

By: Public Works Department  
Adopted: May 10, 2021  
Yes: Brown, Burney, Harvey, Johnson, Rausa, Velock  
No: None  
Absent: None

**City of Wasilla  
Resolution Serial No. 21-08**

**A Resolution Of The Wasilla City Council Authorizing The Mayor To Execute A Ten Year Agreement With The Greater Wasilla Chamber Of Commerce For The Lease Of The Wasilla Train Depot Building.**

WHEREAS, the City owns the building and property located at 1155 E. Depot Road in Wasilla, and

WHEREAS, the Greater Wasilla Chamber of Commerce is proposing to continue the lease of the Train Depot building at its new location; and

WHEREAS, the lease is proposed to continue under its previous terms with the option to renew for an additional ten years.


NOW, THEREFORE BE IT RESOLVED, that the Wasilla City Council authorizes the Mayor to execute an agreement with the Greater Wasilla Chamber of Commerce for the lease of the Wasilla Train Depot building located at 1155 E. Depot Road for a term of ten-years.

Effective Date. This resolution takes effect upon adoption.

ADOPTED by the Wasilla City Council on May 10, 2021.

  
\_\_\_\_\_  
Glenda D. Ledford, Mayor

ATTEST:

  
\_\_\_\_\_  
Jamie Newman, MMC, City Clerk

[SEAL]

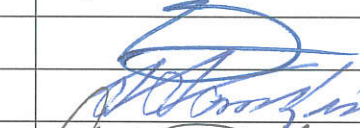
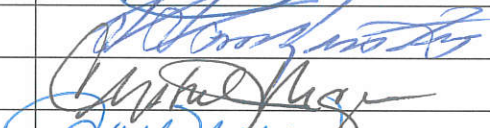


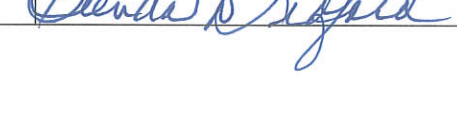
**City of Wasilla  
Legislative Staff Report  
Resolution Serial No. 21-08**

**Authorizing The Mayor To Execute A Ten Year Agreement With The Greater Wasilla Chamber Of Commerce For The Lease Of The Wasilla Train Depot Building.**

Originator: Public Works Director

Date: 4/28/2021

Agenda of: 5/10/2021

Route to:	Department Head	Signature	Date
X	Public Works Director		4/28/21
X	Finance Director		4/28/21
X	Deputy Administrator		4/28/21
X	City Clerk		4/28/2021
X	Mayor		4/28/21

**Fiscal Impact:**  yes or  no

**Account name/number:**

**Attachments:** Resolution Serial No. 21-08 (1 page)  
Lease Agreement (5 pages)

**Summary Statement:** This resolution authorizes a 10-year lease with the Greater Wasilla Chamber of Commerce to continue the lease of the Train Depot building at its new location. The lease is proposed to continue under its previous terms with an option to renew for an additional 10 years.

**Proposed Action:** Adopt the Resolution.

## LEASE AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of June 2021, by and between the CITY OF WASILLA, an Alaska municipal corporation, whose address is 290 E. Herning Avenue, Wasilla, Alaska 99654, hereinafter referred to as the "Lessor"; and the GREATER WASILLA CHAMBER OF COMMERCE, an Alaska nonprofit corporation, whose address is 1155 E. Depot Road, Wasilla, Alaska 99654, hereinafter referred to as "Lessee":

WITNESSETH:

1. Premises. Lessor, for and in consideration of the covenants and conditions hereinafter specified to be performed and observed by Lessee, does hereby let, lease and demise to Lessee the real estate located in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as a portion of the following parcel:

Tax Parcel A6 within Section 10, T17N, R1W, Seward Meridian,  
Alaska, lying South and adjacent to the Alaska Railroad.

Said portion of Tax Parcel A6 to include the Train Depot Building and  
associated parking as shown in Exhibit A.

2. Appurtenances. Lessor leases and grants to Lessee all easements, parking, right of ingress and egress, fixtures and appurtenances now or hereafter belonging or appertaining to said premises.
3. Encumbrances. The described premises are leased, subject to deed restrictions, easements, rights-of-way, if any, zoning and building restrictions and governmental regulations now in effect or hereafter adopted by any governmental authority, and subject to any and all existing encumbrances that are visible or that can be viewed by site inspection.
4. Term. The primary term of this lease shall be ten (10) years, commencing on the 1st day of June 2021, through the 31st of May 2031.
5. Option to Renew. Lessee shall have the right and option to renew and extend this lease for an additional ten (10) year term provided that Lessee gives notice, in writing, of its intention to renew and extend this lease at least three (3) months prior to the expiration of the primary term hereof.
6. Rental. This lease shall be in the amount of One Hundred Dollars (\$100.00) per year and annual City membership in Chamber and shall be due and payable each year based on the term of the lease.

