



**MAYOR**  
Verne E. Rupright

**CITY PLANNER**  
Tina Crawford

**WASILLA PLANNING COMMISSION**

Vacant, Seat A  
Daniel Kelly Jr., Seat B  
Steven DeHart, Seat C  
Doug Miller, Seat D  
Glenda Ledford, Seat E  
Clark Buswell, Seat F  
Robert Webb, Seat G

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**CITY OF WASILLA  
PLANNING COMMISSION MEETING AGENDA  
WASILLA CITY COUNCIL CHAMBERS**

Wasilla City Hall, 290 E. Herning Avenue, Wasilla, AK 99654 / 907-373-9020 phone

**REGULAR MEETING**

**7 P.M.**

**AUGUST 23, 2011**

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF AGENDA
- V. REPORTS
  - A. City Attorney
  - B. City Council
  - C. City Planner
  - D. City Public Works Director
  - E. City Deputy Administrator
- VI. PUBLIC PARTICIPATION *(five minutes per person, for items not scheduled for public hearing)*
- VII. CONSENT AGENDA
  - A. Minutes of August 9, 2011, Joint special meeting.
- VIII. NEW BUSINESS *(five minutes per person)*
  - A. Public Hearing
    - 1. **Resolution Serial No. 11-14:** Recommending approval of a lease renewal for two additional 10-year terms for the Valley Performing

Arts on Lot 1C, Block 2, Wasilla Airpark Subdivision; Generally located north of Swanson Avenue and west of Tommy Moe Drive.

- a. City Staff
- b. Applicant
- c. Private person supporting or opposing the proposal
- d. Applicant

IX. UNFINISHED BUSINESS

X. COMMUNICATIONS

- A. Permit Information
- B. Enforcement Log

XI. AUDIENCE COMMENTS

XII. STAFF COMMENTS

XIII. COMMISSION COMMENTS

XIV. ADJOURNMENT

**PLANNING COMMISSION AND PARKS AND RECREATION COMMISSION  
SPECIAL JOINT MEETING MINUTES** **AUGUST 9, 2011**

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**I. CALL TO ORDER**

The special meeting of the Planning Commission and Parks and Recreation Commission was held on Tuesday, August 9, 2011, in Council Chambers of City Hall, Wasilla, Alaska by A.C. Buswell, III, Chairman.

**II. ROLL CALL**

Planning Commissioners present and establishing a quorum were:

- Vacant, Seat A
- Mr. Dan Kelly Jr., Seat B
- Mr. Steve DeHart, Seat C
- Mr. Doug Miller, Seat D
- Ms. Glenda Ledford, Seat E
- Mr. Clark Buswell, Seat F
- Mr. Robert Webb, Seat G

Parks and Recreation Commissioners present and establishing a quorum were:

- Ms. Mary Shampine, Seat A
- Mr. Dave Tuttle, Seat B
- Ms. Randy Robinson, Seat E

Parks and Recreation Commissioners absent and excused were:

- Ms. Joan Matthews
- Mr. Henry Hartman

Staff in attendance were:

- Mr. James Hastings, Recreation & Cultural Services Manager
- Mr. Archie Giddings, Public Works Director
- Ms. Tammy Ostrom, Sports Center Secretary

**III. PLEDGE OF ALLEGIANCE**

A. Commissioner Tuttle led the Pledge of Allegiance.

**IV. APPROVAL OF AGENDA**

GENERAL CONSENT: The agenda was approved as presented.

**V. PUBLIC HEARING** (Three minutes per person)

Mr. Dan Kennedy with Mat-Su Sea Hawkens, thanked the City of Wasilla for their help with the Play 60 Challenge event at the Menard Sports Center.

Ms. Kelly Dau, Wasilla area resident:

- Stated she is pleased on the progress of the trail improvements at Lake Lucille Park, but feels she is being personally attacked and intimidated by the Alaska Live Steamers; and
- Asked if the Alaska Live Steamers are demonstrating a compatible land use with the park.

**VI. PERSONS TO BE HEARD**

No one present.

**VII. NEW BUSINESS**

A. Committee of the Whole

MOTION: Commissioner Webb moved to enter into the Committee of the Whole at 6:09 PM.

VOTE: The motion to enter into the Committee of the Whole passed unanimously to discuss the following item.

1. Draft Parks and Trails Master Plan

Commissioner Tuttle:

- Asked Planning Commission to offer suggestions of the Parks and Trails Plan.

Commissioner Miller:

- Plan does not show goals, objectives or priorities.
- The survey needs to become part of the appendix in the Master Plan.
- Work on improving the parks that the City has.
- Trails need connectivity.
- Specify what trails are used for.

Commissioner Buswell:

- Look at impact of trail connectivity and how it could affect the Police Department.

Commissioner Kelly:

- Questioned if water ways are in the plan.
- Satisfied with the number of Parks that the City of Wasilla has.
- Compare with the Mat-Su Borough to see what is planned and include for consideration in what is needed for the future.
- Need to focus on access, usage and availability to general public.
- Concerned with ATV on trails.

Commissioner DeHart:

- Need to focus on accessibility and changes that might allow certain access to multi use trails to public streets.

MOTION: Commissioner Kelly moved to exit the Committee of the Whole at 7:10 PM.

VOTE: The motion to exit into the Committee of the Whole passed unanimously.

### **VIII. COMMUNICATION ITEMS**

No items to discuss.

### **IX. STAFF COMMENTS**

No comments given.

### **X. COMMISSION COMMENTS**

Commissioner Kelly stated the meeting was needed, thanked Parks and Recreation Commission for their efforts.

Commissioner Buswell stated he hope meeting was helpful.

Commissioner Robinson stated he appreciate the opportunity to have this meeting and thanked Planning Commission for their time.

### **XI. ADJOURNMENT**

The regular meeting adjourned at 7:16 PM.

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A.C. BUSWELL, III, Chairman

ATTEST:

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TAMMY OSTROM, Commission Secretary

Adopted by the Wasilla Planning Commission -, 2011.



By: Council Member Sullivan-Leonard  
Public Hearing: 08/23/11  
Adopted:

**WASILLA PLANNING COMMISSION  
RESOLUTION SERIAL NO. 11-14**

**A RESOLUTION OF THE WASILLA PLANNING COMMISSION RECOMMENDING APPROVAL OF A LEASE RENEWAL FOR TWO ADDITIONAL 10-YEAR TERMS FOR THE VALLEY PERFORMING ARTS ON LOT 1C, BLOCK 2, WASILLA AIRPARK SUBDIVISION; GENERALLY LOCATED NORTH OF SWANSON AVENUE AND WEST OF TOMMY MOE DRIVE.**

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WHEREAS, The Valley Performing Arts is seeking grant funding from the Rasmuson Foundation and other sources to make major improvements to their theater complex; and

WHEREAS, the Valley Performing Arts current lease agreement expires in 2024 with renewal options for one or more 10-year terms; and

WHEREAS, the Rasmuson Foundation and other grant sources are seeking 30 years or longer commitments for projects that use leased land; and

WHEREAS, WMC 5.32.090 requires review and recommendation from the Wasilla Planning Commission and approval from the Wasilla City Council of lease renewals of City property.

NOW, THEREFORE BE IT RESOLVED, the Wasilla City Planning Commission recommends approval of a lease renewal for two additional 10-year terms to support grant applications to improve their facility.

ADOPTED by the Wasilla Planning Commission on -, 2011.

APPROVED:

\_\_\_\_\_  
A.C. Buswell, III, Chairman

ATTEST:

\_\_\_\_\_  
Tina Crawford, City Planner



# Valley Performing Arts

## 35+ years of community participation in live theatre

Since 1976, Valley Performing Arts (VPA) has been an outlet for our community to become involved with live theatre. Based in Wasilla, VPA produces quality, family-oriented events that enhance the cultural and intellectual spirit of the community, and serve as an attractor for the residents and communities of the Mat-Su Valley.

## The Value of Community Theatre

A recent *Arts & Economic Prosperity (AEP) National Study* calculates that the economic value of the nonprofit arts and culture sector in the U.S. generates:

- **\$166.2 billion** in economic activity annually.
- **\$30 billion** in revenue to local, state, and federal governments every year—by comparison, the three levels of government collectively spend less than \$4 billion—a **7:1 return** on investment.
- **Valuable commerce for local merchants**—The typical attendee spends \$27.79 per person, per event, in addition to the cost of admission.
- **Visitor spending**—non-local audiences spend twice as much as their local counterparts (\$40.19 vs. \$19.53).
- **Community involvement and volunteerism**—On average, arts communities attract 5,174 volunteers who donate 191,499 hours, valued at \$3.4 million.
- **Community investments** by foundations and corporations, in support of the arts and cultural industry, and community facility development.

## VPA's Value to Wasilla

Since 1996 when VPA moved to its current Wasilla site adjacent to Iditapark, many things have changed:

- **Serving the Region**—The local and regional population has expanded significantly, strengthening the demand for venues and artistic presentations, as can be seen by VPA's sold-out events and other indications.
- **A Year-Round Attraction**—VPA provides quality cultural events that attracts residents and visitors into Wasilla's main business district. Applying AEP patron spending estimates to VPA's attendance, each season VPA adds **\$215,000** into the local economy. These funds circulate an estimated four times locally, supporting at least 8 full-time equivalent jobs in the community. Average theatre-related spending contributes an estimated \$13,000 in annual City revenue.
- **Building Community**—VPA attracts significant community involvement and volunteerism, and builds on community identity and pride.
- **Leveraging Investment**—VPA is reputable organization, providing consistent quality, and operating in the black. VPA receives grants and support from private sources, businesses, and non-local funding sources, such as the Alaska State Council on the Arts—and has good possibilities of leveraging future investment.



**Catch the SPIRIT OF THE THEATRE and pass it on!**

# Expanding VPA

Sold-out shows, growing ticket sales, and the desire for a true regional arts center to serve Mat-Su's growing population have led VPA's board to consider new and expanded facility options that can still retain VPA's intimate community arts experience.

