

MAYOR

**CITY PLANNER** 

Verne E. Rupright

Tina Crawford

### WASILLA PLANNING COMMISSION

Claudia Pinard. Seat A Daniel Kelly Jr., Seat B Jessica Dean, Seat C Loren Means III, Seat D Glenda Ledford, Seat E

### 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

6 P.M.

**JULY 8, 2014** 

- I. CALL TO ORDER
- II. ROLL CALL
- PLEDGE OF ALLEGIANCE III.
- IV. APPROVAL OF AGENDA
- ٧. REPORTS
  - City Deputy Administrator Α.
  - City Public Works Director B.
  - C. City Attorney
  - D. City Planner
- VI. PUBLIC PARTICIPATION (five minutes per person, for items not scheduled for public hearing)
- **CONSENT AGENDA** VII.
  - Minutes of June 10, 2014 regular meeting
- VIII. NEW BUSINESS (five minutes per person)
  - **PUBLIC HEARINGS** Α.
    - 1. Resolution Serial No. 14-18: Recommending that the Wasilla City Council amend the 1999 Trails Plan, the 2011 Parks and Trails Master Plan, and Chapter 10.12, Off-Road Vehicles, in the Wasilla Municipal Code to prohibit off-road vehicle uses on any trails or public rights-ofway within the Wasilla city limits.
      - a. City Staff/Applicant
      - Private person supporting or opposing the proposal b.
      - City Staff/Applicant rebuttal C.

City of Wasilla July 8, 2014 Regular Planning Commission Meeting Agenda Page 1 of 2

- 2. **Resolution Serial No. 14-19:** Recommending approval of a 20-year lease of Lot 14, New Wasilla Airport to construct a 6,000 square feet hangar building; generally located south of the Parks Highway off of Aviation Avenue.
  - a. City Staff/Applicant
  - b. Private person supporting or opposing the proposal
  - c. City Staff/Applicant rebuttal
- IX. UNFINISHED BUSINESS
- X. COMMUNICATIONS
  - A. Permit Information
  - B. Enforcement Log
- XI. AUDIENCE COMMENTS
- XII. STAFF COMMENTS
- XIII. COMMISSION COMMENTS
- XIV. ADJOURNMENT

### **REGULAR MEETING**

### I. CALL TO ORDER

The regular meeting of the Wasilla Planning Commission was called to order at 6:00 PM on Tuesday, June 10, 2014, in Council Chambers of City Hall, Wasilla, Alaska by Glenda Ledford, Chairman.

### II. ROLL CALL

Commissioners present and establishing a quorum were:

Daniel Kelly Jr., Seat B Jessica Dean, Seat C Loren Means, Seat D (via teleconference) Glenda Ledford, Seat E

Commissioners absent and excused are:

Claudia Pinard, Seat A

Staff in attendance were:

Mr. Archie Giddings, Public Works Director

Mr. Richard Payne, City Attorney

Ms. Tina Crawford, City Planner

Ms. Tahirih Revet, Planning Clerk

### III. PLEDGE OF ALLEGIANCE

A. Commissioner Kelly led the Pledge of Allegiance.

A moment of silence was observed in memory of previous Planning Commissioner Steven DeHart.

### IV. APPROVAL OF AGENDA

GENERAL CONSENT: The agenda was approved as presented.

### V. REPORTS

A. City Deputy Administrator

No report given.

### B. City Public Works Director

Mr. Giddings stated that the Parks and Recreation Commission will be discussing the use of ATVs in the City and then it will be brought to the Planning Commission for input.

1 of 34

### C. City Attorney

No report given.

D. City Planner No report given.

**VI. PUBLIC PARTICIPATION** (three minutes per person for items not on agenda) No one stepped forward to make a comment.

### VII. CONSENT AGENDA

A. Minutes of May 13, 2014, regular meeting

GENERAL CONSENT: Minutes were approved as presented.

### **VIII. NEW BUSINESS** (five minutes per person)

A. PUBLIC HEARINGS

1. Item: **Conditional Use Permit #14-05** (Reso. #14-14)

Request: Approval to build an 11,940 square foot office/warehouse building.

Applicant: Troy Davis Homes

Owner: Kurt & Jeannette Newcomb

Total Area: 0.92 acres±

Location: 1171 S. Knik-Goose Bay Road

Lot 2, Fern Plaza Subdivision

Zoning: Commercial

### a. City Staff

Ms. Crawford provided a brief summary of the applicant's request and the staff report and findings. She requested that the Planning Commission add one additional condition regarding a revised landscape plan and stated that a draft motion had been provided to them.

### b. Applicant

Mr. Kourosh Partow, representative from Troy Davis Homes, provided a statement on the request to construct a new office/warehouse building.

c. Private person supporting or opposing the proposal Chair Ledford opened the public hearing for Item 1.

With no comments, Chair Ledford closed the public hearing.

### d. Applicant

No additional comments.

MOTION:

Commissioner Kelly moved to approve Conditional Use Permit #14-05 with the findings of facts and conditions of approval contained in Resolution Serial No. 14-14 with one additional condition that requires that a revised landscape plan must be submitted to the City Planner prior to construction that contains the required landscape elements (e.g. shrubs, flowers, mulch, boulders, and fences) as required in WMC 14.24.0404(D)(4)(b).

Discussion moved to the Commission.

VOTE: The motion to approve Conditional Use Permit #14-05 with the findings of

facts and conditions of approval contained in Resolution Serial No. 14-14

with one additional condition, passed unanimously.

2. Item: **Conditional Use Permit #14-06** (Reso. #14-15)

Request: Approval to build a 60,000 square foot fun center, which contains

an indoor race track, laser tag, bumper cars, game room, and other

amenities.

Applicant: LaQuita Chmielowski, Enterprise Engineering, Inc.

Owner: John Schweiger Total Area: 5.15 acres±

Location: 1450 S. Seward Meridian Parkway

Lot A8, Township 17N, Range 1W, Section 13

Zoning: Commercial

3. Item: **Variance #14-04** (Reso. #14-16)

Request: Approval of a 25 foot variance to the minimum 25 foot front yard

setback to allow a zero setback along South Seward Meridian

Parkway.

Applicant: LaQuita Chmielowski, Enterprise Engineering, Inc.

Owner: John Schweiger Total Area: 5.15 acres±

Location: 1450 S. Seward Meridian Parkway

Lot A8, Township 17N, Range 1W, Section 13

Zoning: Commercial

4. Item: **Conditional Use Permit #14-07** (Reso. #14-17)

Request: Approval to build a 10,136 square foot addition (three theaters

containing 409 seats) to an existing 36,350 square foot movie

theater (12 theaters containing 1,450 seats.)

Applicant: LaQuita Chmielowski, Enterprise Engineering, Inc.

Owner: John Schweiger Total Area: 7.67 acres±

Location: 3331 E. Old Matanuska Road

Lot A9, Township 17N, Range 1W, Section 13

Zoning: Commercial

### a. City Staff

Ms. Crawford provided a brief summary of the applicant's request and the staff report and findings for Agenda Items 2, 3 and 4. She requested that the Planning Commission add one additional condition to Conditional Use Permit #14-06 regarding the trees along the northern side of the building and she stated that a draft motion had been provided to them.

### Discussion moved to the Commission.

### b. Applicant

Mr. John Schweiger provided an overview of the proposed construction of the new fun center and movie theater addition.

Mr. Patrick Tiland, architect for John Schweiger, provided information about the proposed development.

c. Private person supporting or opposing the proposal Chair Ledford opened the public hearing for all three agenda items.

Mr. Robert Patraw, a nearby property owner, stated his opposition to the development of the fun center due to noise concerns.

Mr. Clark Buswell stated that he is on the City Council but is only speaking as a private citizen, and is in favor of the development.

Ms. Cheryl Metiva stated she believes the type of building construction will contain the noises within the fun center and is in favor of the development.

Ms. Sheri Patraw expressed concerns about land clearing and outdoor activities and is not in favor of the development of the fun center.

Mr. David Wilson stated his concerns about traffic, garbage, and criminal activity.

Mr. Marty Metiva stated that he is in favor of the development.

Mr. Eric Moore, Valley Cinemas General Manager, stated that they work with the customers and police regarding vehicle break-ins and disturbances.

Ms. Lyn Carden, CEO of Wasilla Chamber of Commerce, stated that she is in favor of the development.

Mr. Patraw stated his concerns about the distance between his home and the proposed fun center.

(The regular meeting recessed at 7:19 PM to allow the clerk to reconnect with Commissioner Means via teleconference. The meeting reconvened at 7:24 PM)

Mr. Wilson reiterated that the trash concern was during the development of the movie theater and that he is in favor of the proposal as long as the issues would be addressed.

With no other comments, Chair Ledford closed the public hearing.

