

By: Public Works Department  
Adopted: May 24, 2021  
Yes: Brown, Burney, Harvey, Johnson, Rausa, Velock  
No: None  
Absent: None

**City of Wasilla  
Resolution Serial No. 21-13**

**A Resolution Of The Wasilla City Council Authorizing The Mayor To Execute A Land Use Agreement With Wasilla Youth Soccer Association Expanding The Use Of Bumpus Ballfields For Soccer Programs.**

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WHEREAS, the City owns the property located at 1950 and 1600 W. Mystery Avenue in Wasilla, known as the Bumpus Ballfields complex, and

WHEREAS, Wasilla Youth Soccer Association is seeking to expand soccer facilities at the Bumpus Ballfield complex; and

WHEREAS, the existing 5-year land use agreement expires in 2021, which includes the existing soccer fields shown in Exhibit A of the agreement; and

WHEREAS, the proposed new 5-year land use agreement expands the area available for future soccer fields east of the existing fields.

NOW, THEREFORE BE IT RESOLVED, that the Wasilla City Council authorizes the Mayor to execute a land use agreement with the Wasilla Youth Soccer Association expanding the use of the Bumpus Ballfield complex for soccer programs for a term of 5-years with 5-year extensions available.

Effective Date. This resolution takes effect upon adoption.

ADOPTED by the Wasilla City Council on May 24, 2021.

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

ATTEST:

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



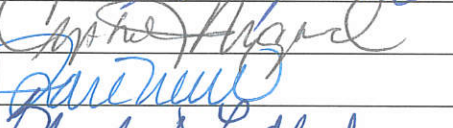
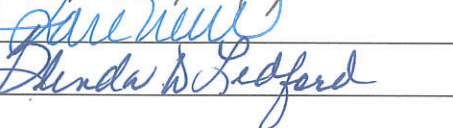

[SEAL]

**City of Wasilla  
Legislative Staff Report  
Resolution Serial No. 21-13**

**Authorizing The Mayor To Execute A Land Use Agreement With The Wasilla Youth Soccer Association Expanding The Use Of Bumpus Ballfields For Soccer Programs.**

Originator: Public Works Director  
Date: 5/12/2021

Agenda of: 5/24/2021

Route to:	Department Head	Signature	Date
X	Public Works Director		5/12/21
X	Finance Director		5/12/21
X	Deputy Administrator		5/12/21
X	City Clerk		5/12/2021
X	Mayor		5/12/2021

**Fiscal Impact:**  yes or  no

**Account name/number:**

**Attachments:** Resolution Serial No. 21-13 (1 page)  
Lease Agreement (8 pages)  
WYSA Development Plan (5 pages)

**Summary Statement:** This resolution authorizes the Mayor to execute a land use agreement with the Wasilla Youth Soccer Association expanding the use of Bumpus Ballfields for soccer programs. The existing 5-year land use agreement expires in 2021 which includes the existing soccer fields shown in Exhibit A of the agreement. The proposed new land use agreement expands the area available for future soccer fields east of the existing fields. The proposed new agreement is for a term of 5-years with 5-year extensions available.

**Proposed Action:** Adopt the Resolution.

## LAND USE AGREEMENT

This land use agreement (hereinafter called "Agreement") is made and entered into by and between the City of Wasilla (hereinafter called "City") and the Wasilla Youth Soccer Association, Inc. (hereinafter called "Association").

WHEREAS, the City owns real property (hereinafter called Bumpus Recreational Area) more particularly described as follows:

Tax Parcels B5 and D4 within Section 5, T17N, R1W, Seward Meridian, Alaska

As the referenced location above (hereinafter called "soccer complex"); the Association wishes to use property for soccer fields pursuant to the terms and conditions of this Agreement, and subject to valid existing rights. This agreement is for the general purpose of conducting recreational sports events and activities connected to and related therewith, and for no other purpose.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the City and Wasilla Youth Soccer Association, Inc. agree as follows:

### **Section 1. Description of Facility**

The Wasilla Youth Soccer Association, Inc. does hereby use the following described facility known as the Bumpus Soccer Fields in the Palmer Recording District, Alaska, located within the S1/2 of Section 5, T17N, R1W, Seward Meridian, Alaska, south of Mystery Avenue and all improvements including the field, fencing, and parking lot, and excluding the area used by the water utility and the Maureen McCombs Equestrian Trail.

