

Non-Code Ordinance

By: Public Works Department
Introduced: July 26, 2021
Public Hearing: August 9, 2021
Adopted: August 9, 2021
Yes: Burney, Harvey, Johnson, Rausa, Velock
No: None
Absent: Brown

**City of Wasilla
Ordinance Serial No. 21-15**

An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2022 Budget By Appropriating \$70,200 From The General Fund, Assigned Fund Balance, Land Bank For The Purchase Of Lot 10, Block 2, Of The Wasilla Townsite.

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

Section 2. Purpose. To appropriate funding from the general fund, assigned fund balance, land bank, for the purchase of Lot 10, Block 2, of the Wasilla Townsite.

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

Land Acquisition	110-4330-433.45-01	\$70,200
Transfer/General Fund	001-4990-499.99-11	\$70,200

Section 4. Source of Funds.

General Fund, Fund Balance, Land Bank	001-0000-250.10-10	\$70,200
Transfer/Capital Fund	110-0000-391.10-01	\$70,200

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 obligations under the sales agreement and ordinance to purchase Lot 10, Block 2, Wasilla Townsite.

Section 6. Effective Date. This ordinance shall take effect upon adoption.

ADOPTED by the Wasilla City Council on August 9, 2021.


Glenda D. Ledford, Mayor

ATTEST:


Jamie Newman, MMC, City Clerk




[SEAL]

**City of Wasilla
Legislative Staff Report
Ordinance Serial No. 21-15
(Non-Code Ordinance)**

Amending The Fiscal Year 2022 Budget By Appropriating \$70,200 From The General Fund, Assigned Fund Balance, Land Bank For The Purchase Of Lot 10, Block 2, Of The Wasilla Townsite.

Originator: Public Works Director
Date: 7/14/2021

Agenda of: 7/26/2021

Route to:	Department Head	Signature	Date
X	Public Works Director		7/14/21
X	Finance Director		7-14-21
X	Deputy Administrator		7/14/21
X	City Clerk		7/19/2021
X	Mayor		7-14-21

Fiscal Impact: yes or no **Funds Available:** yes \$70,200

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

Attachments: Ordinance Serial No. 21-15 (1 page)
Sales Agreement (7 pages)

Summary Statement: This ordinance is proposed to amend the fiscal year 2022 budget by appropriating \$70,200 from the general fund, assigned fund balance, land bank for the purchase of Lot 10, Block 2, Wasilla Townsite. This property is adjacent to two (2) other lots the city owns for future downtown parking. This property would be incorporated into the parking lot plans and have a "Welcome to Wasilla" feature along Main Street. The purchase price is \$67,200 and another \$3,000 is for closing costs.

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

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT FOR SALE OF REAL PROPERTY ("Agreement"), effective this 9 day of July 2021, by and between Cottle's Country Enterprises, LLC, an Alaska limited liability company (hereinafter referred to as "Seller") whose address is 501 W. Lake View Ave., Wasilla, Alaska 99654, and the City of Wasilla, a municipal corporation (hereinafter referred to as "Buyer") whose address is 290 E. Herning Ave., Wasilla, Alaska 99654.

1. Purchase and Sale. The Buyer agrees to buy, and the Seller agrees to sell to the Buyer, all of Seller's interest in the real property more particularly described as follows (hereinafter referred to as "Subject Property"):

Lot Ten (10), Block Two (2), of the TOWNSITE OF WASILLA, located in the Palmer Recording District, Third Judicial District, State of Alaska.

2. Purchase Price. The purchase price to be paid by the Buyer to the Seller for all of its interest in the Subject Property shall be the sum of Sixty-Seven Thousand Two Hundred and No/100 Dollars (\$67,200.00).

3. Terms of Payment. The purchase price shall be paid by the Buyer at closing subject to approval and appropriation of funding by the Wasilla City Council.

4. Prorations. Taxes, assessments, and any association fees, if applicable, for the current year shall be prorated as of the date of closing.

5. Inspection of Documents and Premises and Assumption of Obligation. The Buyer and/or Buyer's agents have inspected the property and understand that the property is being purchased AS-IS.

6. Environmental Issues. The Buyer has had an opportunity to undertake a review of the subject property as well as had the opportunity to make environmental inspection of the property. The parties acknowledge that there are certain federal, state, and local laws, regulations, and guidelines now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to, or affecting the Subject Property, concerning the impact on the environmental construction, land use, the maintenance and operation of structures and the conduct of business. Buyer will not cause, or permit to be caused, any future act or practice, by negligence, omission, or otherwise, that would adversely affect the environment thereby subjecting the property to "Hazards and Contamination," or do anything or permit anything to be done that would violate any of said laws, regulations, or guidelines. Buyer hereby releases and waives any future claims against Seller for indemnity or contribution in the event Buyer becomes liable for cleanup or other costs under any such laws that were the sole result of Buyer's own actions. Seller sells the subject property to Buyer "as is" and Buyer assumes any and all claims, losses, liabilities, damages, penalties, and expenses (including attorney fees and costs) which Buyer may directly or indirectly sustain or suffer resulting from as a consequence of any use, generation, manufacturer, storage, disposal, release or threatened release occurring during Seller's ownership or interest in the subject property, whether or not the same was or should

have been known to Buyer.