### d. Applicant

Mr. Schweiger addressed the concerns regarding the noise issues and trash during the development of the movie theater.

4 of 34

Discussion moved to the Commission.

Mr. Tyland stated that he believes the addition to the movie theater will be a benefit to everyone and the entry of the fun center will face the movie theater. He believes that they have done everything they can to address the acoustics concerns.

MOTION: Commissioner Dean moved to approve Variance #14-04 (Resolution Serial No. 14-16), as presented.

VOTE: The motion to approve Variance #14-04 (Resolution Serial No. 14-16) as presented, passed unanimously.

MOTION: Commissioner Dean moved to approve Conditional Use Permit #14-06 with the findings of facts and conditions of approval contained in Resolution Serial No. 14-15 with one additional condition that requires that a revised landscape plan must be submitted to the City Planner prior to construction that shows clustering of the trees proposed along the north side of the fun center. These clustered trees must contain evergreen trees and must be located in an area that visually breaks up the northern elevation of the building that does not contain signage, windows, or the decorative starburst.

VOTE: The motion to approve Conditional Use Permit #14-06 with the findings of facts and conditions of approval contained in Resolution Serial No. 14-15 with one additional condition, passed unanimously.

MOTION: Commissioner Dean moved to approve Conditional Use Permit #14-07 with the findings of facts and conditions of approval contained in Resolution Serial No. 14-17, as presented.

VOTE: The motion to approve Conditional Use Permit #14-07 with the findings of facts and conditions of approval contained in Resolution Serial No. 14-17, as presented, passed unanimously.

### B. Committee of the Whole

MOTION: Commissioner Kelly moved to enter into the Committee of Whole at 7:38 PM, to discuss the following item:

1. Review of Comprehensive Plan Chapter 7, Economic Vitality.

MOTION: Commissioner Dean moved to exit the Committee of the Whole at 7:47PM.

### IX. UNFINISHED BUSINESS

No unfinished business.

### X. COMMUNICATIONS

No statements made regarding the following items.

- A. Permit Information
- B. Enforcement Log

### **XI. AUDIENCE COMMENTS** (three minutes per person)

Mr. Schweiger thanked the Commission for their time and effort.

### XII. STAFF COMMENTS

No comments.

### XIII. COMMISSION COMMENTS

Commissioner Kelly stated he appreciated how the meeting was run tonight and asked if Mr. Schweiger would show more family oriented movies.

Commissioner Means stated that he appreciates Mr. Schweiger looking at developing in the City and how he plans to develop the fun center.

Commissioner Dean stated she is in support of the development of the fun center and how the Commission is required to take into consideration of the WMC and Comprehensive Plan when making decisions on commercial development.

Chair Ledford stated that she is looking forward to the development of the fun center.

### XIV. ADJOURNMENT

The regular meeting adjourned at 8:02 PM.

ATTECT	GLENDA LEDFORD, Chairman	Date
ATTEST:		
TAHIRIH REVET, Planning Clerk		
Adopted by the Wasilla Planning Comr	mission -, 2014.	

By:

Public Works

Public Hearing: Adopted:

07/08/14

WASILLA PLANNING COMMISSION

**RESOLUTION SERIAL NO. 14-18** 

A RESOLUTION OF THE WASILLA PLANNING COMMISSION RECOMMENDING

THAT THE WASILLA CITY COUNCIL AMEND THE 1999 TRAILS PLAN, THE 2011 PARKS AND TRAILS MASTER PLAN, AND THE WASILLA MUNICIPAL CODE TO

PROHIBIT OFF-ROAD VEHICLE USES ON ANY TRAILS OR PUBLIC RIGHTS-OF-

WAY WITHIN THE WASILLA CITY LIMITS.

WHEREAS, the 1999 Trails Plan was adopted by the City with the goal of having

both motorized and non-motorized uses allowed within the City's trail system; and

WHEREAS, motorized uses were designated in 1999 Trails Plan within specific

corridors such as along Lucille Street, Knik-Goose Bay Road and the Parks Highway

with restricted use in the remainder of the City; and

WHEREAS, 15 years after the 1999 Trails Plan was adopted, motorized uses

have become a safety hazard throughout the City to both vehicles and pedestrians;

using a significant amount of resources from the Police Department to maintain

enforcement and a safe environment; and

WHEREAS, the designated corridors, such as Lucille Street, Knik Goose-Bay

Road and the Parks Highway, are heavy congested with traffic and development of

commercial and residential properties continue to grow along these corridors.

NOW, THEREFORE BE IT RESOLVED, the Wasilla Planning Commission

hereby recommends that the City Council amend the 1999 Trails Plan, the 2011 Parks

and Trails Master Plan, and the Wasilla Municipal Code to prohibit off-road vehicle use

on any trails or public rights-of-way within the Wasilla city limits.

City of Wasilla Page 1 of 2 Resolution Serial No. 14-18

# APPROVED: Glenda Ledford, Chair Date ATTEST:

ADOPTED by the Wasilla Planning Commission on -, 2014.

Tina Crawford, AICP, City Planner

Ву:

Public Works 07/08/14

Public Hearing: Adopted:

BABAICOIONI

WASILLA PLANNING COMMISSION RESOLUTION SERIAL NO. 14-19

A RESOLUTION OF THE WASILLA PLANNING COMMISSION RECOMMENDING APPROVAL OF A 20-YEAR LEASE OF LOT 14, NEW WASILLA AIRPORT TO CONSTRUCT A 6,000 SQUARE FEET HANGAR BUILDING; GENERALLY LOCATED SOUTH OF THE PARKS HIGHWAY OFF OF AVIATION AVENUE.

WHEREAS, on May 2, 2014, the applicant entered into 10-year lease for Lot 14, New Wasilla Airport to construct a private 6,000 square feet hangar; and

WHEREAS, First National Bank is requiring a minimum lease term of 20 years to fund construction of the proposed hangar on lease Lot 14; and

WHEREAS, the Airport Master Plan supports the development of private hangars of this type at the Wasilla Airport; and

WHEREAS, WMC 5.32.120 requires review and recommendation from the Wasilla Planning Commission and approval from the Wasilla City Council of the airport leases when requesting the term of the lease is longer than a ten-year period.

NOW, THEREFORE BE IT RESOLVED, the Wasilla City Planning Commission recommends approval of the lease for Lot 14, New Wasilla Airport for a 20 year term.

ADDDOVED:

ADOPTED by the Wasilla Planning Commission on -, 2014.

	AFFROVED.	
ATTEST:	Glenda Ledford, Chairman	
Tina Crawford, AICP, City Planner		

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June 2, 2014

Archie Giddings, Public Works Director City of Wasilla 290 E. Herning Avenue Wasilla, AK 99654

Re:

Jeff Burwell

Wasilla Municipal Airport Lease Lot 14

Dear Mr. Giddings:

Jeff Burwell has requested funding from First National Bank Alaska for the purpose of constructing a Hangar on Lot 14 of Wasilla Municipal Airport. FNBA guidelines suggest that for Leasehold properties we need to have a lease term of twice the term of our loan. We are considering a 10 year loan term, therefore would require the lease to have a minimum 20 year term.

Please feel free to contact me if you have any questions.

Sincerely,

Chris W. Longacre
Assistant Vice President

NMLS# 685947

907-352-5936

clongacre@FNBAlaska.com





## CITY OF WASILLA

• Public Works Department •

May 2, 2014

Jeffery and Carol Burwell 3836 E. Country Fields Circle Wasilla, AK 99654

RE: Lease Agreement for Wasilla Municipal Airport Lease Lot 14

Dear Mr. and Mrs. Burwell:

Vander D. Connelly

Enclosed is the fully executed Lease Agreement for lease lot 14. If you have any questions, please feel free to contact Archie Giddings, Public Works Director at 373-9018.