### **Section 2. Term**

The term of this Agreement shall be for five years, with five-year extensions available commencing on the 1st day of June 2021, and ending on the 31st day of May 2026, unless terminated by either party pursuant to Section 19 (B).

### **Section 3. Purpose**

- A. The Wasilla Youth Soccer Association, Inc. shall manage, operate, and maintain (hereinafter called "manage") the fields through the term of this agreement. It shall be responsible for all activities and details necessary to open, maintain and manage a safe, quality recreation facility for public use.
- B. The Wasilla Youth Soccer Association, Inc. is responsible for all vandalism reporting during the effective dates of this Agreement. Vandalism shall be immediately reported to the Public Works Director. Immediate safety measures shall be taken and immediate repairs completed according to duties listed in Section 5.

- C. The Wasilla Youth Soccer Association, Inc. shall allow the use of the soccer fields to the public when the Association does not have scheduled activities.

#### **Section 4. Consideration**

Consideration for this land use agreement is the duties assumed by the parties under the terms of this agreement.

#### **Section 5. Duties**

- A. Wasilla Youth Soccer Association, Inc. will provide for the following:
- (1) Trash pickup, cleaning of the soccer fields, grounds and parking areas.
  - (2) Maintenance, leveling, mowing and weed control of soccer fields to keep in playable condition.
  - (3) At least weekly inspection of facilities and site for hazardous conditions and immediate remedy or reporting of hazardous conditions to the City of Wasilla.
  - (4) Minor repair of any damage to field or amenities.
  - (5) Pay for garbage collection if trash cans are exceeded.
- B. The City of Wasilla shall provide for the following:
- (1) Maintenance and periodic sampling of the well and pump on site.
  - (2) Make water available for irrigation.

#### **Section 6. Plan**

The Wasilla Youth Soccer Association, Inc. shall not make any improvements or alterations to the facility without first submitting a written proposal for such to the Public Works Director for approval 30 days prior to work, and obtaining the consent of the city to the improvements or alterations.

## **Section 7. Annual Report**

The Wasilla Youth Soccer Association, Inc. shall submit to the City a report on or before March 15th of each year of the term of this Agreement. At a minimum, the report shall include the following:

- A. A schedule and past season report summarizing the past year's activities affecting the fields.
- B. A report of all improvements made to the area during the past year, including a revised site plan depicting any changes in location of items listed in the site plan submitted under Section 6.
- C. A proposed schedule and plan of operation for the fields during the upcoming season including all scheduled events, times reserved for specific uses or maintenance, dates of closure, times reserved for groups (by name) and times available for uses not yet scheduled.
- D. A proposal describing improvements, alterations and construction to be made during the term of the Agreement for the upcoming seasons. A detailed cost estimate per improvement is required. No work may be started without written City approval.
- E. Copies of evidence of all licenses, permits, authorizations and insurance policies required for the execution of the terms of this agreement.
- F. Current copy of the Wasilla Youth Soccer Association, Inc.'s by-laws, with notes of any recent changes, and a current list of the Association's officers with names, addresses and phone numbers.
- G. Written notice with address and phone numbers identifying all current officers or employees responsible for execution of this schedule and describing the duties, authority and responsibility of each relative to this Agreement.
- H. A plan of operation describing how the various tasks necessary to execute this Agreement will be performed and identifying one person with overall responsibility for performance by the Association under this Agreement.

## **Section 8. Posted Schedule**

The Wasilla Youth Soccer Association, Inc. shall post an activity schedule showing the dates and times that the fields will be used or available for use by the Association or any other organization. The City will provide a kiosk with a bulletin board near the field entrance for this purpose. This schedule shall be updated on a weekly basis during the effective dates of this Agreement. It shall include the Association's phone number for information regarding use and scheduling of activities for the fields, and a phone number to call in case of emergency affecting the fields.

### **Section 9. Use and Operation**

Use and operation of the fields shall provide for the maximum availability of the facility to the public. The Wasilla Youth Soccer Association, Inc. shall be responsible for all activities and details necessary to open, maintain and manage a safe, quality recreation facility for public use.