7. Compliance With laws and Care of Premises. Lessee shall comply with all applicable laws, ordinances, and regulations of duly constituted public authorities now or hereafter in any manner affecting the demised premises or the streets, and ways adjacent thereto or any building, structures, fixtures and improvements or the use thereof, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Lessee further agrees that it will not permit any unlawful occupation, business, or trade to be conducted on said premises or any use to be made thereof contrary to any law, ordinance, or regulation as aforesaid with respect thereto.
8. Use of Premises. The leased premises are to be used primarily as a headquarters site for Greater Wasilla Chamber of Commerce. The Chamber may use the leased premises in any manner which is consistent with the purposes for which it was formed as a nonprofit Alaska corporation.
9. Utilities. Lessee shall be responsible for paying all utilities and any special assessments for utility purposes, or any real property taxes which may be assessed against the property during the course of the lease, notwithstanding that no such real property taxes presently are assessed.
10. Insurance. Lessee shall maintain Commercial General Liability insurance with policy limits of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) annual policy aggregate.
11. Quiet Enjoyment. Provided Lessee is not in default hereunder, Lessor covenants that Lessor shall not interfere with Lessee's peaceful and quiet enjoyment of the leased premises. Lessee agrees to peacefully and quietly, occupy the premises in a manner which will be consistent with the purposes described herein and without undue interference with the occupancy or use by adjoining landowners.
12. Notices. Any and all notices required or permitted under this lease, unless otherwise specified in writing by the party whose address is changed, shall be as follows:

LESSOR: The City of Wasilla  
290 E. Herning Avenue  
Wasilla, Alaska 99654

LESSEE: Greater Wasilla Chamber of Commerce  
1155 E. Depot Road  
Wasilla, Alaska 99654

13. Rights or Remedies. Except insofar as this is inconsistent with or contrary to any provision of this lease, no right or remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
14. Inspection. Lessor shall at all reasonable times during Lessee's business hours have access to the premises for the purpose of inspection.
15. Successors in Interest. This lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.
16. Assignment or Subletting. Lessee shall not sublet the demised premises, or any part thereof, or assign this lease, or any part thereof, without the prior written consent of Lessor, provided that Lessee may assign this lease, or any part thereof, to a lending institution, for loan security purposes, and provided further that this right to assign shall not be construed as a subordination of Lessor's rights hereunder. Lessor agrees that it will not unreasonably withhold consent to a proposed subletting or assignment by Lessee.
17. Warranty of Title. Lessor warrants and represents that it holds clear title to the subject land, except for easements and encumbrances of record.
18. Modification and Amendment. This lease may not be modified nor amended except by a writing signed by both parties hereto, and any purported amendment or modification is without effect until reduced to a writing signed by both parties hereto.
19. Recording. Lessee shall record this lease.
20. Hold Harmless. Lessee agrees to hold Lessor harmless and indemnify Lessor from and all claims, actions, demands, liability, or judgments which Lessee might incur by reason of the Lessee's use of the leased premises. This paragraph is intended to indemnify Lessor in the event that suit is brought by reason of the actions or failure to act of the Lessee regarding a responsibility or duty of the Lessee.

LESSOR:

\_\_\_\_\_  
Glenda D. Ledford, Mayor  
City of Wasilla

\_\_\_\_\_  
Date

LESSEE:

\_\_\_\_\_  
Greater Wasilla Chamber of Commerce

\_\_\_\_\_  
Date

STATE OF ALASKA            )  
  ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_ 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, known to me, who declared to me that he/she is the Mayor of the CITY OF WASILLA, a municipal corporation, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that the same was signed as a free act and deed of the said corporation for the uses and purposes therein stated and pursuant to its Bylaws or a resolution of its Board of Directors. WITNESS my hand and notarial seal the day and year first above written.

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

STATE OF ALASKA            )  
  ) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_ 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, known to me, who declared to me that he/she is the \_\_\_\_\_ of the GREATER WASILLA CHAMBER OF COMMERCE, a municipal corporation, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that the same was signed as a free act and deed of the said corporation for the uses and purposes therein stated and pursuant to its Bylaws or a resolution of its Board of Directors. WITNESS my hand and notarial seal the day and year first above written.

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

# CHAMBER LEASE EXHIBIT A