Sincerely,

Śandra D. Connolly Public Works Clerk LEASE of Lot 14 City of Wasilla And Jeffery and Carol Burwell

### **TABLE OF CONTENTS**

ARTICLE I		1
PREM	ISES, TERMS,	AND RENTALS1
	Section 1.1 Section 1.2 Section 1.3 Section 1.4	Premises       1         Term       1         Rent       1         Rent Adjustment       1
ARTICLE II	•••••	2
USE		2
	Section 2.1 Section 2.2 Section 2.3 Section 2.4 Section 2.5 Section 2.6 Section 2.7 Section 2.8 Section 2.9 Section 2.10 Section 2.11 Section 2.12 Section 2.13	Airport Purposes       2         Prohibited Uses       2         Hazardous Materials       2         Subordination of Lease to Requirements of the         Federal Aviation Agency       2         Aircraft on Premises       3         Discriminatory Acts Prohibited       3         Maintenance of Premises       3         Signs       3         Improvements and Alterations       3         General Construction Requirements       4         Tenant's Right to Terminate       5         Lessor's Improvements       5         Aviation Easement       5
ARTICLE III	,,.,,	6
TAXE	S, INDEMNIFIC	CATION AND INSURANCE6
	Section 3.1 Section 3.2 Section 3.3	Taxes, Assessments and Utilities
ARTICLE IV		7
ASSIC	SNMENT AND	SECURITY INTERESTS7
	Section 4.1 Section 4.2	Assignment or Subleasing

ARTICLE V			
DEFAUL	T AND ENFO	DRCEMENT	8
S	ection 5.1	Default Defined	8
S	ection 5.2	Lessor Remedies on Default	8
S	ection 5.3	Termination	8
S	ection 5.4	Reentry	
S	ection 5.5	Lessor's Right to Perform	
S	ection 5.6	Damages	9
S	ection 5.7	Right of Access	
S	ection 5.8	Lessor's Failure to Enforce and Nonwaiver	10
ARTICLE VI			10
GENERA	AL COVENAN	NTS	10
s	ection 6.1	Condition and Status of Premises	10
S	ection 6.2	Risk of Loss	10
S	ection 6.3	Repair or Rebuilding	
S	ection 6.4	Condemnation	
S	ection 6.5	Surrender of Premises	11
S	ection 6.6	Reversion and Removal of Buildings and Improvements	11
S	ection 6.7	Holdover	11
S	ection 6.8	Right-of-Way Easement	12
S	ection 6.9	Notices	12
S	ection 6.10	Rights or Remedies	12
_	ection 6.11	Successors in Interest	
	ection 6.12	Applicable Law and Forum	
	ection 6.13	Recordation of Lease	
S	ection 6.14	Severability	
9	action 6 15	Entire Agreement	12

This LEASE is between the CITY OF WASILLA, an Alaskan municipal corporation hereinafter referred to as the "Lessor", and Jeffery and Carol Burwell, individuals, hereinafter referred to as the "Tenant".

The parties hereby agree as follow:

### ARTICLE 1

### PREMISES, TERMS AND RENTALS

### Section 1.1 Premises

Lessor leases to tenant, and tenant leases from lessor, the following described real property (hereinafter "the Property"):

Lease Lot 14, New Wasilla Airport Lease Lots, Palmer Recording District, Third Judicial District, State of Alaska, as shown on Exhibit A to the Lease containing 20,877 square feet.

### Section 1.2 Term

The term of this lease shall be for a period of ten (10) years, commencing on the 1st day of May 2014 (the Commencement Date), and expiring on the 30th day of April 2024, unless sooner terminated as provided in this lease. The tenant may renew lease at their option if the tenant is not in default of the previous lease.

### Section 1.3 Rent

- (a) Tenant shall initially pay to the Lessor the amount of, One Hundred Four Dollars and Thirty Nine Cents (\$104.39) per month or One Thousand Two Hundred Fifty Two Dollars and Sixty Two Cents (\$1,252.62) per year (\$0.06 per square foot annually) payable monthly or annually in advance beginning on the first day of May, 2014 and on the first day of each month thereafter at the office of the Lessor. Failure to pay rent by the tenth (10th) day of the month shall obligate the Tenant to pay a late charge of ONE HUNDRED DOLLARS (\$100.00) for each late payment.
- (b) All taxes, charges, costs and expenses that the Tenant is required to pay, and all damages, costs and expenses that the Lessor may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of the lease, shall be deemed to be additional rent and in the event of nonpayment by the Tenant, the Lessor shall have all the rights and remedies with respect thereto that the Lessor has for the nonpayment of the basic rent.

### Section 1.4 Rent Adjustment

At each five-year interval, the fair market value of the Property leased to the Lessee and

an appropriate lease rate shall be determined by the City Council in a manner deemed appropriate by the Council. The tenant shall pay that amount of rent to Lessor for each subsequent five-year interval.

### ARTICLE II

### USE

### Section 2.1 Airport Purposes

Tenant may use the Property for personal and light commercial aeronautical related activities. All planned development shall be consistent with the Wasilla Municipal Airport Master Plan. It is the purpose of this Lease to foster and abet air commerce at the Wasilla Municipal Airport and it is not the intent of this Lease to provide Property for uses which do not promote the development and use of the Wasilla Municipal Airport. Any non-aeronautical use on airport property must be limited and incidental.

### Section 2.2 Prohibited Uses

Tenant shall not use or permit any part of the Property to be used for any unlawful purpose or for any purpose, that may constitute a nuisance or hazard to health, safety, or property. Tenant shall not permit any part of the Property to be used for any purpose in violation of any applicable law, lawful order, or rule or regulation relating to the operation or use of the Wasilla Municipal Airport.

### Section 2.3 Hazardous Material

- (a) Tenant shall not cause or permit any hazardous material to be on or used on the Property without the written consent of lessor. Lessor shall not unreasonably withhold consent if any such materials are necessary or useful to tenant's business, and will be stored and used in a manner complying with all laws and regulations regulating use and storage of hazardous materials.
- (b) Tenant shall defend, indemnify, and hold the lessor harmless from any claims, damages, fines, penalties, liabilities or losses resulting from any breach of subsection (a) above, or from hazardous material being on the property. If clean-up or property restoration is required, tenant shall be considered the Responsible Party under any and all applicable State and Federal laws and regulations, and shall pay all costs connected with clean-up or restoration.

### Section 2.4 Subordination of Lease to Requirements of the Federal Aviation Agency

- (a) This lease shall be subordinated to the provisions of any existing or future agreement between the Lessor and the State of Alaska or the United States, relative to the operation or maintenance of the Wasilla Municipal Airport.
- (b) The Lessor has undertaken and may in the future undertake certain obligations respecting its operation of the Wasilla Municipal Airport and activities of its contractors, tenants and permittees. If the State of Alaska, the Federal Aviation

Administration, or any other governmental body having jurisdiction over the obligations of the Lessor in its operation of the Wasilla Municipal Airport shall take any action affecting the operations of Tenant, Tenant shall promptly comply with these actions as the Lessor may direct.

### Section 2.5 Aircraft on Premises

The Tenant shall provide Lessor, upon request, a list identifying all aircraft on the premises for any purpose, together with the aircraft type, model and number, the name and address of the owner, the purpose of the aircraft being on the premises, and such other information the Lessor may request.

### Section 2.6 Discriminatory Acts Prohibited

- (a) The Tenant shall furnish any service to be rendered by the Tenant on a fair, equal and not unjustly discriminatory basis to all users. In performing such services, Tenant shall charge fair, reasonable and not unjustly discriminatory prices or rates, provided the Tenant may make reasonable and discriminatory discounts, rebates or other similar types of price reductions to volume users or purchasers, or in recognition of significant private investment.
- (b) The Tenant shall not discriminate against any person or class of persons by reason of race, color, creed, gender, or national origin.

### Section 2.7 Maintenance of Premises

The Tenant shall keep the entire premises in good repair and in a neat, orderly and sightly condition. The Tenant shall not cause or permit to remain any litter, garbage, debris, weeds or other items and materials of other kind whatsoever. The Tenant shall not store such things as parts, lumber, and oil or gasoline drums outside of a building, unless express written permission is granted by the Lessor to do so. The Tenant shall remove any and all such materials within five (5) days of written notice from Lessor.

### Section 2.8 Signs

The Tenant may erect one sign, securely mounted on the building, not to exceed twenty-five (25) square feet in size bearing the Tenant's trade name and business description, providing the sign meets all municipal sign ordinance requirements. No freestanding signs are permitted. The Tenant shall not, without Lessor's written consent, place any additional signs on the Property. At the termination of this lease, all signs shall be removed by the Tenant at Tenant's expense.

### Section 2.9 Improvements and Alterations

(a) Lessor has entered into this Lease for the purpose of developing air commerce at the Wasilla Municipal Airport, and a material consideration for the obligations of Lessor under this Lease is the agreement of Tenant to construct, at Tenant's expense, the improvements to the Property described in Exhibit B ("Initial Improvements").

- (b) Within 30 days after the Commencement Date, Tenant shall provide to Lessor the following with respect to the Initial Improvements: (i) copies of documents evidencing the commitment of financing for the Initial Improvements; (ii) the plans and specifications for the Initial Improvements required by Section 2.10(a); and (iii) the performance and payment bonds for the construction of the Initial Improvements required by Section 2.10(d).
- (c) Tenant shall cause all Initial Improvements to be completed before May 1, 2016. Tenant shall proceed with reasonable diligence to complete the Initial Improvements, and shall cause the Initial Improvements to be complete and ready for use (including without limitation the issuance to Tenant of any required certificate of occupancy for the Initial Improvements) not later than 30 months after the Commencement Date. Tenant's failure, regardless of cause, to complete construction of the Initial Improvements within 24 months after the Commencement Date, shall be cause for Lessor, by written notice to Tenant, to terminate this Lease.