### **Section 10. Rights-of-Way**

Authority to issue easements and rights-of-ways will be retained by the City.

### **Section 11. Ownership of Improvements at Termination**

All real property improvements to the soccer fields at the termination of this Agreement shall, without compensation to the Association, become the property of the City.

### **Section 12. Assignment Prohibited- Encumbrances Prohibited**

The Wasilla Youth Soccer Association, Inc. may not assign any interest in this Agreement, nor delegate any duties under this Agreement nor enter into any contracts for commercial concessions or vending on the premises without the prior written approval of the City. Any attempt by the Association to assign any part of its interest or delegate duties under this Agreement shall give the City the right to immediately terminate this Agreement without any liability for work performed subsequent to termination.

The Wasilla Youth Soccer Association, Inc. is not permitted and may not encumber by mortgage, deed of trust assignment, or other instrument, its interest in this Agreement, whether as security for indebtedness of the Association or otherwise. The execution of any such encumbrance by the Association shall be held to be a material violation of the terms and conditions of this agreement and shall, by the fact of such an encumbrance, constitute an automatic termination of Wasilla Youth Soccer Association, Inc.'s rights and interests in this Agreement.

The Wasilla Youth Soccer Association, Inc. further agrees to keep the premises and every part thereof, including all improvements and facilities, free and clear of all mechanic's, materialmen's wage and other liens arising out of or in connection with any work or labor done, services performed, or materials or appliances used or furnished for or in connection with the operation of the fields.

### **Section 13. Permits, Laws and Taxes**

The Wasilla Youth Soccer Association, Inc. shall acquire and maintain in good standing and provide evidence to the City of all permits, licenses, and other entitlements necessary to its performance under this agreement. All actions taken by the Association under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Association shall pay all taxes and fees pertaining to this Agreement.

#### **Section 14. Non-Discrimination**

The Wasilla Youth Soccer Association, Inc. shall not discriminate against any person on the basis of race, age, color, national origin, gender, marital status or physical handicap.

#### **Section 15. Inspection of Premises**

A designated City representative will enter and inspect the fields on a monthly basis during the season, and a copy of the inspection comments will be sent to Wasilla Youth Soccer Association, Inc.

#### **Section 16. Indemnification and Liability Insurance**

The Association shall agree to indemnify, defend, save and hold harmless the City, its council members, officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any alleged error, omission, or negligent act of the Association, its subcontractors, or anyone directly or indirectly employed by them, arising from the Association's use or occupancy of the fields or the performance under this Agreement.

The Wasilla Youth Soccer Association, Inc.'s liability, as set forth in this Section, includes all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly from actions or inactions of the Association, its employees, contractors, subcontractors or agents. The responsibility assumed by the Association pursuant to the terms of this Section does hereby apply to fully indemnify, defend, save and hold harmless the City even if it is claimed or alleged that the claim, action, liability, damage, injury or death, was due in part to the actions or failures to act of the City. The responsibility and the liability of the Association pursuant to this paragraph shall not apply only if the action, claim, liability, damage, injury or death, is ultimately established as arising by reason of the sole negligence, sole misconduct, or willful negligence or willful misconduct of the City, its agents or employees.

Without limiting the Association's liability, it shall purchase at its own expense and maintain in force at all times during the term of the Agreement: Worker's Compensation Insurance, and comprehensive general liability insurance, as particularly described below.

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits unless risk allocation assessments performed by an insurance company proves otherwise. If the Association's policies contain higher limits, the City shall be entitled to the extent of such higher limits.

Worker's compensation Insurance. The Wasilla Youth Soccer Association, Inc. shall provide and maintain, for all employees engaged in work under the Agreement, Worker's Compensation Insurance, and shall require that such insurance be obtained by any contractor or subcontractor who directly or indirectly provides services under this Agreement unless specifically exempted by State law. Employer's Liability Protection shall not be less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts must be included as well.

Comprehensive (Commercial) General Liability Insurance. The Association shall provide and maintain coverage limits of not less than \$1,000,000 combined single limit per occurrence bodily injury and property damage.