(a) For the purposes of this Agreement "Hazards and Contaminations" shall be defined as follows: The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Agreement shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et. seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"), or other applicable state or federal laws, rules or regulations adopted pursuant to the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The provisions of this section of the Agreement, including the obligation to indemnify, shall survive the payment of the obligation under this Agreement.

7. Transfer.

(a) Each party shall execute any further instruments that may be necessary to consummate the transaction and effectively convey and assign the Subject Property from the Seller to the Buyer.

(b) The Seller will execute a Warranty Deed transferring title to all of Seller's interest in the Subject Property free of all liens and encumbrances.

(c) If for any reason the Seller is unable to convey and assign all or any part of the subject property in accordance with the terms hereof, the Buyer may purchase such right, title, and interest as the Seller can convey and assign, with abatement of the purchase price. Nothing contained in this subparagraph, however, shall relieve the Seller of any of its obligations under this Agreement.

(d) The Buyer and Seller shall split the recording costs and charges which are normally incurred under existing escrow practices in Alaska.

(e) The closing date of the escrow shall be on or before August 31, 2021.

(f) No real estate broker's commission shall be paid by Buyer to any broker. Seller also agrees to hold Buyer harmless from all liability, loss, cost, damage, and expense, including attorneys' fees and costs of litigation, either shall ever suffer or incur because of any claim by any other agent or broker, whether, or not meritorious, for any fee, commission, or other compensation with respect to this Agreement for the sale and purchase of the subject property contemplated hereby and resulting from the acts of the indemnifying party.

8. Possession. Possession of the subject property shall be delivered to the Buyer upon conveyance of title and the close of this transaction.

9. Passage of Title. The parties intend that title to the subject property shall pass from the Seller to the Buyer at the closing of this transaction.

10. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) All necessary action has been taken, and approvals obtained for Seller to enter into this Agreement; and

(b) Leases on the Subject Property. During the term of this Agreement, Seller shall not enter, into nor extend any lease agreement unless Buyer provides prior written consent to the same.

11. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) All necessary action has been or will be taken by closing date to enter into this Agreement and to purchase the Subject Property as herein provided by the closing date.

12. Assignment. Unless agreed to in writing by the Seller, this Agreement shall not be assignable by either party with the express written consent of the non-assigning party, which shall not be unreasonably withheld.

13. General Provisions.

(a) Time of Performance. Time is of the essence of this Agreement. It is the express intention of all of the parties to this Agreement that no extensions or grace periods beyond the deadlines set forth in this Agreement shall be provided, because all intended extensions and grace periods have been taken into consideration in establishing such deadlines. Each party shall use the utmost good faith and due diligence in the performance of their respective obligations herein.

(b) Parties Bound and Benefited. The covenants, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, devisees, administrators, executors, representatives, assigns, successors, and successors in interest of the respective parties hereto. No other third parties are intended to be benefited by this Agreement.

(c) Amendment and Novation. No amendment or novation to or of this Agreement shall be effective unless it is completely and unambiguously contained in a writing executed by all of the parties to this Agreement.

(d) Marginal Titles and Headings. The marginal titles, subtitles, headings and subheadings of the paragraphs, subparagraphs, sections, and subsections herein are intended to be for reference and for the sake of convenience only and shall not be construed to narrow or broaden the scope of or affect whatever interpretation or construction would otherwise be given to the plain and ordinary meanings of the words herein.

(e) Entire Agreement. This written Agreement is fully integrated, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior and contemporaneous agreements, contracts, representations, promises, acknowledgments, warranties, and covenants, oral or written, by and between the parties with respect to such subject matter which are not included herein.

(f) Applicable Law. This Agreement and the respective rights and obligations of the parties hereunder shall be construed and interpreted as a contract under the laws of the State of Alaska.

(g) Exclusive Jurisdiction/Venue. In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Agreement, the jurisdiction and venue therefore shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Palmer, Alaska.

(h) Waivers. The failure by any party to exercise any right or remedy or to object to a default under or breach of this Agreement shall not constitute a waiver, either express or implied, of the right to do so in the future.