VPA is currently receiving guidance and technical resources in planning for either a new facility, or renovating or expanding an existing one, through the Foraker Group Pre-Development Program. Our goal is an enhanced facility based in Wasilla, to meet the growth needs of VPA, and to provide a venue for other forms of artistic presentation and community events.



VPA owns its facility on land leased from the City of Wasilla. Its readapted buildings limit VPA's capacity to serve growing regional needs.



## A Part for Everyone

VPA is committed to considering expansion options that are financially sustainable over the long-term, and that leverage and multiply the support of partners, foundations, and individuals. VPA is what it is today because of broad-based support. We hope to continue to serve and grow Mat-Su's arts and cultural opportunities with your help!

### Thank you to our 36th Season's Supporters:

- |   |  |  |
|---|--|--|
| <b>The City of Wasilla</b>                                | <b>Edward Jones</b>                        | <b>Lead Dog Enterprises</b>                  |
| <b>Alaska State Council on the Arts</b>                   | <b>First National Bank Alaska</b>          | <b>Lucas Chiropractic Clinic</b>             |
| <b>National Endowment for the Arts</b>                    | <b>Fishhook Tire and Auto</b>              | <b>Make-A-Scene Magazine</b>                 |
| <b>Affordable Tool &amp; Small Engine Repair</b>          | <b>The Frontiersman</b>                    | <b>Matanuska Valley Federal Credit Union</b> |
| <b>Alaska Center for Dentistry Alaska USA</b>             | <b>The Gallery in Palmer GCI</b>           | <b>MTA</b>                                   |
| <b>The Anchorage Daily News AT&amp;T Sports Center BP</b> | <b>Geneva Woods Pharmacy</b>               | <b>Mudbusters Carwash</b>                    |
| <b>Charter College</b>                                    | <b>Greater Wasilla Chamber of Commerce</b> | <b>Pediatric Dentistry of Alaska</b>         |
| <b>Cochran Family Dentistry</b>                           | <b>Greater Palmer Chamber of Commerce</b>  | <b>The Red Beet</b>                          |
| <b>Coffee Roastery</b>                                    | <b>Jalapeños Mexican Restaurant</b>        | <b>Town Square Art Gallery</b>               |
| <b>Denali Law Group</b>                                   | <b>Just Imagine Toys</b>                   | <b>Urgent Care at Lucille Creek</b>          |
| <b>Double Eagle Real Estate</b>                           | <b>KAYO 100.9FM</b>                        | <b>Valley Dermatology</b>                    |
|   | <b>KMBQ 99.7FM</b>                         | <b>Valley Arts Alliance</b>                  |
|   |  | <b>Wells Fargo</b>                           |
|   |  | <b>Wolf Eye Center</b>                       |

**Valley Performing Arts**  
*Enhancing the cultural and intellectual spirit of our community since 1976*

**the foraker group**  
*Standing Beside Alaska's Nonprofits*

**pre-development program**

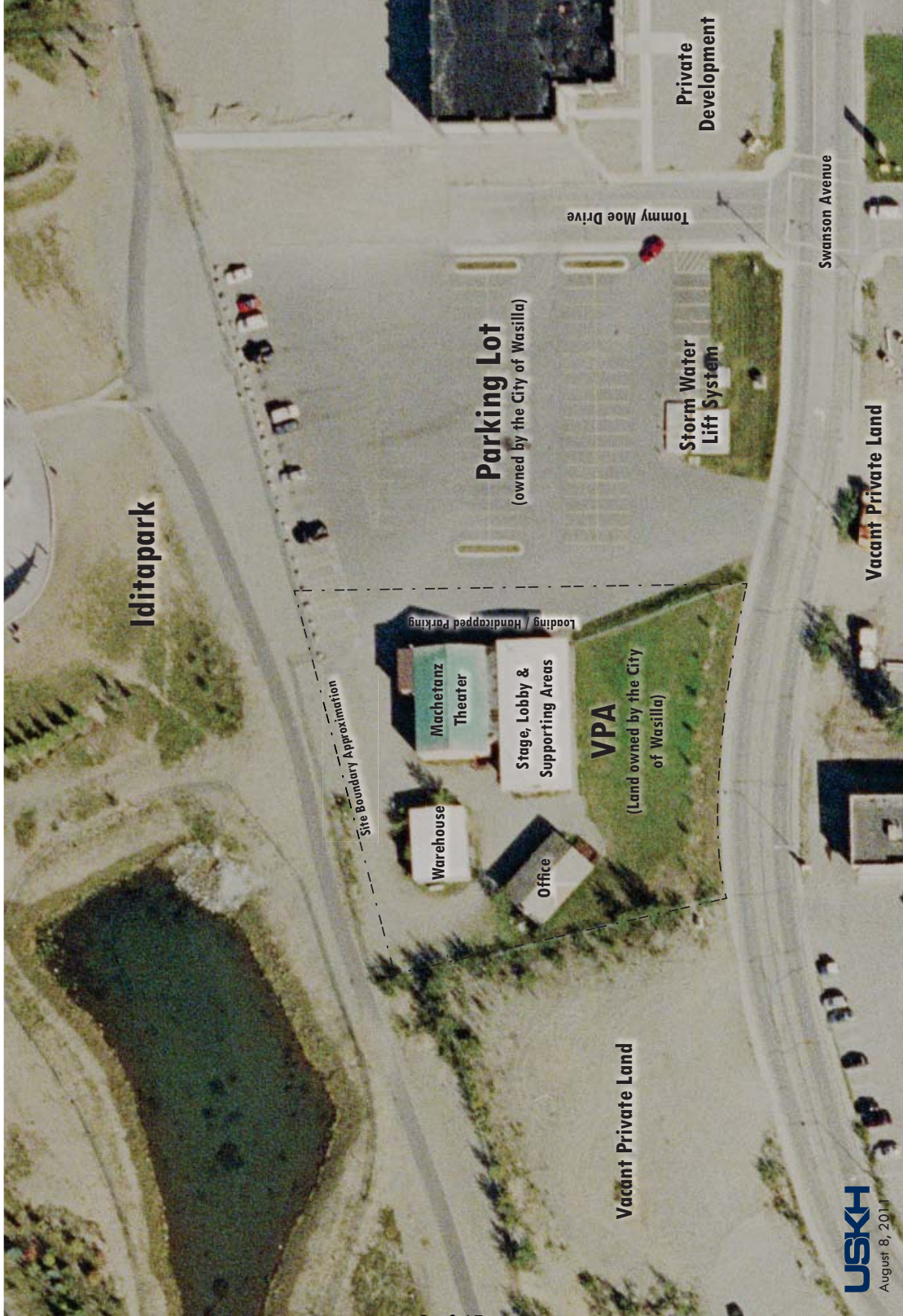
### The Foraker Group Pre-Development Program

The Foraker Group Pre-D' is a service provided by The Foraker Group in collaboration with the Alaska Mental Health Trust Authority, Denali Commission, Mat-Su Health Foundation and Rasmuson Foundation.

Pre-D's core purpose is planning sustainable capital projects, which we define as projects that contribute to the long-term viability of the organization and the community it serves. We believe that successful projects occur when planning begins early and considers community needs, potential collaboration, organizational capacity and sustainability.

**7 of 45**

# VALLEY PERFORMING ARTS EXISTING SITE CONDITIONS



## VPA's Current Site:

- VPA brought its theater to this site from the Alaska State Fairgrounds in 1996.
- VPA owns its buildings and improvements and leases its site from the City of Wasilla.
- Parking is on a separate lot, owned by the City of Wasilla.

## Growth Issues:

- VPA is experiencing more and more sold out shows, and growing ticket sales.
- VPA is getting requests to serve as a venue for other arts and community activities (visual art displays, recitals, concerts, etc.).
- VPA's operations are highly constrained by the lack of on-site rehearsal space, pre-show preparation areas, and limited lobby and restroom capacity.



**Valley Performing Arts**

# VALLEY PERFORMING ARTS: EXISTING SITE EXPANSION OPTION

NOTE: This is a diagrammatic plan for illustrative and discussion purposes only; verification of as-built, topographic and boundary survey information is needed.



## Expansion Outcomes:

- Square footage expansion to ±19,000 sf addresses VPA's and the region's growth needs.
- VPA enjoys the continuity of remaining on its current site (note: VPA is also considering other expansion options including the Mat-Su Cinema).
- Expansion on the existing site builds on Wasilla's comprehensive planning for downtown, and strengthens adjacencies (restaurants, park amphitheater).

## Expansion Requirements:

- Requires a new long term lease with the City of Wasilla to protect VPA and potential funders' investments.
- Expansion will require compliance with City of Wasilla's Title 16 codes regarding setbacks, parking, landscaping, snow storage, etc.
- A small percentage of parking (approx 15 spaces) may be located on adjacent properties (within 300' of VPA).
- A small portion of parking may encroach into Iditapark (along existing fence line).



Valley Performing Arts

**LEASE BETWEEN THE CITY OF WASILLA  
AND VALLEY PERFORMING ARTS, INC.**

This Lease (hereinafter "Lease" or "Agreement") is made and executed on the date entered below, by and between the City of Wasilla, a Municipal corporation organized and existing under the laws of the State of Alaska, whose address is 290 E. Herning Avenue, Wasilla, Alaska, 99654, herein referred to as Lessor, and Valley Performing Arts, Inc., an Alaska non-profit corporation, whose address is P.O. Box 1230, Palmer, Alaska 99645, hereinafter referred to as Lessee.

**1. Representation of Authority to Sign.** Lessor represents that the City of Wasilla is authorized to execute this Agreement pursuant to the terms of Ordinance Serial No. 94-22 adopted by the Council of the City of Wasilla on June 27, 1994. Lessee hereby represents its authorization to enter into this Agreement by reason of a resolution of the Board of Directors of Lessee, duly presented and adopted in conformance with the By-Laws and Articles of Incorporation of Lessee.

