the City of Wasilla, hereinafter referred to as the "City," wherein the Borough and the City may be collectively referred to as "the parties" in this Agreement.

WHEREAS, Matanuska-Susitna Borough Assembly Ordinance 17-078 approved the transfer and relocation of real property known as the Fairview Territorial School building to the City for the purpose of historic display and public use in perpetuity; and

WHEREAS, the school is located within a five-acre parcel of land identified as the W1/2NW1/4NE1/4SE1/4, Section 13, Township 17 North, Range 1 West, Seward Meridian, Alaska, which was deeded to the Borough on May 3, 1984 by Corrected Quitclaim Deed, recorded at Book 356 Page 664, Palmer Recording District; and

WHEREAS, the five-acre borough parcel originally was part of a contiguous parent parcel containing 80 acres that was conveyed in 1953 under US Patent #1137720 into private ownership; and

WHEREAS, the remaining parent parcel is still owned privately and it is the desire of the this owner to merge title with the 5-acres and the parent parcel; and

WHEREAS, the City desires to acquire an easement over same said private property for benefit of the city-owned sewage treatment facility, and conveyance of the 5-acre parcel to the City provides a beneficial component of negotiating the easement.

NOW THEREFORE, this is a statement of mutual agreement between the Borough and the City to work collaboratively in the City's need to acquire an easement from the private property owner for benefit of the city-owned facility.

**Section 1. Purpose**

The purpose is to merge title between the five-acre parcel and its parent parcel through conveyance by Quitclaim Deed in order to return the land to a single parcel of land, and to acquire an easement across private property lying adjacent to the City's sewage treatment facility in order to provide additional land needed for the facility.

**Section 2. Contingencies**

The following contingencies shall apply:

1. Borough Assembly approval to convey the five-acre parcel of land to the City and subsequent conveyance to a private party for purpose of merging title with the parent parcel.

2. City Council approval to pay to the Borough an amount of \$45,000.00 for the five-acre parcel of land, representing the fair market value as defined under MSB 23.10.060(B)(2).
3. Successful negotiation by the City for the easement needed across private property for expansion of the sewage treatment facility, and agreement regarding relocation of the Fairview Territorial School.
4. Concurrent recordation of 1) easement and school relocation agreement, and 2) Quitclaim Deed to merge title of the five-acre parcel with the privately owned parent parcel.

**Section 3. Timeline**

The transfer of ownership, rights, and interest in the lands affected shall be completed within 120 days of execution of this Agreement.

**Section 4. Conveyance**

Transfer of the five-acre parcel and all structures and facilities thereon shall be conveyed by Quitclaim Deed, without warranty, either expressed or implied. The Borough assumes no liability whatsoever, regarding the cultural, social, economic, or environmental aspects of the parcel, to include without limitation, soil conditions, water drainage, practical or feasible physical access, availability of gravel or personal use wood supplies, cultural artifacts which may or may not exist, natural or artificial hazards which may or may not exist, merchantability, suitability or profitability of the parcel for any use or purpose or development.

**Section 5. Preservation of School**

In order to preserve the building's historic value and disposition as adopted by Matanuska-Susitna Borough Assembly Ordinance 17-078, relocation of the school building and any associated structures and features shall be negotiated by the City as part of this transaction and recorded as a matter of public record.

**Section 6. Utilities, Costs, and Insurance**

All utilities, costs and insurance related to the school building and property shall become the responsibility of the City upon recordation of the Quitclaim Deed transferring title of the five-acre parcel.

**Section 7. Insurance and Indemnity**

The City shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The City shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation or statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or intangible sustained by any person, or property arising from the City's elected and appointed officials, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the

City shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents or employees.

**Section 8. Interest of Members**

No officer, member, or employee of the City or the Borough, and no member of their respective governing body, and no other public official of the respective governing bodies shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**Section 9. Termination for Convenience**

Either party may terminate this Agreement for convenience, for any reason, or for no reason, at any time by giving 30 days written notice to the other party of such termination and specifying the effective date of such termination. In the event the City terminates this Agreement, all real property shall be retained by the Borough.

IN WITNESS WHEREOF, the Matanuska-Susitna Borough has caused this Agreement to be executed in its name and the City of Wasilla has caused this Agreement to be executed in its name by signature and date hereto.

**MATANUSKA-SUSITNA BOROUGH**

\_\_\_\_\_  
John Moosey, Borough Manager

\_\_\_\_\_  
Date

**CITY OF WASILLA**

\_\_\_\_\_  
Bert Cottle, City Mayor

\_\_\_\_\_  
Date



# MATANUSKA-SUSITNA BOROUGH

## Real Property Detail for Account: 17N01W13D007

### Site Information

<b>Account Number</b>	17N01W13D007	<b>Subdivision</b>	
<b>Parcel ID</b>	12426	<b>City</b>	None
<b>TRS</b>	S17N01W13	<b>Map WA11</b>	
<b>Abbreviated Description (Not for Conveyance)</b>	TOWNSHIP 17N RANGE 1W SECTION 13 LOT D7	<b>Tax Map</b>	

### Site Address

<b>Ownership</b>		<b>Buyers</b>	
<b>Owners</b>	MATANUSKA-SUSITNA BOROUGH	<b>Primary Buyer's Address</b>	
<b>Primary Owner's Address</b>	350 E DAHLIA AVE PALMER AK 99645-6488		

### Appraisal Information

Appraisal Information				Assessment			
Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed <sup>1</sup>
2020	\$45,000.00	\$0.00	\$45,000.00	2020	\$0.00	\$0.00	\$0.00
2019	\$45,000.00	\$0.00	\$45,000.00	2019	\$0.00	\$0.00	\$0.00
2018	\$45,000.00	\$0.00	\$45,000.00	2018	\$0.00	\$0.00	\$0.00

### Building Information

#### Building Item Details

Building Number	Description	Area	Percent Complete			
<b>Tax/Billing Information</b>						
Year	Certified	Zone	Mill	Tax Billed	Recorded Documents	Recording Info (offsite link to DNR)
2020	No	0008	::	::	Date	Type
2019	Yes	0008	14.959	\$0.00		
2018	Yes	0008	14.879	\$0.00		

### Tax Account Status <sup>2</sup>

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total	LID Exists
Current	\$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
5.00		5.00 Assembly District 003	<u>12-200</u>	130 Central Mat-Su	014 Fairview RSA

<sup>1</sup> 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: 2/25/2020 12:00:28 AM

<sup>2</sup> If account is in foreclosure, payment must be in certified funds.

# MAT-SU BOROUGH PARCEL D7

Matanuska-Susitna Borough | twa11.pdf | https://www.matsugov.us/taxmaps/pdf/twa11.pdf

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**Alaska Zone 4, using North American Datum of 1983.**

**Matanuska-Susitna Borough  
Information Technology Dept.  
Geographic Information System  
350 E. Dahlia Avenue  
Palmer, Alaska 99645  
Phone: (907) 861-7801  
E-Mail: helpdesk@matsugov.us**

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PORTION OF  
**WASILLA**  
T. 17 N., R. 1 W., S.M.  
SEC. 1,2,3,10,11,12,13,14,15

Date : JUNE 1, 2019 | WA11