### Section 2.10 General Construction Requirements

Tenant shall comply with the following requirements for all construction on the Property.

- Before commencing any construction on the Property, Tenant shall submit to (a) Lessor plans and specifications for the construction. Lessor shall have the right to comment upon the plans and specifications, and to require Tenant to make reasonable changes so as to avoid interference with airport operations and to conform to regulatory requirements governing the construction and Tenant's use and occupancy of the Property, but the exercise of these rights shall not imply any obligation to do so nor any obligation to do so in a particular way. Tenant shall perform all construction on the Property in accordance with final plans and specifications approved by Lessor. Lessor's representatives may monitor and inspect the work and shall have access to the Property at all reasonable times for those purposes. Tenant shall be solely responsible for completing all improvements according to Tenant's plans and specifications and shall bear all risk, responsibility, and liability for properly surveying the Property before construction, and placing all improvements on the Property without encroaching upon any easements, rights-of-way or setback requirements.
  - (b) Tenant shall keep the Property free of mechanic's and materialmen's liens at all times. Tenant shall notify Lessor at least five days before the commencement of any work or the delivery of any materials. Lessor shall have the right to post and maintain on the Property any notices of nonresponsibility provided for under applicable law.
  - (c) Tenant, at its sole cost, shall obtain all permits necessary to the construction, and shall comply with all federal, state and local statutes and regulations with respect to the construction. Lessor's approval of plans and specifications for the construction shall not constitute the assumption of any liability to Tenant for their compliance or conformity with applicable legal requirements, or for the accuracy of the plans or specifications. Lessor's approval of plans and specifications for the

construction shall not waive Lessor's right thereafter to require Tenant to cure any violations of applicable legal requirements in the construction. Nothing in this Lease shall restrict Lessor in the exercise of its police power or authority to enforce building, fire and other safety codes, laws, ordinances or regulations.

- (d) Tenant shall require any general contractor that it employs to obtain performance and payment bonds in the amount of the contract price, and in the customary form, and furnish copies of all such bonds to Lessor prior to commencement of construction; provided that if the cost of the work is less than \$50,000, Tenant may require, in lieu of performance and payment bonds, another form of performance guaranty acceptable to Lessor.
- (e) On completion of the improvements, Tenant shall provide Lessor with a copy of an as-built survey depicting the improvements as completed.

### Section 2.11 Tenant's Right to Terminate

If any governmental body, agency or official, other than Lessor, prohibits or otherwise prevents the use of the Wasilla Municipal Airport as a public airport for one year or more, or should the continued use of the Wasilla Municipal Airport as an airport become impossible or unlawful without the fault of the Tenant, the Tenant shall have the option to terminate this lease on thirty (30) day written notice to Lessor.

### Section 2.12 Lessor's Improvements

- (a) Lessor shall have a permanent right of access over, under and across the Property for the purposes of maintaining, servicing, upgrading or removing any Lessor-installed improvements including, but not limited to, pavement, aircraft tie-downs, light poles, and fencing. The Lessor shall provide a snow storage area on the Airport property for use of the tenants, but shall have no responsibility for sanding or removing snow from Tenant's leased Property.
- (b) All improvements constructed by the Lessor shall at all times remain the property of Lessor and may be maintained, upgraded, serviced or removed at Lessor's convenience and discretion.
- (c) Lessor shall make all reasonable efforts to coordinate any maintenance or repair work with Tenant and to avoid disrupting Tenant's use of the premises whenever possible.
- (d) The purpose of the paving and tie-down improvements is to provide clean and serviceable areas for public use aircraft parking. Tenant may make reasonable use of these improvements, if they are not destroyed or removed, or used in a manner that converts them to a non-public use.

### Section 2.13 Aviation Easement

Tenant's right to use the Property for the purposes, as set forth in this lease shall be secondary and subordinate to the operation of the Airport. Lessor specifically reserves for itself, other Wasilla Municipal Airport leaseholders, and for the public, an easement for the passage of

and noise caused by aircraft in the air space above the surface of the Property. Tenant shall not construct any building or facility to a height, which in Lessor's discretion will interfere with the operations of the Airport.

### ARTICLE III

### TAXES, INDEMNIFICATION AND INSURANCE

### Section 3.1 Taxes, Assessments and Utilities

Tenant shall pay when due all taxes, assessments and charges upon the Property and upon buildings, improvements and property thereon, that are assessed or charged at any time during the term. Upon request, the Tenant shall furnish official receipts from the appropriate taxing authorities or other proof satisfactory to the Lessor evidencing payment to the Lessor for Lessor's inspection. Tenant shall pay and be responsible for all charges for gas, electricity, water, light, heat, power, garbage, solid waste, and other utility services used on or supplied to the Property.

### Section 3.2 Indemnification

The Tenant shall defend, save and hold the Lessor harmless from any and all claims, demands, suits or liability, including all attorneys' fees, arising from any and all loss, damage to property or death or injury to persons occurring in connection with the occupancy of the property or operations under this lease. This indemnification agreement includes claims alleging acts or omissions by the Lessor or its agents, which are claimed to have contributed to the loss or damage. However, Tenant shall not be responsible for any damage or claim arising from the sole negligence or willful misconduct of the Lessor or its agents.

### Section 3.3 Insurance

The Tenant shall obtain and maintain throughout the period of performance of this lease insurance in the following minimum requirements:

- A. <u>Workers, Compensation Insurance</u>, covering all employees of the Tenant, in statutory limits, to include any of the obligations assumed by the Tenant under this Lease.
- B. Commercial Automobile Liability Insurance, whether Owned, Hired, or Non-Owned; liability limits of not less than \$500,000.00 Combined Single Limit or Liability per Accident/Unlimited Annual Aggregate including Uninsured/Underinsured Motorist, with minimum limits as follows:

\$500,000.00	Bodily Injury Limit Per Person
\$500,000.00	Bodily Injury Limit Per Accident
\$500,000.00	Property Damage Per Accident

### C. Premises Liability in the Amount of:

\$1,000,000.00 Combined Single Limit of Liability per Occurrence

The Policy shall be endorsed to include the City of Wasilla as an additional insured, with a minimum of thirty (30) days notice of cancellation to the City of Wasilla. Prior to the execution of this Lease, certificates of insurance and/or letter verification of the effectiveness of such insurance, shall be furnished so as to demonstrate compliance with the foregoing insurance requirements. Continuing evidence of compliance with the insurance requirements in the form of certificates and/or letters of verification may be requested by the Lessor at any time.

### **ARTICLE IV**

### ASSIGNMENT AND SECURITY INTERESTS

### Section 4.1 Assignment or Sub-Leasing

- (a) Tenant shall not assign or sublet any interest in the premises, or any part thereof, nor permit the occupancy of any part thereof by any other person or entity without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessor shall not be required to consent to any assignment or sublease unless the proposed assignee or sublessee agrees in writing to assume and perform all the terms, conditions and covenants of this lease. Tenant shall furnish the Lessor with a copy of any proposed assignment or sublease for approval prior to any assignment of sublease, and shall further furnish a copy to the Lessor of any executed assignment or sublease.
- (b) If Tenant is not a natural person, assignment for purposes of this lease shall include, but not be limited to, any change in the structure of or the ownership of Tenant whereby control of the affairs of Tenant is transferred to persons other than those exercising such control on the date of execution of this Lease or on the date of Lessor's approval of the immediately prior assignment.
- (c) No assignment, sublease, or occupancy permitted under subparagraph (a) of this paragraph shall relieve Tenant of any of Tenant's obligations herein. Tenant agrees to save the Lessor harmless from any liability or loss because of the nonpayment of rentals, taxes or assessments or other charges incurred on the premises by the assignee, sublessee or occupant.

### Section 4.2 Mortgage and Encumbrances

Tenant shall not mortgage or otherwise encumber this lease, including Tenant's leasehold estate and the improvements thereon, without the prior written consent of Lessor, except that encumbrance of the improvements or leasehold only (but not the underlying property) is allowed for the purpose of financing the construction of approved leasehold improvements. Tenant shall furnish Lessor with a copy of any agreement mortgaging or encumbrancing the Property for the Lessor's approval prior to executing any mortgage or encumbrance, and shall also furnish a copy to the Lessor of any such executed security transactions.