**2. Property Description-Lessee Takes Possession "As Is"-Use of Adjacent Parking Area.** The real property and its appurtenant improvements (hereinafter "subject property") which are the subject matter of this Lease are more fully described as follows :

LOT 1C, BLOCK 2, WASILLA AIRPARK SUBDIVISION,  
PALMER RECORDING DISTRICT, THIRD JUDICIAL  
DISTRICT, STATE OF ALASKA.

**2(A) - Property Condition.** Lessee acknowledges that Lessee has had a full opportunity to inspect the subject property and accepts occupancy of the same with knowledge and agreement that Lessor makes no representation or warranty, express or implied, as to the nature, condition, or useability of the subject property for the uses and purposes set forth in this Lease, all such representations being expressly disclaimed by Lessor. Lessee expressly accepts, without limitation, those limitations on the condition of the subject property noted by Exhibit A, attached hereto.

However, Lessor does represent that Lessor is not now aware of nor does Lessor have any reason to be aware of the presence of any hazardous wastes on or in the soil or existing improvements of the subject property. In the event that any unforeseen hazardous wastes are later found to be present in the soil or in the improvements on the property, at the initiation of this lease, then Lessor may either correct or clean up such hazardous wastes or, alternatively, Lessee may be allowed to terminate this lease with the rights set forth in Paragraph 6(G)(7), below relative to ownership of improvements constructed by Lessee. Upon discovery of any such unforeseen hazardous wastes, the only remedy available to Lessee, relative to the Lessor, shall be to request termination of the lease in the event that Lessor does not undertake prompt clean-up of such hazardous waste.

**2(B). Use of Adjacent Parking Area.** Adjacent to the above-described real property is land presently generally referred to as the former Wasilla Airport Site. The Lessor anticipates this adjacent property will be transferred to the ownership and control of Lessor at some unknown future time. When this anticipated land transfer event occurs, Lessor

agrees to attempt to assist with the parking needs of Lessee during times of public performances by making available some of the adjacent real property for use by persons attending performances by or sponsored by Lessee. However, nothing in this sub-paragraph is intended to obligate Lessor to expend a pre-determined amount for construction or maintenance of parking facilities and it is expressly understood by Lessee that authorization to use the adjacent area for parking will be dependent upon (a) appropriation of funds for such purpose by the City Council of the City of Wasilla and (b) an express written amendment to this Lease to be considered and prepared only upon transfer to Lessor of title to the adjacent land area.

The terms of the future written parking area agreement addendum are understood by Lessee to anticipate consideration of (a) extending liability coverage of Lessee's commercial general liability insurance to the parking area, (b) the need to consider the likelihood that the parking lot area, both in size and use, will need to evaluate other existing and future uses of the former Wasilla Airport Site, and (c) Lessee's ability and willingness to pay for and/or assist in paying for a reasonable and/or proportionate share of the maintenance costs and/or parking lot construction costs.

3. **Term.** The term of this Lease shall begin upon execution of this Agreement, as set forth below. The Lease term shall then continue for a period of thirty (30) years from the effective date of this Lease and may be further subject to the potential of renewal as set forth below.

4. **Negotiation of Option(s) to Renew.** Lessor may grant to Lessee, subject to the conditions set forth below, the option to renew this Lease for one or more

additional ten (10) year term(s) following the date of expiration of the thirty (30) year term of this Lease provided above. If negotiations for renewal terms are initiated, as set forth below, the method, conditions and agreements applicable to such Lease renewal negotiations may include, but are not necessarily limited to, the following:

If the renewal is approved the Lease term(s) shall be subject to the same terms and conditions herein contained and operative for the initial thirty (30) year term.

It is expressly agreed and understood that the option to renew may be refused by the Lessor, if the Lessor, in Lessor's discretion, makes the determination that the renewal of the Lease is not in the best interest of the Lessor. Lessee shall have no recourse to contest the decision of the Lessor regarding a refusal to agree to a requested renewal term.

The negotiations to renew must be initiated, if at all, by the Lessee giving to Lessor, on or before 360 days prior to the expiration of the initial Lease term, a written notice of the exercise of the desire to renew. If such notice is received by the Lessor on or before such date, the Lease will be deemed to be subject to negotiation of a potential renewal term or terms. If notice of non-agreement to the requested renewal is mailed or otherwise presented by Lessor to the Lessee any time prior to 180 days preceding the expiration of the then-effective initial thirty (30) year term, the renewal request shall be deemed and understood to have been denied and, therefore, of no force or effect.

Lessee shall in no event be entitled to negotiate for renewal(s) of the term of the Lease, even though notice of intent may have been timely given, unless Lessee has, at the time of such renewal notice of intent and throughout the time following such renewal notice of intent



through to the expiration of the initial thirty (30) year term, timely performed all of its obligations hereunder and is not in default in the performance of any of its obligations.

5. **Nominal Rent Required - Consideration For Lease Based**

**On Other Obligations Of the Lessee.** Nominal rent in the amount of One Hundred Dollars (\$100.00) per year shall be due and payable for the first year upon the execution of this Lease and shall be due and payable for each successive year on the anniversary date of the execution of this Agreement through the entire term of this Agreement and any renewal thereafter. In light of the nominal amount of rent set forth herein, the Lessee recognizes and agrees that the other obligations and duties of the Lessee, as provided herein, constitute the consideration under which this Lease is awarded to the Lessee and the Lessee further confirms an awareness and understanding of the need to materially comply with all terms and conditions as set forth below and that a material failure to perform and follow the terms and conditions herein set forth will be deemed and understood to be a breach of the Lease Agreement.

6. **Tenant Obligations.** The following obligations and responsibilities are expressly assumed and undertaken by the Lessee.

6(A). **Permitted Uses.** Only those uses specifically listed in this subparagraph will be permitted and allowed by the Lessee. Lessee shall only use the subject property for the purpose of preparation of, rehearsal of, and performance of plays, acting performances, theatrical presentations, musical recitals and dance recitals. Children's programs related to these functions are also expressly permitted. Activities directly related to these activities will also be allowed such as, but not limited to, conducting fund raising activities,

holding auditions, and constructing stage sets. Lessee agrees that under no circumstances will Lessee allow the premises to be used for any activity other than community activities directly related to the purposes and activities of Lessee. If such activities include or involve other entities or persons, Lessee understands and agrees that Lessee shall undertake the responsibility of determining that such other persons or entities are engaged in activities directly related to the purposes and activities of Lessee. Activities, organizations, or persons engaging in profit activities shall not be allowed or permitted any use or occupancy of the subject property by Lessee unless such profit activities (e.g., paid guest performer, dance company, or paid touring performance company) are incidental to the primary non-profit organization and character of Lessee.

**6(B). Cancellation of Lease In the Event of Substantial Failure to Make Use of the Lease for Purposes Intended.** Lessee acknowledges that Lessor is entering into this Lease on the expectation that Lessee will actively pursue and promote the use of the subject property for the purposes described above. In the event that Lessee is unable or unwilling (e.g., lack of funding for Lessee or lack of interest in Lessee's organization by members of Lessee or the public) to substantially make use of the subject property for the purposes described above, and such failure continues for a time frame of six months or more, then, and in such event, Lessor may declare this Lease in default and take appropriate remedies as may be available by law or by the further terms of this Lease.

**6(C). Artistic Control.** Lessor agrees and acknowledges that Lessee shall have artistic control of the content of performances by or sponsored by Lessee and Lessor shall

have no right to declare this Lease in default due to contentions by the Lessor that the artistic content of Lessee's performances are objectionable.

**6(D). Rental of Residential Building.** Lessor agrees that Lessee may rent to a sub-tenant the residential building located on the subject property as an incidental activity supportive of the uses and purposes outlined above. However, the Lessee understands that expansion of the residential facilities to accommodate more sub-lease tenants for the primary purpose of increasing rental revenue will not be a permitted use. It is further understood by Lessee that the responsibility to provide general liability insurance, set forth below, is expressly inclusive of the duty to provide insurance to cover the activity of Lessee in entering into such a sub-lease arrangement. That is, in the event of partial or total exclusion of the sub-lease activity from coverage under the general liability policy to be obtained by Lessee [see below in Section 6(Q)] then Lessee is required to obtain a separate policy of liability insurance, in the coverage amounts noted for the general liability policy required in Paragraph 6(Q), to apply to Lessee's activity in acting as a landlord in sub-leasing a portion of the subject property.

In no event will Lessee require a sub-tenant to perform services on behalf of the Lessee in exchange for a reduction of rent. Any services performed by a sub-lease tenant shall require Lessee and the sub-tenant to enter into a separate employment or contract agreement so as to assure that Lessee fulfills the responsibility to secure Worker's Compensation coverage for employees of Lessee, as required by Paragraph 6(Q), below.

**6(E). Reasonable Request For Co-Use By Lessor.** In the event of a request by Lessor for use of the property, Lessee agrees that Lessor shall be permitted by Lessee

to make use of the property for Lessor's activities, or Lessor's sponsored activities, so long as such activities do not unduly conflict with the normal and general operations of the Lessee on the subject property. No fee or charge shall be assessed by Lessee of Lessor for occasional or incidental co-use by Lessor. However, it is understood that significant and/or ongoing use of the subject property by Lessor will require Lessor to contribute a reasonable amount for maintenance and repair expenses that are directly related to the Lessor's co-use of the subject property.