Certificates of insurance must be furnished to the City prior to occupancy or beginning work, and must provide for a thirty (30) day prior notice of cancellation, non-renewal or other material change. Failure to furnish certificates of insurance or notice or lapse of any policy constitutes a material breach and grounds for termination of this Agreement. With the exception of Worker's Compensation Insurance, the City shall be named as an additional insured party.

### **Section 17. Severability**

If any clause or provision herein contained shall be adjudged to be invalid, it shall not affect the validity of any other clause or provision of this Agreement or constitute any cause of action in favor of either party as against the other.

### **Section 18. Jurisdiction: Choice of Law**

Any civil action arising from this Agreement shall be brought in the Alaska State Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties.

### **Section 19. Termination**

- A. The City or the Wasilla Youth Soccer Association, Inc. may terminate this Agreement at the end of a term by giving thirty (30) days written notice to the other party.
- B. This Agreement may be terminated upon the best interest of either party, or for any of the following reasons:
  - 1. Failure to comply with the terms and conditions of this Agreement or if the breach is curable, to remedy any default in performance within thirty (30) days.
  - 2. Failure to actively maintain and use the facility for the described purposes.
  - 3. Abandonment of the property, which shall include failure to carry out necessary maintenance or repairs of the soccer fields.
  - 4. The Wasilla Youth Soccer Association, Inc. articles and by-laws provide that it represents all residents of the area and the Association represents that it has a policy and practice of open membership which encourages participation of persons from all segments of the community. The City may terminate this Agreement if the Association's articles or by-laws are changed or if its policies change so that it no longer represents all residents of the area or if it ceases to encourage open membership and participation from all segments of the community.



Termination under this section shall be by notice in writing stating the reason for termination and shall be effective thirty (30) days from the date of the notice. Any appeal must be written and formally presented to the City within 10 days.

**Section 20. Notice**

All notices shall be sent to both parties as follows:

Wasilla Youth Soccer Association  
2521 E. Mountain Village Drive  
Wasilla, AK 99654

City of Wasilla  
290 E. Herning Ave.  
Wasilla, AK 99654

**Section 21. Amendment Only in Writing/Full Opportunity to Review**

There are no oral agreements between the parties that are not expressed, in writing, in the course of this Agreement. Any and all verbal discussions occurring prior to the execution of this Agreement have been reduced to the terms set forth in this document. This Agreement constitutes the full and complete agreement between the parties. Any amendment to this Agreement must be in writing and executed by both parties in order for such an amendment to be effective. Both parties expressly acknowledge and agree that they have had a full and complete opportunity to review the terms of this Agreement with the advisors and/or attorneys of their choice. The parties further agree and stipulate that this Agreement is not to be construed more favorably for one party or the other as both parties acknowledge and agree that they have participated in the drafting and preparation of this Agreement.

# WYSA Land Use Agreement - Exhibit A

The screenshot displays the MSB Parcel Viewer interface. At the top, the browser address bar shows the URL: [https://mapping.matsugov.us/Html5Viewer/Html5Viewer.aspx?viewer=MSB\\_Parcel\\_Viewer](https://mapping.matsugov.us/Html5Viewer/Html5Viewer.aspx?viewer=MSB_Parcel_Viewer). The main map area shows an aerial view with orange parcel boundaries. A white outline highlights two areas labeled "Existing Soccer Fields" and "Future Soccer Fields". The parcel ID "S17N01W05" is visible. Surrounding streets include N BLOODSTONE CIR, WAMENY STR, W MYSTERY AVE, W MELANIE AVE, and W SHALYN DR. A "Bumpus Recreational Area" is also visible. The interface includes a search bar at the top left with the text "I want to...", navigation controls (back, forward, home, search), a scale bar (0 to 400ft), and a taskbar at the bottom with various application icons and system tray information.