### **ARTICLE V**

### DEFAULT AND ENFORCEMENT

### Section 5.1 Default Defined

Each of the following shall be deemed a default by the Tenant and a breach of this lease:

- (a) Failure to pay the rent provided herein, or any part thereof, for a period of ten (10) days after it is due.
- (c) Failure to provide and maintain in effect insurance in compliance with Section 3.3.
- (d) Failure to do, observe, keep and perform any other term, covenant, condition, agreement or provision contained in this lease for a period of thirty (30) days after written notice of such failure is sent by Lessor, or, in the case of a default not reasonably susceptible of being cured within thirty (30) days (which does not include any default which may be cured by the payment of money), failure to commence promptly and proceed diligently and in good faith to cure within a total of sixty (60) days after the sending of the notice.
- (e) The abandonment of the premises by the Tenant, the making by the Tenant of a general assignment for the benefit of creditors, or the appointment of a permanent or temporary receiver for the Tenant's property, which is not vacated or set aside within thirty (30) days of the sending of written notice of such event by Lessor.

### Section 5.2 Lessor Remedies on Default

In the event of any default by the Tenant, the Lessor may:

- (a) Terminate this lease in accordance with Section 5.3, below,
- (b) Reenter the Property without terminating the lease in accordance with Section 5.4, below.
- (c) Perform any act required hereunder to be performed by the Tenant and recover the cost thereof as provided in Section 5.5, below,
- (d) Recover damages in accordance with Section 5.6, below, and,
- (e) Obtain any other remedy provided at law or in equity, including but not limited to, injunctive relief.

The remedies given to Lessor in this lease are cumulative and may be exercised in any combination without regard to the consistency thereof.

### Section 5.3 Termination

In the event of default by the Tenant, Lessor may send a written notice to the Tenant stating that the Lessor elects to terminate this lease upon a specified date not less than thirty (30) days after the date of the sending of such notice at which date this lease shall expire as if that date had been originally fixed as the expiration date of the term unless the default is cured within the applicable period provided in the notice of termination. Upon termination, all interest of the Tenant in the Property shall expire and Lessor shall have the right to immediate possession.

### Section 5.4 Reentry

In the event of a default by the Tenant, the Lessor may send a written notice to the Tenant stating that the Lessor elects to reenter the premises without terminating the lease upon a specified date not less than thirty (30) days after the date of the sending of the notice. Lessor may on that date or at any time thereafter, reenter and resume possession of the Property or any part thereof, and remove all persons and property therefrom, either by a suitable action or proceeding at law, or otherwise, without being liable for any damages therefore. No reentry by the Lessor shall be deemed an acceptance of surrender of this lease or a liquidation or satisfaction to any extent whatsoever of Tenant's liability to pay rent as provided. Lessor may in its own name, but as agent for the Tenant, relet the whole or any portion of the premises for any period equal to or greater or less than the remainder of the term, for any sum which it may deem appropriate, and in connection with any such lease the Lessor may make such changes in character of the improvements on the premises as the Lessor may determine to be appropriate or helpful in effecting such lease. However, in no event shall the Lessor be under any obligation to relet the premises for any purpose which the Lessor may regard as injurious to the premises, or to any tenant which the Lessor, in the exercise of reasonable discretion, shall deem to be objectionable. Lessor may, at any time after reentry, terminate this lease in accordance with Section 5.3.

### Section 5.5 Lessor's Right to Perform

In the event of default by the Tenant, the Lessor at Lessor's discretion may cure such default on behalf of the Tenant for the account and at the expense of Tenant, in which event Tenant shall reimburse the Lessor for all sums paid to effect such cure, together with interest at the statutory rate of TEN AND ONE-HALF PERCENT (10.5%) per annum and reasonable attorneys' fees. In order to collect such reimbursement, the Lessor shall have all the rights and remedies available under this lease for a default in the payment of rents.

### Section 5.6 Damages

In the event of default by Tenant, Lessor shall have the right to recover from Tenant at any time:

- (a) An amount equal to all sums required hereunder to be paid by Tenant including, but not limited to, sums paid by the Lessor pursuant to Section 5.5, above;
- (b) An amount equal to all expenses, if any, incurred by the Lessor in recovering possession of the premises and all costs and charges for the care of the premises while vacant;
- (c) In the event of termination of this lease by the Lessor pursuant to Section 5.4, above, an amount equal to the difference between the value discounted to date of termination of the rent hereunder for the term of the lease remaining, if Lessor had

not terminated, and the value discounted to the date of termination of the net rent which the Lessor might reasonably expect to receive from the Property for the balance of the term remaining, if Lessor had not terminated, including, but not limited to, a reasonable allowance for vacancies;

- (d) In the event of reentry by the Lessor pursuant to Section 5.4, above, either before or without termination thereafter, an amount equal to the amount of all rent provided by this lease less the next rent, if any, collected by the Lessor on reletting the premises allowing for all actual expenses of the Lessor which amount shall be due and payable by the Tenant; and
- (e) All reasonable attorneys' fees and costs incurred by Lessor in any proceeding to enforce this lease or exercise any remedy hereunder.

### Section 5.7 Right of Access

The Lessor shall have the right to enter upon the Property during reasonable hours for any purpose. The Lessor also reserves the right of access and the right to abate any nuisances or hazardous conditions on the premises without notice when in the Lessor's good faith judgement an emergency exists.

### Section 5.8 Lessor's Failure to Enforce and Nonwaiver

No failure by the Lessor to insist upon the strict performance of any term, condition or covenant of this lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rentals during the continuance of any such breach shall constitute a waiver of any such breach or any such term, condition or covenant. No term, condition or covenant of this lease required to be performed by the Tenant, and no breach thereof, shall be waived, altered or modified, except by written instrument executed by the Lessor. No waiver of any breach shall effect or alter any term, condition or covenant of this lease, and each such term, condition or covenant shall continue in full force and effect with respect to any other then existing or subsequent default or breach. Any other or subsequent default or breach may be enforced by Lessor as provided in this lease.

### **ARTICLE VI**

### GENERAL COVENANTS

### Section 6.1 Condition and Status of Premises

Tenant acknowledges that Tenant has examined the Property and accepts same in its present condition without any representation or warranty, express or implied in fact or by law, by the Lessor as to the title, nature, condition or usability of the premises for the purposes set forth in this lease, all of these warranties being hereby expressly disclaimed by Lessor.

### Section 6.2 Risk of Loss

No destruction or damage to any building or improvement on the Property by fire, rain, ice, snow, windstorm, earthquake, aircraft damage or any other casualty or action of the elements shall entitle the Tenant to surrender possession of the Property, to terminate this lease, to violate

any of its provisions, or to cause any rebate or abatement in rent when due or thereafter becoming due.

### Section 6.3 Repair or Rebuilding

Upon the destruction or damage to any building or structure by fire, rain, ice, snow, windstorm, earthquake, aircraft damage or any other casualty or action of the elements, the Tenant shall have the right to repair, restore or rebuild within one (1) year after the date of such occurrence. However, in the event that good cause is shown, Lessor may consent to an extension of time in which to accomplish the restoration or rebuilding. Such consent by the Lessor will not be unreasonably withheld.

### Section 6.4 Condemnation

- (a) If the Property, or any part thereof rendering the remainder unusable, is taken by eminent domain, this lease shall expire on the date when the Property is taken by a declaration of taking, or on the date when the condemnor is granted possession of the premises, and the rent shall be apportioned as of that date.
- (b) The Tenant shall be entitled to the award for the building, structures and the Tenant's improvements and the Lessor shall be entitled to award for the ground leased and for any improvements placed upon and benefiting the premises by the Lessor or acquired by the Lessor from the Tenant or any other person.

### Section 6.5 Surrender of Premises

At the expiration or termination of this lease or an authorized extension, or upon reentry by Lessor, the Tenant shall peacefully and quietly surrender the Property in as good a condition as it was at the beginning of the initial term, reasonable use and wear and damages by the elements excepted.

### Section 6.6 Reversion and Removal of Buildings and Improvements

All buildings, structures or improvements placed by the Tenant upon the Property shall revert to and become the property of the Lessor upon the expiration or termination of this lease for any cause whatsoever. Lessor in its sole discretion may require Tenant to remove part or all of the improvements including, but not limited to, fuel tanks and lines, and partially or completely restore the Property to its condition when leased by sending written notice requesting such removal and restoration within sixty (60) days after such expiration or termination. Tenant shall then at its own expense complete the removal and restoration within ninety (90) days of the sending of the notice.

### Section 6.7 Holdover

In the event the Tenant shall hold over after the expiration or termination of this lease for any cause whatsoever, such holding over shall be deemed a tenancy from month to month only, at the same rental per month and upon the same provisions set forth in this lease. The lessor may terminate this holdover tenancy by giving Tenant written prior notice of at least thirty (30) days. Such holding over period shall include any time employed by the Tenant to remove any buildings, structures or improvements permitted by this lease.

### Section 6.8 Right-of-Way Easement

Lessor shall have the right to designate or grant right-of-way or utility easements across the Property without compensation to Tenant, provided that Tenant shall be entitled to compensation for the taking or destruction of any Tenant's improvements and provided further that the Tenant, at his option, may terminate this lease or may demand a rental adjustment to reflect any reduction in value of the Property.