**6(F). Plan for Allowing Other Community Use.** Lessee shall initiate the development of a written plan, to be up-dated every two years, to be presented to the Lessor for approval, such plan establishing the terms and conditions which would allow other Wasilla area community groups or persons temporary use of the subject property when not in conflict with the terms of this Lease and/or the purposes or uses of the Lessee. The purpose of the plan to be developed by Lessee is to allow and encourage compatible co-use of the subject property for community needs and to assist community activities that benefit the general Wasilla area community. In light of the length of this Lease and in further light of the flexible performance schedules of the Lessee, the plan must necessarily be up-dated, at least every two years, and must also develop criteria for allowance of use of the subject premises and a procedure by which Lessee will receive, evaluate, and decide upon applications for use of the subject property by other community entities or persons. As part of such a plan, appropriate conditions of use concerning clean-up, observance of the proper care of the property and other such similar matters shall be incorporated into the plan. Lessee agrees to monitor use of the building so as

to comply with both the terms of this Lease and the plan referred to herein. The intent of this sub-paragraph is to formulate a structure, compatible with this Lease, whereby the general community can apply for and obtain temporary use of the subject property so long as this Lease and its purposes are not interfered with. The Lessor may refuse to accept the plan of Lessee to accommodate other community use if such plan of the Lessee is not based in a good faith intention to allow and encourage compatible co-use of the subject property by other community entities or persons. Lessee shall be given the reasonable opportunity to amend and re-present the plan for allowing other community uses in the event that the City rejects the plan, as proposed from time to time. Disputes between Lessee and Lessor as to the adequacy of the plan to allow other community uses shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Given the length of this lease, the parties agree that they will make good faith efforts to establish an appropriate arbitration procedure if the American Arbitration Association or its Commercial rules are not in existence at the time of the need for the same. It is understood that Lessee shall have a first priority right to the use of the subject property for Lessee's reasonable needs and purposes.

All such co-uses of the subject premises by other organizations, persons or entities shall be reported, in advance of such use, by the Lessee to the Lessor in written form sufficient to identify the identity and nature of the permissive user, the purposes and activities of the permissive user, and the assurance that the activities of the permissive user are of a non-profit or community benefit nature and that the non-profit or community benefit status of the permissive user has been verified by the Lessee. Lessee recognizes and agrees that the Lessor

retains the unqualified right to prohibit a specific permissive user from continued access to the subject property (even in the event that the permissive user is of a non-profit or community character, either pursuant to State law and/or Federal tax law) if, in the unlimited discretion of the Lessor, the Lessor determines that the activities are inconsistent with the overall intended use of the property for public benefit and non-profit or community use. For example, but not limited thereto, Lessor may prohibit a particular non-profit or community benefit use to avoid a possible negative competitive impact on private market activities in the general community. Lessee will advise co-users of the subject property of the right of Lessor to prohibit particular co-uses of the subject property.

The first such co-use plan to be developed by Lessee shall be presented to Lessor within 60 days of the execution of this Lease and shall be updated on the second anniversary of the execution of this Lease and every two years thereafter. Annually, on or before the anniversary of the execution of this Lease, Lessee agrees to inform Lessor, in writing, of any and all permitted users of the subject property that occurred in the previous year and further information, as referred to above, so as to indicate and verify that Lessee has confirmed the character and nature of the permissive user and the permitted uses so as to comply with the terms and provisions of this Agreement.

Permissive users of the building may be requested by the Lessee to pay user fees to cover the costs of utility operation and/or maintenance responsibilities related to the permissive co-use of the subject property. Lessee agrees that all such fees and charges will be intended to reimburse the Lessee for the costs of the obligations undertaken by the Lessee and

shall not be established in an amount so as to exceed the amounts necessary or desirable to reimburse Lessee for the reasonable costs of the co-use of the subject property.

**6(G). Written Renovation Plan.** On or before April 30, 1995, Lessee shall prepare and submit for written approval by Lessor a written plan of renovation of the existing improvements on the subject property. In general, the plan of renovation shall include a written schedule of regular inspection, regular maintenance, and the specific future capital maintenance plans and remodeling plans which Lessee intends to implement during the course of the term of this Lease. This Lease is entered into upon the representation of the Lessee that the Lessee intends to inspect, attend to routine maintenance, accomplish capital maintenance (e.g. painting, roof repair, etc.) and further intends to undertake restoration/remodeling capital improvements intended to improve and maintain the existing improvements so as to preserve or enhance the value of the subject property. In the event that a written plan of renovation submitted to the Lessor is rejected by the Lessor because it is unsatisfactory to maintain the improvements throughout the course of this Lease Agreement or in the event that the written plan of renovation is unsatisfactory to accomplish the intended use of the subject property for public presentation of artistic performances, Lessee shall be given the reasonable opportunity to amend and re-present the plan for renovation/maintenance in the event that the City rejects the plan, as originally proposed and/or up-dated from time to time. In the event of Lessee's failure to present a satisfactory renovation/maintenance plan, the Lessor is entitled to reject the proposed plan of renovation and to take steps, by written notice, to implement the termination of this Lease pursuant to Paragraph 8, below, "Default." Disputes between Lessee and Lessor

as to the adequacy of the plan of renovation shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Given the length of this lease, the parties agree that they will make good faith efforts to establish an appropriate arbitration procedure if the American Arbitration Association or its Commercial rules are not in existence at the time of the need for the same.

**6(G)(1). Up-date of Plan.** Lessee agrees to up-date, in writing submitted to the Lessor for approval, the renovation/maintenance plan every four years measured from the initial date of the execution of this Lease. As provided above, the written up-date must also be satisfactory for the purposes set forth herein.

**6(G)(2). Submission of Specific Construction Plans and Specifications for Lessor Review .** Lessee shall not make capital alterations to the building or premises without first obtaining prior written consent of the Lessor. Regardless of the general approval of the general renovation/maintenance plan, referred to immediately above, no specific actual major construction/remodeling shall be initiated without first obtaining the written consent of the Lessor, premised upon Lessee's submission of construction plans and specifications and proposed construction contract(s). Lessee acknowledges the importance of not undertaking capital construction/remodeling on its own without first seeking written consent from the Lessor, such consent to be specific as to particular construction contracts and to be in addition to Lessor's generalized approval of the Lessee's general plan referred to above. Lessor shall not unreasonably withhold approval of such construction plans and specifications.



**6(G)(3). Review by Lessor Not To Be Construed as Acceptance of**

**Responsibility.** However, Lessee's approval of renovation/remodeling plans shall not constitute the assumption of any liability by Lessor for the compliance of such plans with any applicable building codes, land use regulations, state laws or regulations or federal laws or regulations. Lessee agrees to accept sole responsibility for conformance of such plans with applicable laws, ordinances, or regulations.

**6(G)(4). Lessee to Obtain All Construction Permits/Licenses.**

Lessee shall obtain all necessary licenses and permits to accomplish any of the work described in the plan of renovation/remodeling and any capital repair or improvement undertaken pursuant to this sub-paragraph or other portions of this Lease.

**6(G)(5). Lessee To Obtain Express Acknowledgement of No Liens**

**to Be Placed on the Property.** Any contract, sub-contract, or agreement for labor, services, materials, or supplies to be furnished in connection with construction or alteration of any improvement to the subject property shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the subject property or the property's improvements. Before the commencement of any such work, Lessee shall deliver to the Lessor an executed duplicate original of the contract of construction/capital repair/capital remodeling including a written waiver by the architect, engineer, contractor, materialman, mechanic, person, or corporation named in such contract of all right of lien which he/she or it might otherwise have upon or against the subject property or the improvements to be constructed or altered and/or the interest of Lessor therein. If any lien or notice of lien by

any party engaged by Lessee or Lessee's contractor shall be filed against the subject property or improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, order of a court, or otherwise.

**6(G)(6). Lessor's Discretion to Require Bonds.** Lessor may, in the event that Lessor determines that it is reasonably necessary or desirable for the purpose of protecting the City finances or the public in general, require payment and/or performance bonds to be paid for and provided by Lessee in amounts equal to 110% of the estimated cost of the anticipated improvements to be accomplished.

**6(G)(7). Ownership of Capital Improvements.** For purposes related to this subsection - 6(G)(7), attached hereto, as Exhibit "A," is a description of the improvements to the subject property as they existed prior to the initiation of this Lease. Any alteration, addition, or improvement made by the Lessee, after Lessor's consent, shall remain as part of the lease property and therefore subject to the rights of the Lessee under this Lease. Upon termination of the Lease any such improvements shall become the property of the Lessor, except that Lessee, upon termination of this Lease for any reason :

1) May remove and relocate those capital improvements, constructed or put in place by Lessee, that can be disassembled or removed but only so long as the improvements not removed are not physically damaged or otherwise left in a condition requiring materials or labor to preserve or restore to useable condition;

2) May offer those capital improvements that can be disassembled or removed, as noted above, for purchase by Lessor. But in no event will Lessor be obligated to agree to such proposed purchase;

3) May purchase the subject property at a price equal to the fair market value of the subject property as it existed immediately prior to the termination of the Lease, less a reasonable amount equal to the added value given to the subject property by the renovations and capital improvements constructed by or paid for by the Lessee during the course of the Lease term(s). The purchase amount is to be determined within 30 days of the termination of the Lease, by appraisal, such appraisal to be paid for by Lessee. In the event that Lessor is not in agreement with the appraisal offered by Lessee, Lessor shall be entitled to obtain its own appraisal within 60 days of the presentation of Lessee's appraisal. Disputes as to the fair market value purchase price, defined above, that cannot be resolved by mutual agreement are to be resolved by submission of the matter to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Given the length of this lease, the parties agree that they will make good faith efforts to establish an appropriate arbitration procedure if the American Arbitration Association or its Commercial rules are not in existence at the time of the need for the same. The purchase price, however resolved, is to be paid upon closing, such closing to occur within 45 days of the presentation of the Lessee's proposed purchase appraisal or within 45 days of the resolution of the purchase price amount, whichever occurs later.

**6(H). Representation of Cooperation to Secure Grants.** Subject to the full and complete and unqualified discretion of the Wasilla City Council to appropriate funds for such purpose, the Lessor will agree to offer cooperation with the Lessee so as to attempt to secure grants to upgrade and renovate the existing improvements. However, it is the obligation and responsibility of the Lessee to initiate the process of identifying and seeking the grants and the Lessor's duty is limited to a duty of cooperation so as to not interfere with or impede the reasonable actions undertaken by the Lessee to secure restoration/renovation/remodelling grants.

**6(I). Lessee To Comply With All The Laws and Ordinances.**

During the term of this Lease, Lessee shall comply with all applicable laws affecting the subject property, including regulations and/or ordinances which may be applicable to the property. Lessee further agrees not to commit or allow to be committed any waste upon the leased property and Lessee further agrees not to commit or allow any nuisance use of the subject property.