# WYSA Programs

Summer Recreational Outdoor Soccer League

Fall Developmental Outdoor Soccer League

Spring Developmental Indoor/Futsal Soccer League

Adaptive Soccer Program

Valley Revolution Select/Competitive/Travel Program

Alaska Premier Soccer League (Collaboration)

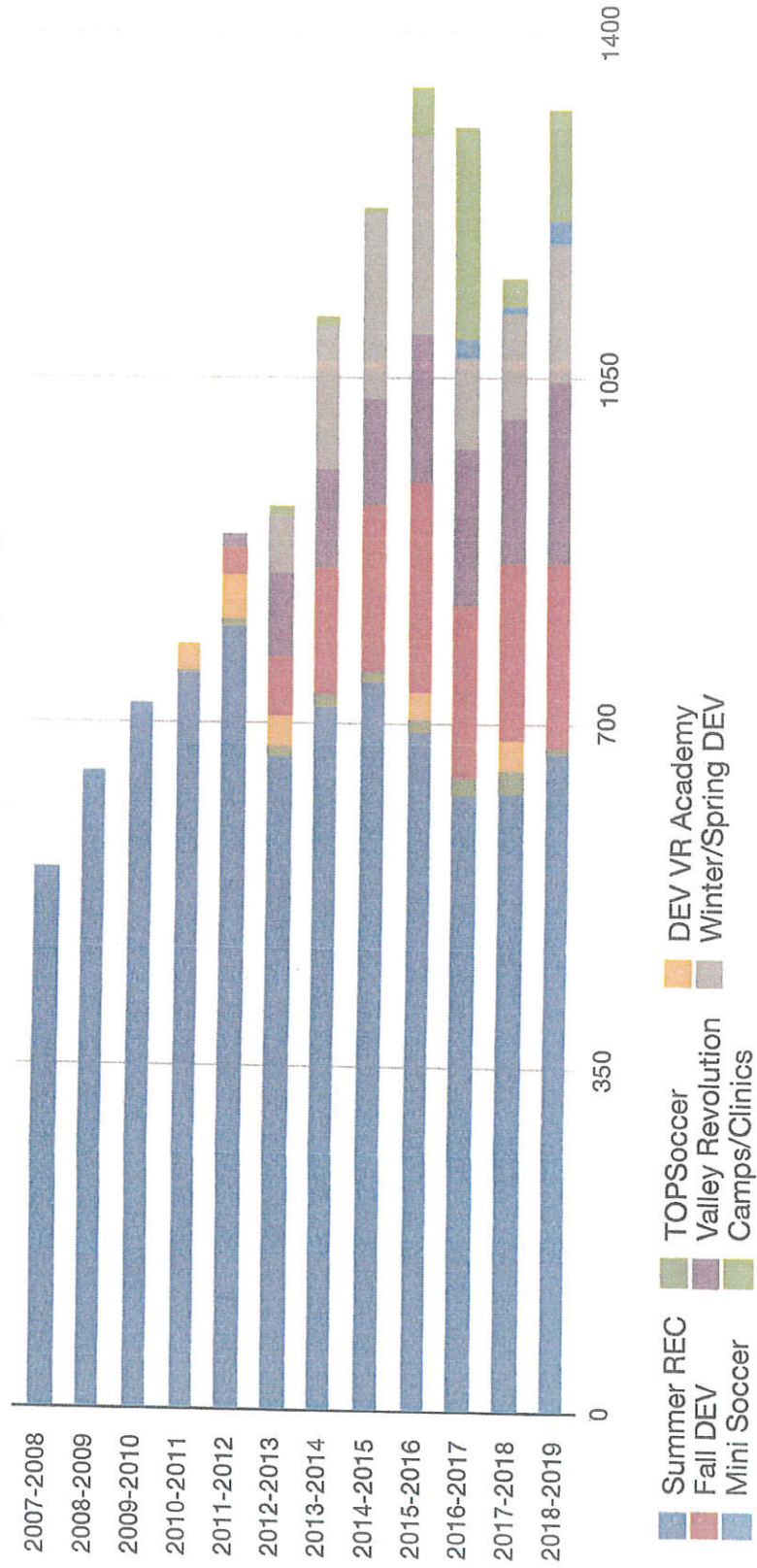
Mini Soccer Program

Clinics & Camps



	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Summer REC	550	650	718	748	798	665	716	740	689	626	628	670
TOPSoccer				4	7	9	12	12	14	18	24	5
DEV VR Academy				27	45	32	0		29		31 inc VR	
Fall DEV					29	61	129	169	212	175	181	189
Valley Revolution					12	85	99	106	150	159	143	181
Winter/Spring DEV						57	146	190	200	90	107	140
Mini Soccer										20	7	23
Camps/Clinics	550	650	718	779	891	920	1113	1221	1344	1302	1149	1320