### Section 6.9 Notices

Any notices required to be sent in accordance with the terms of this lease, including legal process, shall be sent in writing by registered or certified mail, to the parties at the following addresses unless otherwise notified in writing and deemed to be received when so sent:

Lessor's Address:

City of Wasilla

290 E. Herning Avenue Wasilla, Alaska 99654

Tenant's Address:

Jeffery and Carol Burwell

3836 East Country Fields Circle

Wasilla, AK 99654

### Section 6.10 Rights or Remedies

No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, but is intended to be in addition to any right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

### Section 6.11 Successors in Interest

This lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

### Section 6.12 Applicable Law and Forum

This lease and the respective rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of Alaska. Any civil action concerning this lease shall be brought in an appropriate Alaska State Court in the Third Judicial District.

### Section 6.13 Recordation of Lease

The parties may record a memorandum of this lease or the lease itself.

### Section 6.14 Severability

The invalidity or unenforcability of any particular provision of this lease shall not affect any remaining provisions hereof, and, in any such event, this lease shall be construed and interpreted

in all respects as if such invalid or unenforceable provisions were omitted.

### Section 6.15 Entire Agreement

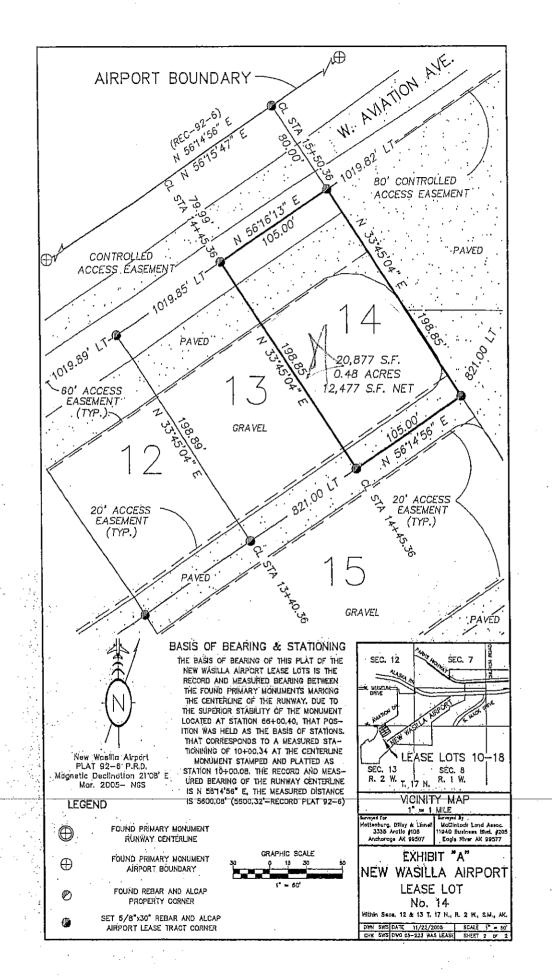
This written lease with exhibits constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, oral or written, between the parties. No modifications, amendments, deletions, additions or alterations of this lease shall be effective unless in writing and signed by the parties. This lease shall not be construed more strictly against one party than the other.

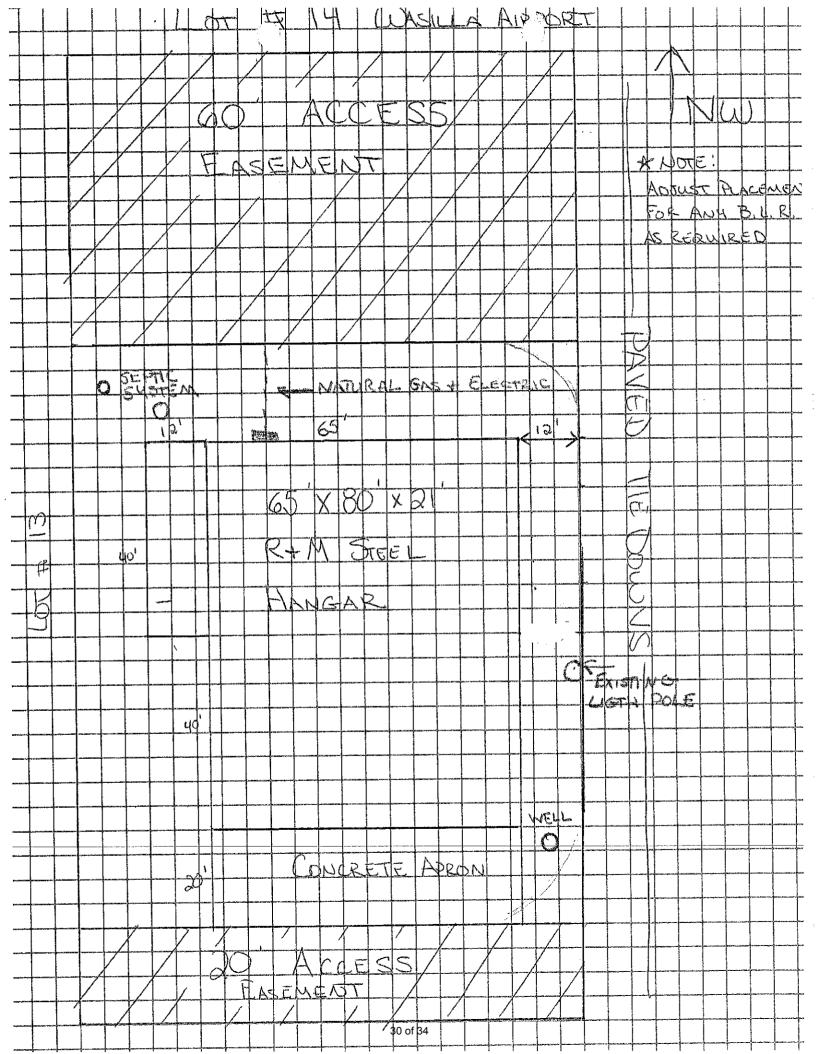
LESSOR: CITY OF WASILLA
Mayor, Verne E. Rupright
STATE OF ALASKA ) ) ss.
THIRD JUDICIAL DISTRICT )
THIS IS TO CERTIFY that on the day of
TENANT, Jeffery and Carol Burwell  By:  Title: Hanse  Date: April 17, 2014
STATE OF ALASKA ) ) ss.
THIRD JUDICIAL DISTRICT )
THIS IS TO CERTIFY that on the $17^{th}$ day of $17^{th}$

OFFICIAL S.L.
Reinhilde Graham
Hitty Talk State of Aleste
Hy Came Labor BA2HI

OFFICIAL SEAL
Reinhilde Graham
Notary Public-State of Alekta
My Comm. Expires 05/12/16