**6(J). Right Of Inspection.** Lessor retains the right, at any reasonable time so as to not unduly interfere with the normal and ordinary operations of the Lessee, to enter into and upon the subject property for the purposes of inspecting the same, or for purposes related to the terms and conditions of this Agreement. Nothing stated in this Paragraph is intended to negate the rights of quiet enjoyment as set forth in Paragraph 7(C) of this lease.

**6(K). Encumbrance of Lessee's Interest Not Allowed.** The Lessee is not permitted to and may not encumber, by mortgage, deed of trust, assignment or other instrument, its lease interest and estate in the leased premises whether as security for indebtedness of the Lessee or otherwise, without the express written permission of Lessor. The execution of any encumbrance by the Lessee shall be held to be a material violation of the terms and conditions of this Agreement and shall, by the fact of such encumbrance, constitute default subject to the provisions of Paragraph 8 of this lease.

**6(L). Prohibition of Assignment.** Although, as set forth above, Lessee may permit and allow selected entities, persons, or organizations, to use the subject property as a permitted co-user of the property, it is specifically understood and agreed that Lessee may not

sub-let the premises, whether in whole or in part, so as to assign the rights or obligations of this Agreement, without the prior written permission and consent of the Lessor. As noted above, such written permission is granted herein as to the sub-lease of the residential improvement currently located on the subject property. Any other attempt to sub-let or assign the interests of the Lessee without the written consent of the Lessor shall be void and shall be considered a material default under this Lease.

**6(M). Normal Maintenance And Repairs The Obligation Of the Lessee.** Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to the Lessor (subject to the possible financial contributions from Lessor set forth in Paragraph 6-E, above), keep and maintain the premises, including all normal and ordinary maintenance activities for the lease premises and all appurtenances thereto. Normal maintenance activities shall be understood to include (a) cleaning and removal of trash and waste, (b) sweeping and waxing of the floors and cleaning of the carpets on an as-needed basis, (c) lawn mowing and yard maintenance in warm weather and snow removal and such similar activities in cold weather, and (d) performance of minor repairs, all in addition to the capital maintenance responsibilities placed on the Lessee as provided above. The Lessee also specifically agrees to maintain, in good working order and repair, all plumbing, toilet facilities, and other fixtures and equipment installed for the general supply of hot and cold water, heat, air conditioning, and electricity, and shall not allow the plumbing, toilet facilities, and other fixtures and equipment installed for the general supply of hot and cold water to freeze.

**6(N). Utilities.** The Lessee shall pay all charges for utilities such as garbage removal service, sewer, water, gas, electricity, light, heat, power, telephone, cable T.V., or other such similar and related utility charges and services. Lessee expressly agrees to indemnify the Lessor against any liability or damages for failure to pay such utility accounts incurred for the benefit of the Lessee.

**6(O). Duty to Keep Premises Free of Liens.** Lessee shall keep the premises and every part thereof and all improvements and appurtenant facilities located thereon free and clear of all mechanic's, materialmen's, wage, and/or 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, any of the operations of the Lessee, or on any alteration, improvement, repair, addition, or construction which Lessee may make or permit or cause to be made or any work or construction permitted by the Lessee on the premises.

**6(P). Indemnification of Lessor.** To the fullest extent permitted by Alaska law, Lessor shall be defended by Lessee and shall be saved, held harmless and indemnified from and against any and all claims, damages, losses or expenses or alleged claims, damages, losses or expenses, including but not limited to attorney fees, arising out of or resulting from the performance of this lease, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Lessee, or anyone employed or contracted by the Lessee or

anyone for whose acts any of them may be liable, and (3) is not the result of the sole negligence or wilful misconduct of the Lessor.

**6(Q). Insurance.** Lessee shall, at all times, during the term of this Lease, and at Lessee's sole expense, maintain and keep insurance coverage, as provided below. The Lessor shall retain the right of objection, if based on reasonable grounds, to approve the insurance companies providing the insurance coverage required below.

**6(Q)(1). Commercial General Liability Insurance.** Lessee shall maintain, in effect throughout the term of this Lease, commercial general liability insurance covering the activities, functions, and operational activities of the Lessee including Premises/Operations, Products/ Completed Operations, and Personal Injury/Advertising liability coverage with minimum limits as follows: Such insurance shall be in a coverage amount of no less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit of liability per occurrence/ TWO MILLION DOLLARS (\$2,000,000.00) annual general aggregate/ TWO MILLION DOLLARS (\$2,000,000.00) annual products/completed operations aggregate. The policy shall be endorsed to include the Lessor as an additional insured, with a minimum 30 days notice of cancellation to the Lessor.

**6(Q)(2). Worker's Compensation Coverage.** In the event that Lessee hires an employee or employees, Lessee shall purchase and maintain statutorily required worker's compensation insurance in an amount equal to or more than the mandatory minimum required for any and all employees of the Lessee, if any, pursuant to Alaska's Worker's Compensation Act. Coverage is to include Employer Liability Insurance equal to at least

\$500,000.00 bodily injury each accident/ \$500,000.00 each employee for bodily injury by disease/ \$500,000.00 policy limit for bodily injury by disease.

**6(Q)(3). Commercial Automobile Liability Insurance.** In the event Lessee leases, rents, or purchases a motorized vehicle, Lessee agrees to obtain liability insurance as follows: Scheduled, hired, and non-owned liability, with minimum limits of: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit of liability per accident/unlimited annual aggregate with uninsured/underinsured motorists coverage with minimum limits as follows : ONE MILLION DOLLARS (\$1,000,000.00) bodily injury limit per person/ ONE MILLION DOLLARS (\$1,000,000.00) bodily injury limit per accident and TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) property damage per accident.

**6(Q)(4). Miscellaneous Insurance Provisions and Loss Adjustment, If Any And If Permitted By the Relevant Policy, Shall Require The Written Consent Of Lessor And Lessee On any Matter Within The Coverage Of Insurance Pursuant To Sub-Paragraph 1 , Above.** Certificates of insurance showing the applicable coverage as required pursuant to the terms of this Agreement shall be required and is a precondition to initiation of the Lease term. The cost of any and all insurance required of Lessee by the terms of this Agreement shall be carried and paid for by the Lessee. Any insurance proceeds recovered by reason of damage to or destruction of the improvements on the leased premises shall be used to repair, restore, or replace improvements so damaged or destroyed and/or to construct additional improvements. However, insurance proceeds from such losses occurring within five years of the termination of this lease shall, if



permitted by the subject insurance policy(ies), be subject to negotiation of possible application of the proceeds to other uses besides repair, restoration or replacement of damaged or destroyed improvements. Claim adjustment, if any and if permitted by the relevant policy, shall require the written consent of Lessor and Lessee on any matter within the coverage of insurance pursuant to sub-paragraph 6(Q)(1), above. Such consent shall not be unreasonably withheld.

**6(Q)(5). Property and Personal Property Loss Assumed by**

**Lessee.** Lessee specifically agrees and understands that any building or personal property loss of the Lessee or loss of use by the Lessee shall be a loss borne by the Lessee, subject to the Lessee's decision to obtain commercial property loss insurance coverage. Lessee is to be responsible for any decisions to obtain insurance to cover such commercial property or personal property. By way of illustration, this paragraph is intended to include loss of building improvements, personal property or loss of use, as Lessee's interests may appear under this lease.

**6(Q)(6). Waiver Of Rights Of Recovery.** As described below,

Lessor shall obtain its own commercial property loss insurance coverage for the subject premises. Lessor, as the Landlord, and Lessee, as Tenant, do hereby agree to mutually waive the potential right of recovery against one another based on a claim within the coverage of their respective commercial property loss (generally referred to as 'fire') insurance. More particularly, the parties mutually represent that the parties believe the contract conditions of their respective anticipated commercial property insurance permits, or will permit, waiver of rights against one another if done so in writing. This paragraph is intended to fulfill the requirement of such a writing and is intended to preclude a subrogated claim by the either the Lessor's or Lessee's insurer against the

other party to this lease. This paragraph shall not be binding and shall be inoperative if (now or in the future) the contract conditions of the respective commercial property insurance do not permit or allow the waiver provided for by this paragraph.

7. **Lessor's Obligations.** Lessor shall be obligated and required to fulfill the following responsibilities:

7(A). **Insurance To Be Provided By Lessor.** The Lessor agrees to list the leasehold premises on its inventory of properties insured by the commercial property loss insurance coverage obtained on an annual basis by the Lessor. The purpose of so listing the leasehold premises is to provide insurance coverage for loss or destruction to the real property and permanent structural leasehold premises due to fire or other similar insured loss, as Lessor's interests may appear.

7(B). **Taxes and Assessments.** No real property taxes are anticipated or expected in relation to the subject premises as the Lessor is a municipality organized and existing under the laws of the State of Alaska and currently exempt, pursuant to State law, from imposition of real property taxes. Similarly, Lessee is understood to be a non-profit corporation under both State and Federal law and therefore exempt from local real property taxes. In the event that real property tax liabilities not foreseen by this Agreement become imposed by law or in the event that the parties realize there is a tax consideration that had not been contemplated by the scope of this Lease Agreement, then the parties agree that good faith negotiations shall proceed on the subject matter of liability and responsibility of such taxes for the purpose of

- 2) The Lessor refuses to accept the Lessee's "Plan for Allowing Other Community Uses" for the second time because the plan is not adequate to allow for and encourage compatible co-uses of the subject property, per Subsection 6(F);
- 3) The Lessor rejects the Lessee's proposed Plan of Renovations for the second time per Subsection 6(G);
- 4) Except as otherwise provided for in Subsection 6(L), Lessee attempts to sub-let or assign its interests without the written consent of the Lessor.

9. **Rights of Lessor Cumulative.** All remedies referred to above or in this Agreement shall be deemed cumulative and not exclusive to other legal, equitable, or contractual remedies available to the Lessor.

10. **Waiver.** The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained, shall not be deemed to be a continuing or future waiver of such term, covenant, or condition.

11. **Time of the Essence.** Time is of the essence for this Lease and each and every covenant, term, and condition hereof.