Registration Numbers by Program



## Bumpus new fields

### Phase I (Fields usable)

Description	Qty	Units	\$/Unit	RLW	
				Estimate	Notes
Excavation & Grading	45,633	SY	\$1.75	\$79,858	Est
Turf two fields	18,000	SY	\$50.00	\$900,000	MSB cost
Sod and grass 20' around edge	5,156	SY	\$24.00	\$123,733	MSB cost
D-1 & large parking lot	3,114	TN	\$30.00	\$93,413	Est
Pave driving areas Large lot	557	TN	\$100.00	\$55,650	Est
Mirco Edge striping 6"Lx4"W		LF			\$0 COW can provide
Fencing chainlink 6'H	1,860	LF	\$21.30	\$39,618	Quote
Ped gates	6	EA	\$500.00	\$3,000	Quote
Maintenance gates	2	EA	\$1,000.00	\$2,000	Quote
Double Swing Vehicle Gate	1	EA	\$1,800.00	\$1,800	Quote
Seoncd approach Ex & Grading	498	SY	\$2.50	\$1,244	Est
Second approach D-1	90	TN	\$30.00	\$2,688	Est
Second approach AC	50	TN	\$120.00	\$6,000	Est
Second approach culvert 18"	40	LF	\$35.00	\$1,400	Est
Double Swing Vehicle Gate	1	EA	\$1,800.00	\$1,800	Quote

### Phase I (Fields usable) \$1,312,205

### PH II (More Amenities)

D-1 parking & small lot spots	1,991	TN	\$30.00	\$59,731	Est
Pave parking & small lot spots	1,484	TN	\$100.00	\$148,400	Est
Full parking lot striping 4" W				\$50,000	WAG
Handi cap Symbols	12	EA	\$250.00	\$3,000	WAG
Walkway gore	1	EA		\$6,500	WAG

### Kids play area

Excavation & Grading	694	SY	\$1.75	\$1,215	Est
E-1 surfacing	146	TN	\$15.00	\$2,188	Est
Fencing	350	LF	\$21.30	\$7,455	Quote
Ped gate	1	EA	\$500.00	\$500	Quote
Play equip. matl. (like Menard)	1	EA	\$76,000.00	\$76,000	COW installed

### Pavilion

20'W x 40'L	1	EA	\$40,000.00	\$40,000	COW matl. quote
Coaches/Players shelter 10'W x 20'L	2	EA	\$28,000.00	\$56,000	High quote
Con/Ex Secure Storage 8'W x 40'L	4	EA	\$5,000.00	\$20,000	quote

### PH II (More Amenities) \$411,258

### PH III (Entire concept)

**Fields connection drive**

Excavation & Grading

<b>2 Story building, restroom, kitchen</b>	3,200	Sft	\$150.00	\$480,000 MSB est
MEA drop & meter base	1	EA		\$0
Underground Power line		LF		\$0
Well 6" Class A	200	LF	\$50.00	\$10,000 Est
Water line 2" HDPE	150	LF	\$30.00	\$4,500 Est
Septic system	1	EA	\$15,000.00	\$15,000 Est
<b>Pavilion</b>	2	EA	\$40,000.00	\$80,000 COW materials
<b>Coaches/Players shelter</b>	2	EA	\$28,000.00	\$56,000 Quote