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





PERMIT INFORMATION 2014	TION 201	4						
APPLICATION APPROVAL RCVD DATE	PERMIT #	TYPE	S E E	TAX ID	SUBDIVISION	APPLICANT	SITE ADDRESS	ZONE AS-BUILT SURVEY
<b>ADMINISTRATIVE APPROVAL</b>	/AI							
01/06/14 PENDING	A14-01	COMM <10,000 SQ FT	6,390	1113B03L001	WASILLA ACRES		351 N SOUTHWAY ST	RR
01/08/14 01/09/14	A14-02	TENANT SPACE	1,200	7095000L003A	CREEKSIDE PLAZA	T&C UPHOLSTERLY	1830 E PARKS HWY	O
01/23/14 01/23/14	A14-03	TENANT SPACE	840	91080000002	WASILLA CENTER CONDOS UNIT 2	TEAMSTERS LOCAL 959	609 S KNIK GOOSE BAY RD	U
01/23/14 01/30/14	A14-04	TENANT SPACE	1,400	5797000L002A	IDITPARCEL ADDN 1		481 W PARKS HWY	O
01/27/14 01/28/14	A14-05	HOME OCCUPATION		2669B12L004	MISSION HILLS		925 N ARNOLD PALMER	R-1
01/31/14 01/31/14	A14-06	ADD TO GARAGE	498	1319B03L012	INDEPENDENCE EST	LARSON, BRIAN & CHERYL	360 E HYGRADE LN	RR
02/06/14 02/07/14	A14-07	TENANT SPACE	864	9155000U001B	WASILLA CENTER CONDOS	CHRISTENSEN CHIROPRACTIC	701 S KNIK GOOSE BAY	v
02/07/14 02/07/14	A14-08	TENANT SPACE	777		COTTONWOOD PARK		1590 E FINANCIAL DR	O
02/19/14 02/27/14	A14-09	TENANT SPACE	1,577	5888000L003D	OLYMPIC		172 S LAMONT CIR	ပ
02/20/14 03/04/14	A14-10	SUBDIVISION		6740000L001	CREEKSIDE TOWN SQ	THEOBALD, I	900 S HERMON RD	ပ
03/04/14 03/05/14	A14-11	SHED	240	2767B09L010	MISSION HILLS PH 2	KREIDER, S	975 N SAM SNEAD LP	R-1
03/05/14 03/06/14	A14-12	ENAN  SPACE	7,500	2789B01L003A	WASILLA ARPKK		300 W SWANSON AVE	၁မျှ
03/11/14 03/06/14	A14-13 A14-14	COMM < 10,000 SO FT	150	17N01W18D029	CENTURY PARK 2	NORTHERN FNCI USURES	2422 W JAMES I CIK	Ϋ́Υ
03/11/14 03/13/14	A14-15	COMM <10,000 SQ FT	840	7027000L001	DISCOVERY HILLS PH V		1446 W MYSTERY AVE	)
02/27/14 PENDING	A14-16	SUBDIVISION		6826B01L005	DISCOVERY HILLS PH IV		1281 W MYSTERY AVE	RR
03/13/14 03/13/14	A14-17	TUP	320	17N01W09A006		LANGLOIS, JANA	251 W PARKS HWY	U
03/19/14 03/20/14	A14-18	DUPLEX	3,800	2689B03L001	SPIRIT RIDGE	FLETCHER, BILL	940 E SNOHOMISH	RR
03/18/14 04/04/14	A14-19	METAL BLDG WAREHOUSE	4,800	2389B01L006	KOHRING	BIG SKY DEVELOPMENT LLC	200 E FLAG CIR	RR
03/18/14 04/23/14	A14-20	COMM >10,000 SQ FT	27,300	4802000L002	SUN PLAZA		2701 E SUN MTN AVE	ပ
03/25/14 04/01/14	A14-21	SUBDIVISION			CREEKSIDE PLAZA	JYG INVES		ပ
03/26/14 03/28/14	A14-22	DUPLEX	3,000	6826B01L005	DISCOVERY HILLS PH IV		1281 W MYSTERY AVE	RR
03/26/14 03/28/14	A14-23	IENANI SPACE	1,070	4061B01L001A-1	CAREFREE ACRES	<u>a</u>	1261 S SEWARD MERIDIAN	ပ မို
03/28/14 04/04/14	A14-24	SUBUIVISION TENIANT SOAD	202	2483B01L016/L1/	MAIN BEOF BLOC COND.	SMITH, SANDRA	461/465 E KAVENSWOOD LP	ξv
04/02/14 04/02/14	A14-26	TENANT SPACE	2 927	5797000 000A	IDITPARCEI ADDN 1		509 W PARKS HWY	ט כ
04/11/14 04/11/14	A14-27	CHANGE OF USE	i	1190B01L009	ADVENTURE EST	WINCHE	174 W SPRUCE AVE	RR
04/11/14 04/14/14	A14-28	DUPLEX	1,800	6824B02L012C	WASILLA WOODS		1563 N RAVENS BEST CIR	RR
04/14/14 04/14/14	A14-29	SFD	2,364	7039000L00F	CENTER POINT	HARMEN EXCAVATING	1495 S CENTER POINT DR	RM
04/14/14 04/14/14	A14-30	SFD	1,806	7039000L00I	CENTER POINT	HARMEN EXCAVATING	1500 S CENTER POINT DR	RM
04/14/14 04/14/14	A14-31	SFD	2,158	7039000L00J	CENTER POINT	HARMEN EXCAVATING	1490 S CENTER POINT DR	RM
04/14/14 04/14/14	A14-32	SFD	2,423	7039000L00G	CENTER POINT	HAR	1401 S CENTER POINT DR	RM
04/15/14 04/15/14	A14-33	SFD	2,068		CENTURY PK		900 S CENTURY DR	R-1
04/16/14 PENDING	A14-34	ADD	720	7090B01L015A	PARKS MANOR	FAMIL	301 E DANNA AVE	ပ
04/23/14 04/23/14	A14-35	ADD TO SFD	1,152	2818B12L017	MISSION HILLS		900 N CRAIG STADLER LP	R-1
04/23/14 04/23/14	A14-36	ADD TO COMM	2,000	1097B05L001	SHADOWOOD VALLEY	υ 	201 W NELSON AVE	ပ
04/23/14 04/23/14		HOME OCCUPATION	9/9	1357B02L007	I EKKACE MANOK		601 W PONDEROSA LP	K-1
04/24/14 WITHDRAWN		HOP LIANGETH	9	7.00		SOO	C 1141/2 14 000	၁၂
04/29/14 05/01/14	A14-39	IENANI SPACE	40	Z5Z3BU1LUU5A	NELSON FRED RSB	MICK, WENDY DENICH TRANSMISSION &	Z90 N YENLO	اد
04/25/14 05/01/14	A14-40	TENANT SPACE		1108B02L017	WASILLA ARPRT HTS		675 W WASAIR DR	U
04/29/14 05/01/14	A14-41	TUP		2705000L014A-1	SNIDER #4	CHEPOS	731 W PARKS HWY	ပ
05/01/14 05/05/14	A14-42	SFD		7039000L00H	CENTER POINT	HARMEN EXC	1510 S CENTER POINT DR	RM
0.14.0.10	, , , , , , , , , , , , , , , , , , ,			100000000	WASILLA CENTER		00/10/11/0	(
03/01/14 PENDING	A14-43	G F		91000000004	SOURCE COLOR		013 & 013 & 015 A G B A	ع د
05/08/14 05/08/14	A14-44	701 701 704 704 704 704 704 704 704 704 704 704		6879000100G-2	IALLERICO		2150 S ENDEAVOR	X 6
05/08/14 05/08/14	A14-45	SHOP/GARAGE		1104B03L009	WASILLA ESTATES	-	686 W HOLIDAY DR	RR
05/08/14 05/14/14	A14-46	DUPLEX	2,700	1113B05L019	WASILLA ACRES	ZHUCHKOV, IGOR & NATALIYA	1960 W MELANIE AVE	RR