12. **Section Captions.** The captions appearing under the section number designations of the Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

13. **Amendment or Modification Only In Writing-Full Opportunity to Consult Acknowledged.** This Agreement constitutes the full and

equitably allocating the payment thereof as the respective interests of the parties appear under this Lease.

Lessee shall be responsible for sewer, street, or water public capital improvement assessments against the subject property initiated or undertaken pursuant to the authority of the City of Wasilla or any other public or private entity (in addition to user fees), to the extent of Lessee's interests as Lessee's interests appear under this Lease.

**7.(C). Covenant of Quiet Enjoyment.** Lessor covenants that Lessee shall be entitled to the quiet enjoyment of the subject property, consistent with the nature and purposes of this lease as described herein.

**8. Default.** If the Lessee is in material default under any of the obligations or responsibilities of the Lessee pursuant to this Agreement, Lessor shall give to the Lessee thirty (30) days' written notice of such material default, and should Lessee fail to cure such material default within an additional thirty (30) days the leasehold interest of the Lessee shall be deemed to have expired. Lessor may obtain any remedy provided by law or equity. For purposes of defining the meaning of "material default" the following examples are offered of what may constitute material default. However, the following list is not exclusive of other possible material defaults (e.g. - failure to provide required insurance).

1) The Lessee fails to substantially make use of the subject property for the purposes described in this Lease for a period of six months, per Subsection 6(B);

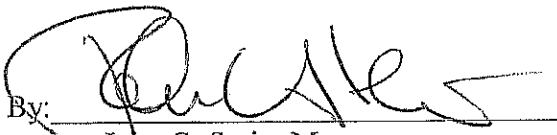
complete agreement entered into between the parties, integrating all prior discussions and understandings and discussions between them. Any amendment or modification hereof must be in writing, executed by both parties to this Agreement in order for such an amendment to be effective. Each party represents that they have had the full and complete opportunity to consult and receive assistance from legal counsel or other advisor(s) of their choice.

14. Rule of Contract Interpretation Not Applicable. Both parties of this Lease acknowledge their participation in the creation of the terms and drafting of this Lease Agreement. The rule of law that construes ambiguous terms in a contract against the draftsman of that contract shall not be applicable to the interpretation of this Agreement.

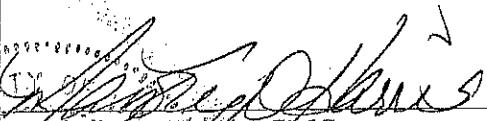
15. Notices. All notices, demands, or other writings related to this Lease may be sent, by either party, to the addresses noted in the introductory paragraph of this Lease.

DATED this 20 day of September, 1994.

CITY OF WASILLA

By:   
John C. Stein, Mayor

ATTEST:

  
Marjorie D. Harris, CMC  
City Clerk

CITY OF WASILLA/VPA LEASE - 25

DATED this 20th day of September, 1994.

VALLEY PERFORMING ARTS, INC.

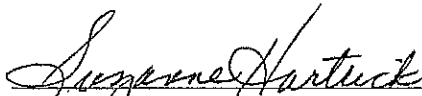


By: Grant Olson  
Its: President of of the Board of Directors

STATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 20th day of September, 1994, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn, personally appeared John C. Stein, known to me to be the Mayor of the City of Wasilla, who executed the within and foregoing Lease as Mayor of the City of Wasilla, and he acknowledged to me that he signed the same on behalf of the City of Wasilla, freely and voluntarily and by authority of its City Council for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.



Notary Public in and for Alaska  
My Commission Expires: 2-7-97

STATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 20th day of September, 1994, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn, personally appeared Grant Olson, known to me to be the individual described in and who executed the within and foregoing Lease as President of the Board of Directors of Valley Performing Arts, Inc. and he acknowledged to me that he signed the same as the President of the Board of Directors of Valley Performing Arts, Inc. in the name of and for and on behalf of said corporation, freely and voluntarily and by authority of its Board of Directors for the uses and purposes therein mentioned.

CITY OF WASILLA/VPA LEASE - 26

GIVEN UNDER MY HAND and official seal the day and year last above written.

*Suzanne Hartwick*

Notary Public in and for Alaska

My Commission Expires: 2-7-97

After Recordation Return To :

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

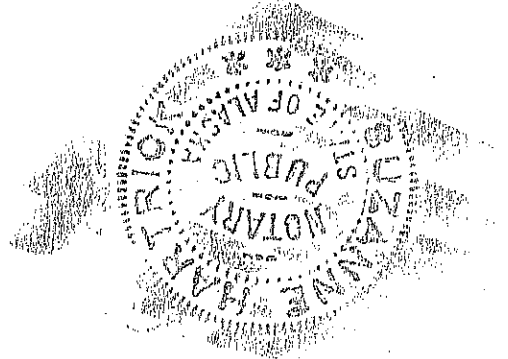


EXHIBIT "A" TO THE CITY/VPA LEASE

The purpose of this exhibit is to provide a summary description of the property that is the subject of this Lease as the property exists at the beginning of the lease term. This exhibit shall serve as a reference that the Lessor and Lessee shall use to determine the extent of improvements made by Lessee to the property during the term of the Lease. Lessee has those rights noted by Subsection 6(G)(7) of this Lease.

**The property contains the following as the lease term begins:**

- (1) A steel, garage type building measuring 80' by 30' and approximately 25' tall. The interior of the building is one open room. The floor is concrete, the ceiling and walls are covered with blown-in, foam-type insulation. The building has three large garage doors. The building contains one partial bathroom and a small wood-framed mezzanine accessible by a stairway.
- (2) A wooden framed storage shed approximately 25' by 16' attached to the back (north) side of the building in item (1).
- (3) A concrete pad approximately 25' by 26' adjacent to the shed in item (2).
- (4) A one story house approximately 24' by 42' approximately 30' to the west of the building in item (1). The house contains a kitchen, bathroom, living area, bedroom and full basement.
- (5) A chain link fence on the east, west, and north sides of the property.

**Besides this summary, this exhibit contains the following:**

- (1) A copy of the "AS BUILT LOT SURVEY" for the property dated April 23, 1990 and re-certified June 1, 1994.
- (2) A copy of AM Engineers, Inc's building inspection report dated July 8, 1994.
- (3) A copy of the appraisal of the property done by Don Tracy and Associates dated May 20, 1994.



PERMIT INFORMATION 2011									
DATE	PERMIT #	TYPE	SQ FTG	LEGAL	SUBD	NAME	STREET	STATUS/ ZONE	
ADMINISTRATIVE APPROVAL									
02/04/11	A11-01	DUPLEX	2,398	2253B02L005B	LAKESHORE RSB	MORAN, ANDREW	445 N WESTCOVE DR	RM	
01/20/11	A11-02	TENANT SPACE	900	1901 B01L005C	SNIDER #3 RSB	MCKENZIE, JERRY	181 W PARKS HWY	C	
02/04/11	A11-03	SIGN		4229B01L001A	WASILLA TWN	MARTIN, RANDALL	212 N BOUNDARY ST	C	
02/10/11	A11-04	COMM < 10,000 SQ FT	1,500	5797000L002A	IDITAPARCEL ADD I	WOOD, JIM	483 W PARKS HWY	C	
02/22/11	A11-05	GREENHOUSE	1,133	1524000L003	RAVENSWOOD DIV I	PETERSON, WES	503 RAVENSWOOD	RR	
02/25/11	A11-06	SFD	2,300	6791B01L066	PRIMROSE POINTE	FENDER, ANOTOLY	241 W RIVERDANCE CIR	RR	
PENDING	A11-07	COMM < 10,000 SQ FT		1066B01L07	WASILLA TWNST	ANDERSON, BRENDA	276 N BOUNDARY ST	C	
03/18/11	A11-08	COMM < 10,000 SQ FT	1,400	2186B02L005	GVCII DIV I	WILLIAMS, TINA	1501 E BOGARD RD	C	
03/30/11	A11-09	SHORT TERM RENTAL		4143000L006	SOUTHVIEW TERRACE	FICEK, LARRY & JACKIE	3001 E SOUTHWIEW	R2	
03/29/11	A11-10	SFD	1,164	1089B01L006	BUENA VISTA #2	TROY DAVIS HOMES	2041 W BAILEY AVE	RR	
03/29/11	A11-11	SFD	1,135	1089B01L007	BUENA VISTA #2	TROY DAVIS HOMES	2021 W BAILEY AVE	RR	
03/22/11	A11-12	TUP - STAGING AREA	14,552	6698B02L002B	YENLO SQUARE RSB	UNIT COMPANY STAGING	545 E SWANSON	C	
03/30/11	A11-13	TENANT SPACE	1,800	3224B03L001B	MTN VILLAGE	MYERS, CHUNG	991 S HERMAN RD	C	
03/29/11	A11-14	SFD	1,950	6791B01L065	PRIMROSE POINTE PH 1	PAULUS, IGOR	231 W RIVERDANCE CIR	RR	
04/01/11	A11-15	RETAIL/ COMM STORE	20,000	5797000L002A	IDITAPARCEL ADDN 1	AVANTI CORP	527 W PARKS HWY	C	
04/01/11	A11-16	IN HOME OCCUPATION		2377B03L003	SOUTHVIEW EXT	EKLE, JADE	3130 E DANNYS AVE	R-1	
04/08/11	A11-17	TOBACCO SHOP	1,400	2186B02L005	GVC II DIV I	STUBER, STEVE	1051 E BOGARD RD	C	
04/05/11	A11-18	SFD	2,150	1102B02L012	NORTHERN CAPITOL EST	VLADIMIR, BALETISKIY	851 N CHURCH RD	RR	
04/06/11	A11-19	COMM < 10,000 SQ FT	800	1010B01L006	CARTER SUB	DOLECHEK, BRITTANY	220 E PARK AVE	C	