(i) Interpretation. The language in all parts of this Agreement shall be construed (a) according to its fair meaning and common usage and (b) not strictly for or against any party to this Agreement.

(j) Counterparts. This Agreement may be executed in counterparts, so long as each of the parties to this Agreement executes at least one counterpart; and all such executed counterparts shall collectively constitute one and the same original document.

(k) Independent Counsel. Each party to this Agreement acknowledges that it has enjoyed or had the opportunity to obtain the advice and representation of competent independent legal, business, tax, and financial counsel in negotiating, entering into and executing this Agreement. The fact that this Agreement may have been drafted in whole or in part by one such party's counsel shall not cause any part of this Agreement to be construed against such party.

(l) Severability. In the event that any term or condition of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining terms and conditions shall nevertheless be valid and enforceable as if such void or unenforceable term or condition had been omitted from the Agreement when it was formed; provided, however, that if any such void or unenforceable term or condition goes to the essence of this Agreement, this Agreement shall be rescinded and the parties shall, to the extent possible, be returned to the status quo ante.

(m) Notices. Each notice required under this Agreement or by law shall: (a) be in writing; (b) contain a clear and concise statement setting forth the subject and substance thereof and the reasons therefore; and (c) be personally delivered, facsimile

transmitted ("FAX"), or duly mailed by certified mail, return receipt requested, to each party to this Agreement at the address they designate set or to such other address or number as that party may have most recently given notice of to all of the other parties. All such notices shall be effective (a) when actually received by the recipient or an authorized representative or agent of the recipient or (b) three (3) business days after they are sent (not including the date of transmittal), whichever occurs earlier.

(n) Survival. All of the representations and warranties of the parties shall survive the termination of this Agreement for any reason and any Closing contemplated by this Agreement.

(o) Attorney's Fees and Legal Costs. All of the attorney fees and legal costs incurred by the respective parties in negotiating and forming into this Agreement shall be borne by the respective parties. Reasonable costs and attorney's fees incurred by any party to this Agreement to enforce any obligations of any other party under this Agreement or any instruments executed in connection herewith shall be paid to the prevailing party by the other party and shall bear interest at the legal rate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written in Alaska.

SELLER:

Cottle's Country Enterprises, LLC

By Wendy K. Hollen
7/8/21, CCE,
LLC

BUYER:

City of Wasilla

By Blenda D. Redford
7-9-21, Mayor



MATANUSKA-SUSITNA BOROUGH

Real Property Detail for Account: 1066B02L010

Site Information

Account Number	1066B02L010	Subdivision	WASILLA TWNST (USS 1175)
Parcel ID	84274	City	Wasilla
TRS	S17N01W10	Map WA11	Tax Map
Abbreviated Description (Not for Conveyance)	WASILLA TWNST (USS 1175) BLOCK 2 LOT 10		

Site Address 290 N MAIN ST

Ownership

Owners	COTTLES COUNTRY ENTERPRIS	Buyers	
Primary Owner's Address	501 W LAKE VIEW AVE WASILLA AK 99654	Primary Buyer's Address	

Appraisal Information

Appraisal Information				Assessment			
Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed ¹
2021	\$56,000.00	\$0.00	\$56,000.00	2021	\$56,000.00	\$0.00	\$56,000.00
2020	\$56,000.00	\$0.00	\$56,000.00	2020	\$56,000.00	\$0.00	\$56,000.00
2019	\$56,000.00	\$0.00	\$56,000.00	2019	\$56,000.00	\$0.00	\$56,000.00

Building Information

Building Item Details

Building Number	Description	Area	Percent Complete
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Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed	Date	Type	Recording Info (offsite link to DNR)
2021	Yes	0035	12.092	\$677.15	10/22/2020	QUITCLAIM DEED (ALL TYPE)	Palmer 2020-026940-0
2020	Yes	0035	12.472	\$698.43	4/8/2020	Patent	Palmer 2020-006937-0
2019	Yes	0035	12.536	\$702.02	2/20/1979	WARRANTY DEED (ALL TYPES)	Palmer Bk: 185 Pg: 605

Tax Account Status ²

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total	LID Exists
Current	\$677.15		\$0.00	\$0.00	\$0.00	\$0.00 No