AS-BUILT SURVEY																																								
ZONE	O	ပ	O	RR	RR	RR	ပ	RR	ပ	RR	RR	RR	RR	ပ	RM	R-1	ပ	RR		22	É	ပ	ပ	ပ	RM	ပ	ပ	O		ပ		RR						ပ		ပ
SITE ADDRESS	OLD MATANUSKA RD			1460 N GRUBSTAKE DR	901 W CACHE DR	931 W CACHE DR	224 N YENLO ST		1451 E PARKS HWY	441 E SPRUCE AVE	1160 E SNOWHILL AVE	1400 S BERTHA LN		340 N LUCILLE ST	420 W GOLDENWOOD	1090 S CENTURY PK	546 N MAIN ST	400 W SPRUCE AVE		1350 N L LICAS RD		600 E RAILROAD AVE	1900 W RUPEE CIR	101 N CRUSEY ST	918 E WESTPOINT DR		1450 S SEWARD MERIDIAN	3331 E OLD MATANUSKA RD				630 E OLD MATANUSKA RD						600 E RAILRAOD AVE		1450 S SEWARD MERIDIAN
APPLICANT	JYG INVESTMENT GROUP LLC	LORD, SUZETTE	EZ MOBILE LLC	PRESTON, RONIE & DIANA	PREMIER HOME, LLC	PREMIER HOME, LLC	ROYAL SPA	JOLT CONSTRUCTION	STAND UP ALASKA	LACROSSE, MARK	FARRELL, LARRY	DRORBAUGH, LISA	EVANS, JAMES	HARRELL, BEN	SELYUTIN, MYKOLA	NARINO, ALUARO	PAYNE MGMT, LLC	CONNER, MIKE & DALA		SLAVIC EVANGELICAL		WASILLA STATION	K&S ENTERPRISES	KURANI, KURBAN	KURANI, KURBAN	NEWCOMB, KURT	SCHWEIGER, JOHN	SCHWEIGER, JOHN		JYG INVESTMENT GROUP		AK RAILROAD						WASILLA STATION		SCHWEIGER, JOHN
SUBDIVISION	BELLA VISTA WEST				EXECUTIVE PROPERTIES 2	EXECUT	NELSON FRED RSB			WAS			RAVENSM			ပ		ADVENTURE EST				FLOYD 2010	CAROL			FERN PLAZA				CREEKSIDE PLAZA		ARR-DOT						FLOYD 2010		
TAX ID		1046000T005-1	500 2705000L0014A-1	1118B01L005			2523B01L001A	17N01W15B013	1046000T005-1	6647B02L003A	2323B03L013	1081B03L006	1524000L001&2	1056B02L019	5627B03L012	1261B03L005	6915000L002	1190B01L001		17N01W05A005		7011B5B0000	5816B02L002	17N01W10A019	4574B01L016A	6910000L002	17N01W13A008	17N01W13A009				6704000L004						7011B5B0000		17N01W13A008
SQ FTG	253,739		200	16	2,500	2,500	1,415		400	3,574	3,000	915			1,500	2,500	46			13410	2	750	11,600	6,000	8,280	11,940	000'09	10,136				11.97			*******					
	MULTI FAMILY(10 UNITS 4 PLEX)	TUP	TENANT SPACE	CHICKENS/ROOSTER	DUPLEX	DUPLEX	TENANT SPACE	TUP	TENANT SPACE	DUPLEX	DUPLEX	ADDITION TO SFD	SUBDIVISION	TUP	SFD	SFD	SIGN	HOME OCCUPATION		HURCH		STORAGE ADD	CAR WASH	COMM>10,000	COMM<10,000	COMM>10,000	COMM>10,000	ADD I O MOVIE THEATER		PUD		REZONE						SETBACK REAR YARD		SETBACK FRONT YD
PERMIT#	A14-47	A14-48	A14-49	A14-50	A14-51	A14-52	A14-53	A14-54	A14-55	A14-56	A14-57	A14-58	A14-59	A14-60	A14-61	A14-62	A14-63	A14-64	-	1 IP14-01	2	CU14-01	CU14-02	CU14-03	CU14-04	CU14-05	CU14-06	CU14-07	MENT (PUD)	PUD14-01		R14-01	) NSE					V14-01		V14-04
APPROVAL   DATE	05/14/14 05/16/14	05/14/14 05/15/14	05/20/14 05/20/14	05/20/14 05/22/14	05/16/14 05/16/14	05/16/14 05/16/14	4 05/04/14	05/30/14 05/30/14	05/30/14 06/06/14	06/06/14 06/10/14	06/11/14 06/11/14	06/12/14 06/12/14	06/12/14 06/13/14	06/12/14 06/12/14	06/16/14 06/17/14	06/17/14 06/20/14	06/18/14 06/23/14	06/20/14 06/23/14	,,	05/29/14 PENDING	USE PERMIT	03/28/14 05/13/14	04/11/14 05/13/14	04/21/14 05/13/14	04/21/14 05/13/14	05/08/14 PENDING	05/19/14 PENDING	05/19/14 PENDING	PLANNED UNIT DEVELOPMENT (PUD)	03/14/14 04/08/14		04/01/14 05/13/14	EGAL NON-CONFORMING USE	ETRACK	בובאכנו			03/28/14 05/13/14		05/19/14 PENDING
APPLICATION RCVD	05/14/1·	05/14/1	05/20/1	05/20/1	05/16/1	05/16/1	05/23/14	05/30/1	05/30/1	06/06/1	06/11/1	06/12/1	06/12/1	06/12/1	06/16/1	06/17/1	06/18/1	06/20/1	<b>USE PERMITS</b>	05/29/1	CONDITIONAL USE PERMITS	03/28/1	04/11/1	04/21/1	04/21/1	05/08/1	05/19/1	05/19/1	PLANNED UN	03/14/1	REZONE	04/01/1	LEGAL NON-	SHOPEI INF SETBACK	SHONELINE	AMNESTY	VARIANCE	03/28/1		05/19/1



# Code Compliance Log March 2014

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	COMPL	JPL.			<u>-</u>		
DATE	DISP. SELF	SP. LF	NAME/ADDRESS	CON.	LI S.?	? CASE STATUS	NOTES
3/3/2014	FUP	1901 Mack	Jack		N Y	DOA dog hit by car	14-13023 RTO
3/3/2014	С	300 Cr	300 Crestwood		N -	J Dog bite- accidental	14-13599
3/4/2014	S	Walmart	ırt		N Y	I HCP parking violation	14-13778 unfounded
3/4/2014	D	165 E Parks	Parks		N Y		14-13785 verbal warning
3/5/2014	PAT	Parks 8	Parks & Foundery		N	MVA traffic control	14-13987
3/5/2014	PAT	KGB & Parks	Parks		N N		14-14020
3/5/2014	FUP	Smokir	Smokin Deals Too		N Y	I Follow up	14-12534
3/6/2014	D	1350 C	1350 Century Cir		N ≺	Abandoned veh	14-14205 unfounded
3/6/2014	PAT	Parks & Main	& Main		z	MVA traffic control	14-14241
3/6/2014	D	1745 N	1745 Neil Cir.		N Y	Stray cat complaint	14-14262
3/7/2014	FUP	1745 Neil Cir	Veil Cir.		Υ	Stray cat complaint	14-14262 warrant arrest
3/7/2014	С	753 Pir	753 Pineridge		N		14-14444
3/10/2014	S	Brown Jug	Jug		∧ N	I HCP parking violation	14-15115 verbal warning
3/11/2014	С	Harves	Harvest Loop & Lakewood		z	I RAL dog	14-15265
3/11/2014	С	Fancifu	Fanciful & Crestwood		Υ	Dog bite	14-15288 unfounded
3/11/2014	S	MUSC			N ≺	J Open dumpster violation	14-15301 verbal warning
3/11/2014	С	1201 Clinton	Slinton		N ≺	Barking complaint	14-15314 verbal warning
3/11/2014	С	1460 G	1460 Grubstake		Z V	I RAL dog	14-15345 verbal warning
3/12/2014	ADM	Brown Jug	Jug		Z	Liquor license review	14-15463
3/12/2014	ADM	Mug Shot	hot		N	Liquor license review	14-15464
3/12/2014	ADM	Pizza Hut	Hut		Z	Liquor license review	14-15465
3/12/2014	ADM	Brown Jug	Jug		z	Liquor license review	14-15466
3/12/2014	ADM	Glacier	Glacier Canyon		z	Liquor license review	14-15467
3/12/2014	ADM	E LU FA	A		Z	Liquor license review	14-15468
3/12/2014	ADM	Brown Jug	Jug		z	Liquor license review	14-15469
3/12/2014	ပ	MUSC			z ≻	Illegal dumping	14-15487 no viable suspects



14-15643 traffic control

14-15630

HCP parking violation

Downed power line

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Sally Beauty Supply Dellwood & Wesglen

753 Pineridge

PAT FUP

3/13/2014 3/13/2014 3/13/2014 3/13/2014 3/14/2014 3/14/2014

Library

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Barking complaint

14-15668 citation

HCP parking violation

Traffic hazard RAL dog

Z

Parks & Boundary 1551 Lake Lucille

S PAT

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14-14444

14-15883 UTL

14-15820



# Code Compliance Log March 2014

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NOTES
CASE STATUS
LTR. ISS?
INF. LTR. CON. ISS?
NAME/ADDRESS
COMPL. DISP. SELF
DATE

3/17/2014	О	Primrose Point	Z	Z	RAL dog	14-16495
3/17/2014	S	Pet Zoo	7	Z	HCP parking violation	14-16514 unfounded
3/17/2014	S	Fruitland	7	Z	HCP parking violation	14-16531 unfounded
3/17/2014	S	Carrs	7	Z	HCP parking violation	14-16543 unfounded
3/18/2014	FUP	753 Pineridge	Z	Z	Barking complaint	14-14444
3/19/2014	S	Lake Lucille Park	Z	N	Facility/security check	14-16958
3/19/2014	S	West Side Center	7	Z	HCP parking violation	14-16965 unfounded
3/20/2014	S	Bumpus	Z	Z	Facility/security check	14-17149
3/21/2014	PAT	Nelson Ave	Z	N	Deploy radar cart	14-17374
3/21/2014	FUP	476 Lakeview	7	N	RAL dog	14-17228 UTL
3/21/2014	FUP	Iditarod Elementary	7	, N	Follow up	14-7843
3/24/2014	FUP	476 Lakeview	7	_ Z	RAL dog	14-17228 UTL
3/24/2014	S	Carrs	<b>⊢</b>	Z	HCP parking violation	14-18123 unfounded
3/24/2014	D	590 Carpenter	7	N	RAL dog	14-18126 impound
3/25/2014	D	300 Graybark	7	Z	RAL dog	14-18320 unfounded
3/25/2014	D	350 Fallen Leaf	7	N	Agency assist- eviction	14-18340
3/25/2014	Ω	Bertha Cir.	Z	Z	Smell of horse manure	14-18378 unfounded
3/26/2014	S	Lake Lucille Park	Z	Z	Facility/security check	14-18540
3/26/2014	FUP	3301 Naomi	7	N	Follow up	14-17462 document service
3/27/2014	FUP	Nelson Ave	Z	Z	Retrieve radar cart	14-17374
3/27/2014	D	1101 W Nelson	7	N	Cat stuck in wall	14-18730 impound
3/27/2014	С	1875 PWH- E LU FA	Z	Z	Illegal sign	14-18767
3/27/2014	ပ	1941 Harvest Loop	_ ≻	z	Trash complaint	14-18779 verbal warning
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34 of 34