04/06/11	A11-20	SFD	1,979	6791B01L067	PRIMROSE PTE PH 1	FENDIEN, VICTOR	251 W RIVERDANCE CIR	RR
04/08/11	A11-21	SIGN		2959000T00A1	WASILLA MALL RSB	GLACIER SIGN	585 E PARKS HWY	C
PENDING	A11-22	HOME OCC		9044000U019	LAKE VW EST CONDOS	GIEBEL, MICHAEL	401 S WASILLA ST	C
		TUP - STAGING AREA						
04/14/11	A11-23		20,000	2959000T00A2	WASILLA MALL RSB	CARRS	595 E PARKS HWY	C
04/27/11	A11-24	SFD	2,250	1037T02P003A	LAKESHORE 1963	HARRIS FAMILY LLC	1240 E WESTPOINT DR	RM
04/19/11	A11-25	SFD	2,050	5945B02L012	MEADOW RIDGE 2	HALL QUALITY HOMES	380 N PINE RIDGE LP	R-1
PENDING	A11-26	ADDITION	1,682	3250000L002	CENTRAL WASILLA	ANDERSON, TED	251 PARKS HWY	C
04/22/11	A11-27	SFD	2,100	6790B02L006	MISSION HLS N	SPINELL HOMES INC	1211 N JACK NICKLAUS	R-1
04/28/11	A11-28	SFD	2,108	5521000L001	HANSON TRAIL	MEYER, TIM & ANITA	1650 S BAY VIEW DR	RR
04/29/11	A11-29	HORSE		1190B04L011	ADVENTURE EST	ERDMANN, LINDA & ROG	865 W WILDER AVE	RR
		COMM <						
05/02/11	A11-30	10,000 SQ FT		5482B05L001A	WASILLA TWNST RSB	CARR, KATHLEEN	300 N WILLOW ST	C
05/02/11	A11-31	SIGN						C
		OUTDOOR RETAIL						
05/02/11	A11-32			17N01W12D007		FISHER, MARK	2800 E PARKS HWY	C
05/03/11	A11-33	SFD	2,000	6791B01L062	PRIMROSE PTE	PAULUS, IGOR	181 W RIVERDANCE CIR	RR
05/04/11	A11-34	GARAGE	576	1277B05L003	BAY VIEW GARDENS	FONOV, NIKOLAY	700 EDEN CT	RR
		TENANT SPACE						
05/11/11	A11-35			4936000L002	ROGERS ROOSTE	TOTTEN, STEVEN	2530 S KGB RD	RR
		TUP - MOBLIE GREEN HOUSE						
05/05/11	A11-36			2964B03L001A	WASILLA HTS	RITCHER, LOI	1201 W PARKS HWY	C
PENDING	A11-37			1116B03L014	OVERLOOK BUS PK	MAGNUM MOTORS	1960 E INDUSTRIAL DR	C
05/10/11	A11-38	CAR SALES		1901B01L005D	SNIDER #3 RSB	CRAIG, BRIDGETTE	201 W PARKS HWY	C
05/12/11	A11-39	SFD	2,512	2876B01L005	INHERITANCE	ROGNESS, JOSH & JODI	600 W SELINA LN	R-1
05/12/11	A11-40	SFD	2,350	6791B01L069	PRIMROSE PT	PAVLUS, DMITRIY	271 RIVERDANCE CIR	RR
05/09/11	A11-41	SFD	1,613	5868B03L010	SILVERLEAF EST	TURNER, MARK	2301 ASHFORD	RR
05/11/11	A11-42	CLEARING		6830B01L008A	MEADOWS ADD 1	MESICK, GARY	1350 W SPRUCE AVE	RR
05/12/11	A11-43	TUP		5318000L001A	LAKEWOOD BUS PK	CARQUEST AUTO PARTS	790 E SWANSON AVE	C
05/16/11	A11-44	SHED	192	1104B04L034	WASILLA EST	JONES, LEAH	654 W HOLIDAY DR	RR
05/16/11	A11-45	SFD	2,002	6790B02L003	MISSION HLS N	SPINELL HOMES INC	1205 JACK NICKLAUS	R-1
05/16/11	A11-46	DUPLEX	2,650	1125000L029	ASPEN HTS ADDN 1	FONOV, DMITRI	1801 N CHURCH	RR
		COMM <						
05/18/11	A11-47	10,000 SQ FT	560	5912000L019	WASILLA AIRPORT	TRANS NORTHERN LLC	101 BEACON	I
					WASILLA JR & HIGH SCHOOL	MSB/SCHOOL	701 E BOGARD RD	C
05/16/11	A11-48	SIGN		2095000T00A-1				
05/26/11	A11-49	DUPLEX	3,500	5510000L001	HAND SUB	KAHLSTROM, HEATH	1550 S BAY VIEW DR	RR

05/31/11	A11-50	COMM < 10,000 SQ FT	630	1032B13L009	KENNDY ADD WASILLA	BORDAK, NATALYA	490 E RAILROAD AVE	C
05/31/11	A11-51	SFD	1,845	6791B01L064	PRIMROSE POINTE PH 1 AK INDUSTRIAL HARDWARE COMMONS	OBUKHOUSKRY, YEUGENIY	221 W RIVERDANCE CIR	RR
06/02/11	A11-52	TEMP UP		6940000L001 1010B02L008, L009, L010	CARTER SUB	JOHANSEN, BILL	801 W COMMERCIAL DR	C
07/18/11	A11-53	SUBD		5797000L002A	IDITA PARCEL ADD 1	TRESHAM, RONALD	190 E PARK AVE	C
06/13/11	A11-54	SIGN		6791B01L061	PRIMROSE POINTE PH 1	AVANT INC	503 W PARKS HWY	C
06/13/11	A11-55	SFD	1,350	2542000L003	PLEASANT VIEW	WILKEN, KURT SUMMERS, AARON & ANGELA	161 W RIVERDANCE CIR 1470 N WASILLA FISHHOOK	RR RM
06/21/11	A11-56	MULTI FAM (4 PLEX) COMM <	4,500	17N01W18D006		BROWN, DAVID & LISA	2181 S SMACK DR	RR
07/07/11	A11-57	10,000 SQ FT		2705000L014A-1	SNIDER #4 RSB	NANEZ, LUCIA	705 W PARKS HWY	C
06/23/11	A11-58	TEMP UP		5945B01L002	MEADOW RIDGE PH 2	HALL QUALITY HOMES	762 N PINE RIDGE LP	R-1
06/30/11	A11-59	SFD	1,781	5945B03L017	MEADOW RIDGE PH 2	HALL QUALITY HOMES	415 N PINE RIDGE LP	R-1
06/30/11	A11-60	SFD	1,930	2187B02L001A	N COUNTRY EST	MILLER, JAMES	2081 SWATHMORE AVE	R-1
06/30/11	A11-61	GARAGE	1,024	3099B01L002	COTTONWOOD PK	OLYMPIC, FLYNN	1560 E FINANCIAL DR	C
06/23/11	A11-62	SIGN		5568B02L018A	PARKS MANOR RSB	MCCARROLL ALAN	320 E DANNA WAY	C
06/23/11	A11-63	TENANT SPACE		4359000L004A	LAKE LUCILLE LDG	SGB HOLDING LLC	1300 LAKE LUCILLE DR	C
07/05/11	A11-64	COMM < 10,000 SQ FT	700	5930B02L010A	KENNEDY ADDN	PALMQUIST, ELLA	545 S BOUNDARY	C
07/07/11	A11-65	AUCTION		2377B01L007	SOUTHVIEW EXT	GOODMAN, JULIAN	2900 E BROADVIEW	RR
07/11/11	A11-66	HORSE		1190B01L030	ADVENTURE EST	DROBENKO INVEST	437 W HERITAGE DR	R-1
07/22/11	A11-67	SFD	2,450	1032B01L003	KENNEDY ADDN	MITH, MIKE & EMMA	530 S DENALI ST	C
07/26/11	A11-68	COMM < 10,000 SQ FT	960	6791B01L073	PRIMROSE PNTE	PAULUS, IGOR	240 W RIVERDANCE CIR	RR
07/26/11	A11-69	SFD	1,800	2884B02L005 & L006	BRIDGESTONE SNIDER	MOLLOY, ROB & SANDRA PARTRIDGE, JAMES	1370 IVY CIR 824 W SELINA LANE	R-1 R-1
PENDING	A11-70	SUBD		2858B04L006	TALLERICO	FELTZ, DANIEL & LISA	1840 S ITASCA CIR	R-1
08/02/11	A11-71	ADDITION PORTABLE CAR SHELTER	873	4171B01L016A				
08/02/11	A11-72	SHELFER	260	1032B13L009	KENNEDY ADD WSLLA	BURKE, KEVIN	490 E RAILROAD AVE	C
PENDING	A11-73	COMM < 10,000 SQ FT	700	1038B03L005	LAKE VIEW	MOOR, ALLEN	451 W LAKEVIEW AVE	R-1
PENDING	A11-74	SFD	2,000	6791B1L072	PRIMROSE PTE PH I	MIKITIN, PETR	250 W RIVERDANCE CIR	RR
PENDING	A11-75	SFD	2,700	1089B03L006	BUENA VISTA ADD#2	TROY DAVIS HOMES	1167 S CORKEY ST	RR
PENDING	A11-76	SFD	1,000					