**PH III (Entire concept) \$645,500**



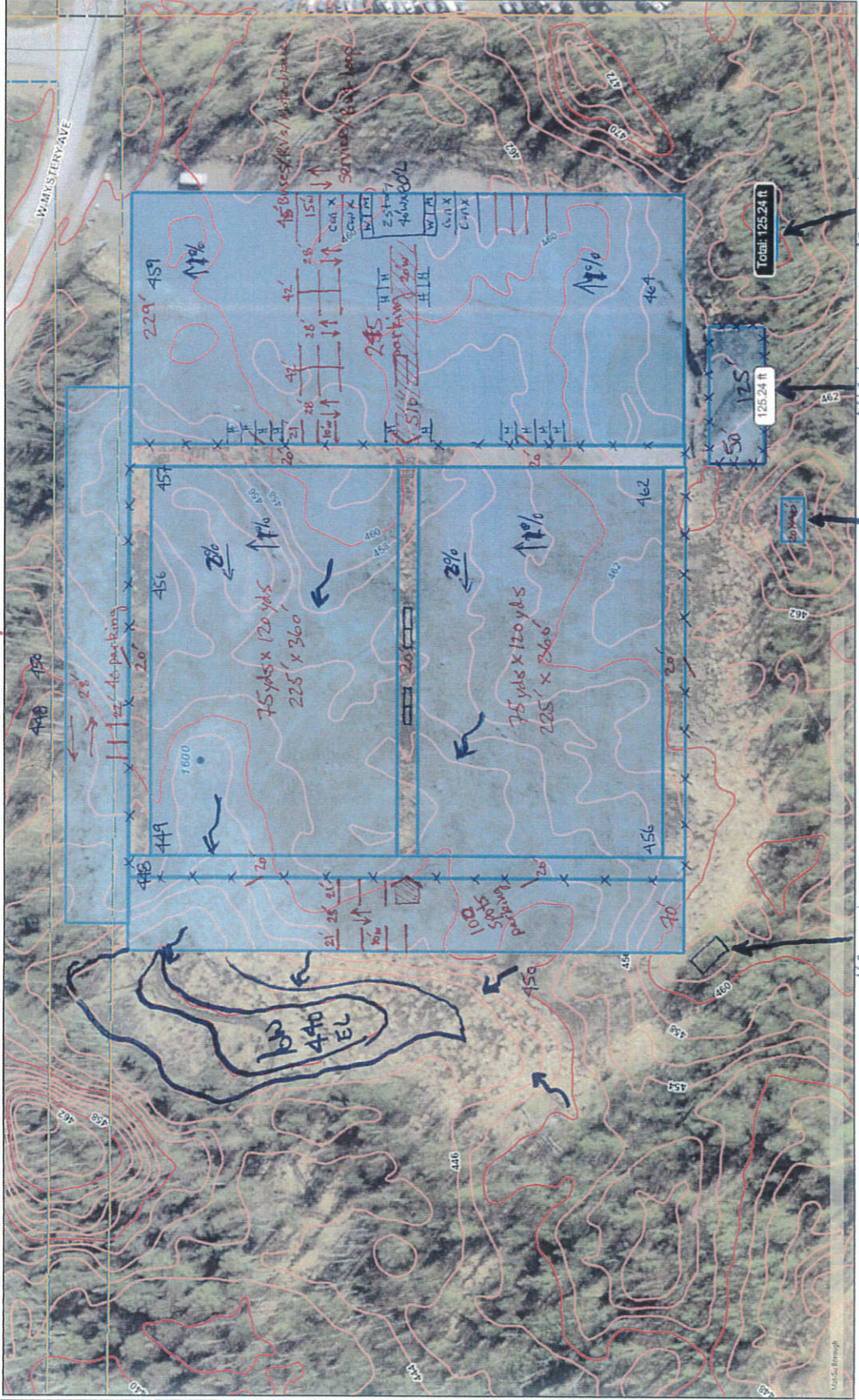
- Legend**
- Parcel/Viewer
  - Roads
    - Minor Road
    - Mar-Co Borough Boundary
  - Incorporated Cities
  - Address Numbers
  - Parcel
    - MEAs, tolets - 10' EA
    - When to let - 10' EA
  - ROW and Easements
    - ROW Road
    - ROW Easement
    - Section Lines
  - 2019 Imagery
    - Red Band, 1
    - Green Band, 2
    - Blue Band, 3
- Handwritten notes:*  
← maintenance gate to 516  
/ - pad stager gate

1: 2257  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

**NOTES**

This map is solely for informational purposes only. The Borough makes no express or implied warranties with respect to the character, function, or capabilities of the map or the suitability of the map for any particular purpose beyond those originally intended by the Borough. For information on the map, please contact the Information Systems Division at 907-261-2955.

Two fields, Kids play area, two pavilions ~ 400 parking



0 150 300 ft

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

Date: 01/26/21