Land and Miscellaneous

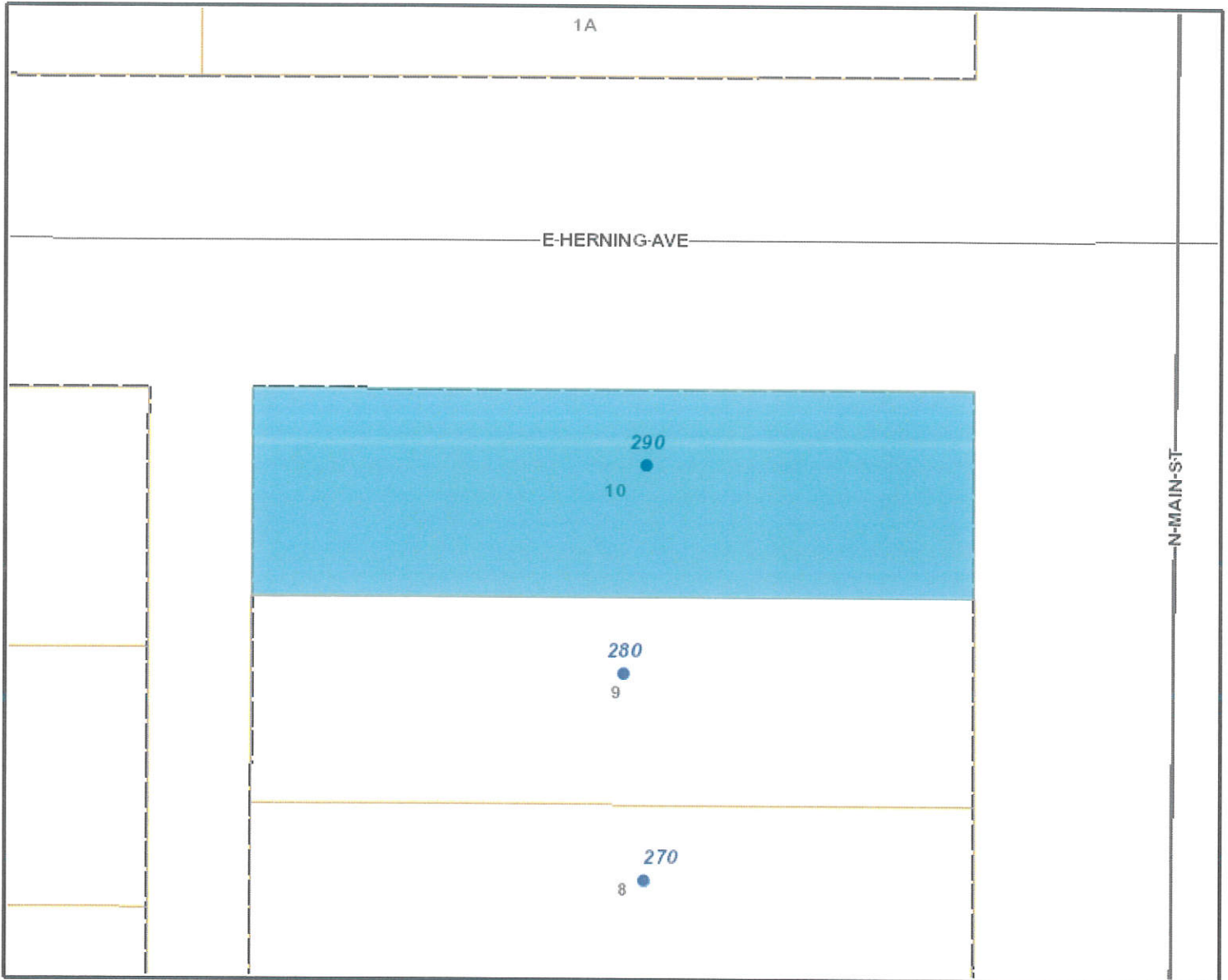
Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
0.13	0.13	Assembly District 004	07-120	130 Central Mat-Su	No Borough Road Service see the City of Wasilla Website

¹ Total Assessed is net of exemptions and deferrals, rest, penalties, and other charges posted after Last Update Date are not reflected in balances.

² If account is in foreclosure, payment must be in certified funds.



Matanuska-Susitna Borough Land Information Parcel Report



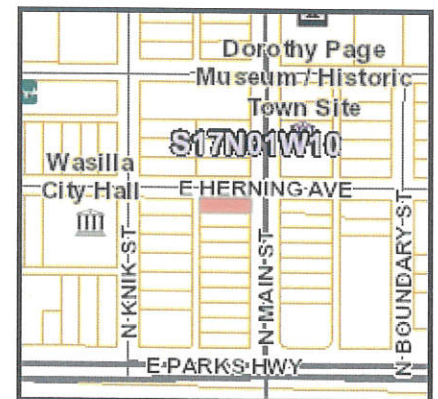
Selected parcel highlighted

Account ID: 1066B02L010

Owner(s): COTTLES COUNTRY ENTERPRISES LLC

General Owner: PRIVATE

Legal Description: WASILLA TWNST (USS 1175) BLOCK 2 LOT 10



Parcel location within Matanuska-Susitna Borough