PENDING	A11-77	SFD	1,104	1089B03L004	BUENA VISTA ADD#2	TROY DAVIS HOMES	1123 S CORKEY ST	RR
PENDING	A11-78	SFD	1,160	1089B03L005	BUENA VISTA ADD#2	TROY DAVIS HOMES	1145 S CORKEY ST	RR
PENDING	A11-79	SFD	1,000	1089B03L003	BUENA VISTA ADD#2	TROY DAVIS HOMES	1101 S CORKEY ST	RR
PENDING	A11-80	SFD	1,135	1089B03L007	BUENA VISTA ADD#2	TROY DAVIS HOMES	1191 S CORKEY ST	RR
08/16/11	A11-81	COMM > 10,000 SQ ST	30,000	3250000L001 - L003	CENTRAL WASILLA	ANDERSON, TED	251 W PARKS HWY	C
<b>USE PERMITS</b>								
05/12/11	U11-01	ADULT DAY CARE		1190B01L015	ADVENTURE EST	ADAMS, WARREN	1632 N LUCILLE ST	R-2
04/25/11	U11-02	COMM< 10,000 SQ ST		9108000U002	WASILLA CENTER	FULLER, BRENDA	609 S KGB RD	C
04/25/11	U11-03	DAY CARE		2284B04L014B	TERRACE MANOR	THOMPSON, KIRA	1200 N CLINTON CIR	R-1
PENDING	U11-04	OFFICE/RESI		17N01W10C003		FAMILY PROMISE INC	690 S KGB RD	C
<b>CONDITIONAL USE PERMITS</b>								
03/22/11	CU11-01	COMM> 10,000 SQ FT	85,301	5970000T004 & 5970B01L001	ROCK CNETER PH I	SOUTHCENTRAL FOUNDATION	1001 KNIK-GOOSE BAY	C
<b>PLANNED UNIT DEVELOPMENT (PUD)</b>								
<b>REZONE</b>								
02/08/11	R11-01	REZONE		2542000L003 17N01W07A004 PTN		SUMMERS, AARON & ANGELA	1470 N WASILLA- FISHHOOK RD	RR
PENDING	R11-02	REZONE		17N01W08B004 PTN		LUNDGREN, GARY	401 N CHURCH RD	RR
6/27/11 FAILED	R11-03	REZONE		4936000L002 17N01W19A009 17N01W20B004		OLYMPIC INVESTEMENT	2450 S KGB	RR
06/27/11	R11-04	REZONE		17N01W10A014, A015, A016, A017, 17N01W10D010		ELLIS, TERRY	900 950 1050 1150 E HORVATH DR & 1191 E PW HWY	RR
<b>LEGAL NON-CONFORMING USE</b>								

SHORELINE SETBACK									
VARIANCE									
03/22/11	V11-01	SETBACK & PERIMETER LANDSCAPING		4956000T00A3	OLSON SUB 199 ADD	BLUE ROCK ASSETS LLC	1491 E PARKS HWY		C
AMNESTY									



# Code Compliance Log July 2011



DATE	COMPL. DISP. SELF	NAME/ADDRESS	INF. CON.	LTR. ISS?	CASE STATUS	NOTES
7/5/2011	D	Snowbird & Hygrade	Y	N	ATV violations x3	11-44526 verbal warnings x3
7/5/2011	C	Riley Ave	Y	N	Report of land use violation	11-44533 refer to planner
7/5/2011	D	1001 Northstar	Y	N	RAL dog	11-44543 citation W 043954
7/5/2011	S	Nunley Park	Y	N	Agency Assist	11-44552
7/5/2011	D	Wasilla Lake Park	N	N	Found property	11-44557
7/5/2011	D	Target	Y	N	Report of HCP violation	11-44580 unfounded
7/5/2011	PAT	Parks & Lucille	N	N	Suspicious person (Brooke Glanz)	11-44584
7/5/2011	C	Parks & Frontage	Y	N	Suspicious person (Brooke Glanz)	11-44592
7/5/2011	S	Nelson & Robin	Y	N	ATV violations x2	11-44600 verbal warnings x2
7/5/2011	S	Lake Lucille Park	N	N	Facility & security check	11-44605
7/6/2011	D	1459 Centerpoint	Y	N	Public assist	11-44688
7/6/2011	CRT	Palmer Court	Y	N	Traffic court	
7/6/2011	FUP	2900 Broadview	Y	N	Follow up	11-36748
7/6/2011	D	Fred Meyer	N	N	Dog welfare check	11-44770
7/6/2011	D	1150 Glenwood	Y	N	RAL dog	11-44809 citation W 043955
7/6/2011	D	Lake Lucille Park	N	N	ATV violation	11-44818 unable to locate
7/7/2011	C	Wasilla Lake Park	Y	N	Park rules violation - horse poop	11-44948 verbal warning x2
7/7/2011	D	Knik & Nelson	N	N	Suspicious person (Brooke Glanz)	11-44995
7/7/2011	FUP	Fred Meyer	N	N	Dog welfare check	11-44770
7/7/2011	D	Fred Meyer	N	N	Suspicious person (Brooke Glanz)	11-45028
7/7/2011	C	590 S Denali St.	N	N	Dog welfare check	11-45046 unfounded
7/11/2011	C	1545 Morrie Cir.	Y	N	Land use violation- horses	11-46147
7/11/2011	C	1001 Snowhill	Y	N	Rooster annoyance	11-46155
7/11/2011	D	Mug Shot	N	N	Animal welfare check	11-46170
7/11/2011	D	181 Forest Ave.	Y	N	RAL dog	11-46182 impound
7/11/2011	FUP	1201 Cache	Y	N	Site inspection	11-46225
7/11/2011	FUP	Wonderland Park	N	N	Abandoned vehicle	11-45461 red tag
7/11/2011	S	Parks Highway Tunnel	N	N	Facility & security check	11-46237
7/12/2011	FUP	1201 Cache	Y	N	Site inspection	11-46225
7/12/2011	C	Winter & Pinehurst	N	N	DOA cat in road	11-46364 disposal
7/12/2011	S	Oreilly Auto Parts	Y	N	HCP parking violation	11-46381 citation W 043957
7/12/2011	D	501 Lucus	Y	N	RAL dog	11-46398 impound



# Code Compliance Log July 2011



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7/12/2011	D	1001 Wilder	Y	N	Barking dog complaint	11-46445 verbal warning
7/13/2011	FUP	Wonderland Park	N	N	Abandoned vehicle	11-45461 impound
7/13/2011	FUP	901 Pinehurst	Y	N	Feral cats	11-46364 provide trap
7/13/2011	S	Lake Lucille Park	N	N	Facility & security check	11-46668
7/14/2011	S	MUSC	N	N	Facility & security check	11-46773
7/14/2011	S	Skate Park	Y	N	Park rules violation - alcohol	11-46781 citations W 043965, W 043966
7/14/2011	D	Wasilla Lake Park	Y	N	Welfare check- intoxicated male	11-46794
7/14/2011	D	2220 Success	Y	N	Horse welfare check	11-46806
7/14/2011	FUP	901 Pinehurst	Y	N	Feral cats	11-46364 impound
7/18/2011	S	Nelson & Graybark	Y	N	ATV violation	11-48010 verbal warning
7/18/2011	D	3432 Naomi	Y	N	Lost dog	11-48006
7/18/2011	C	160 E Swanson	N	N	Report of use violation/trash	11-48030 unfounded
7/18/2011	S	Skate Park	Y	N	ATV violation	11-48036 verbal warning
7/18/2011	FUP	1040 Tom Watson	Y	N	Feral rabbits	11-47921
7/18/2011	S	Lake Lucille Park	N	N	Facility & security check	11-48062
7/19/2011	FUP	901 Pinehurst	Y	N	Feral cats	11-46364 impound
7/19/2011	PAT	300 Crestwood	N	N	Assist patrol with suicide scene	11-48235
7/19/2011	S	Lake Lucille Park	N	N	Facility & security check	11-48258
7/19/2011	D	2260 Melanie	Y	N	RAL dog	11-48265 return to owner
7/20/2011	C	Pet Zoo	Y	N	Turtle welfare check	11-48386 unfounded
7/20/2011	PAT	Indian Hills	Y	N	ATV vs dog	11-48396 verbal warnings x2
7/20/2011	S	Lake Lucille Park	N	N	Facility & security check	11-48487
7/21/2011	C	Wasilla Lake Park	Y	N	Park rules violation- vehicles in park	11-48595 verbal warning
7/21/2011	PAT	Krazy Moose	Y	N	Suspicious persons/curfew	11-48732
7/25/2011	D	401 Wasilla St.	N	N	Abandoned vehicle	11-49734 unfounded
7/25/2011	S	Lake Lucille Park	N	N	Facility & security check	11-49781
7/25/2011	S	Lake Lucille Park	N	N	Facility & security check	11-49810
7/26/2011	S	Wonderland Park	Y	N	ATV violation	11-49977 citation W 043929
7/26/2011	S	Wonderland Park	Y	N	ATV violation	11-49977 verbal warning
7/26/2011	C	Wonderland Park	Y	N	Malicious mischief	11-49988 verbal warning
7/26/2011	S	Target	N	N	ATV violation	11-50003 unable to locate



# Code Compliance Log July 2011



DATE	COMPL. DISP. SELF	NAME/ADDRESS	INF. CON.	LTR. ISS?	CASE STATUS	NOTES
7/26/2011	PAT	Nelson & Lucille	Y	N	Assist patrol with suspicious vehicle	11-50008
7/26/2011	S	Swanson & Willow	Y	N	ATV violation	11-50016 verbal warnings x2
7/26/2011	S	Lake Lucille Park	N	N	Facility & security check	11-50032
7/27/2011	D	190 Flag Cir	Y	N	Feral cats	11-50147
7/27/2011	D	725 Wasair	Y	N	Animal theft	11-50149
7/27/2011	D	Swanson & Boundary	N	N	Traffic hazard	11-50183 unfounded
7/27/2011	FUP	Bumpus	N	N	Abandoned vehicle	11-50201
7/27/2011	C	Bumpus	N	N	Illegal dumping	11-50250
7/28/2011	FUP	Bumpus	N	N	Abandoned vehicle	11-50201
7/28/2011	S	PWH & Glenwood	Y	N	Motorist assist	11-50406
7/28/2011	FUP	2431 Kates	Y	N	Abandoned vehicle	11-50201
7/28/2011	FUP	Bumpus	N	N	Illegal dumping	11-50250 citations W 043930 W 043931
7/28/2011	S	Bumpus	Y	N	Vending license check	11-50431
7/28/2011	PAT	1201 Cache	Y	N	Medic assist	11-50444
7/28/2011	FUP	901 Lucus	Y	N	Abandoned vehicle	11-50201
7/28/2011	PAT	Parks & PWH	N	N	Suspicious circumstance	11-50457 unfounded
7/28/2011	C	2900 Broadview	Y	N	Cat bite	11-50463
7/28/2011	FUP	725 Wasair	Y	N	Follow up	11-50149 unfounded