

SUBJECT: ASSEMBLY APPROVAL FOR THE PURCHASE OF THE BIG LAKE LIONS' CLUB RECREATION CENTER AND ADJACENT PARKING LOT AT 2942 and 2863 SOUTH LIONS CIRCLE, BIG LAKE ALASKA FOR \$400,000 SUBJECT TO APPROPRIATION IN THE FY2026 BUDGET, AND UPON SUCH TERMS AND CONDITIONS WITHIN THE AGREEMENT. (MSB008139)

AGENDA OF: April 1, 2025

ASSEMBLY ACTION:

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator	<div>3/11/2025</div> <div>X Lisa Gray</div> <div>Signed by: Lisa Gray</div>
Land & Resource Management Division Manager	Out of Office
Community Development Director	<div>Expired Certificate</div> <div>X Jillian Morrissey</div> <div>Signed by: Jillian Morrissey</div>
Finance Director	<div>Recoverable Signature</div> <div>X Cheyenne Heindel</div> <div>Signed by: Cheyenne Heindel</div>
Borough Attorney	<div>3/18/2025</div> <div>X Nicholas Spiropoulos</div> <div>Signed by: Nicholas Spiropoulos</div>
Borough Manager	<div>Recoverable Signature</div> <div>X Michael Brown</div> <div>Signed by: Michael Brown</div>
Borough Clerk	<div>3/21/2025</div> <div>X Lonnie McKechnie</div> <div>Signed by: Lonnie McKechnie</div>

ATTACHMENT (S) : Vicinity Map: (1 pp)
 Resolution Serial No. 24-038 (3 pp)
 Resolution Serial No. 24-114 (2 pp)
 Cash Sale Purchase Agreement (8 pp)
 Facility & Ground Use Site Permit (8 pp)
 Alaska General Bill of Sale (13 pp)
 Public Comments (2 pp)
 Ordinance Serial No. 25-048 (2 pp)

SUMMARY STATEMENT:

The Big Lake Lions Club (Club) contacted the Matanuska-Susitna Borough (Borough) and asked the Borough to consider taking over the ownership and operations of the Big Lake Lions Club Recreation Center. On April 2, 2024, by resolution serial no. 24-038, the Assembly directed the manager to research and report on the feasibility of procuring the Big Lake Lions Club Recreation Center and adjacent parking lot, hereafter referred to as the property.

The facility primarily operates as an ice arena. Ice is only maintained when natural freezing would allow and is possible 4-5 months of the year, depending on weather conditions. When outside temperatures are too warm to maintain ice, turf is applied or removed to allow for non-ice activities. The arena has four locker rooms, restrooms, rental skate facility, conference room, mechanical room, Zamboni room, a two-room office, a second-floor mezzanine and a commercial kitchen. The mezzanine meeting space with kitchen allows the facility to be used for other large gathering events of up to 50-75 people. This space is used for community meetings, small weddings, showers and fundraisers. The center opened in 2010 and is 26,000 square feet in size.

On October 1, 2024, the Community Development Director gave a presentation to the Assembly of the findings from a Facility Condition Assessment Report, Environmental Site Assessment Report, and title report and gave a summary of the operational and capital project costs.

On October 15, 2024, by resolution serial no. 24-114 the Assembly directed the manager to negotiate an agreement with the Club to purchase the property.

After negotiation, the Borough and Club agreed upon a purchase price of \$400,000 cash. The 2025 Borough appraised value of the property is \$4,957,100 and the parking lot property is appraised at \$28,000. The agreement is contingent on the appropriation of funds by the Assembly in the 2026 fiscal year budget.

As part of the agreement the Club will be able to use the facility for four fundraising events per year, club meetings once a week, and exclusive use of the conex located at the back of the property. The fees for the uses listed above will be waived as stated in the Facility and Ground Use Site Permit.

Public noticing was conducted in accordance with MSB 23.05.025. Two written comments were received, one comment was in support and the other was against the proposed acquisition of the property. An interdepartmental review was done and there were no objections.

The building will be turned over to the Borough at the time of closing the transaction, which will be after July 1, 2025, and before July 31, 2025.

Pursuant to MSB 23.10.275, the Borough manager may acquire property through negotiation when for public purpose.

RECOMMENDATION OF ADMINISTRATION:


Recommendation is for the Assembly to authorize the Manager to acquire the Big Lake Lions Club Recreation Center and adjacent parking lot located at 2942 and 2863 South Lions Circle, Big Lake, Alaska, legally described as Lot 1, Block 5, and Lot 1, Block 6 Fisher's "Y" Subdivision, according to the official plat thereof, filed under Plat 79-440 in the records of the Palmer Recording District, Third Judicial District, State of Alaska subject to appropriation in the Fiscal Year 2026 budget.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: April 1, 2025

SUBJECT: **ASSEMBLY APPROVAL FOR THE PURCHASE OF THE BIG LAKE LIONS' CLUB RECREATION CENTER AND ADJACENT PARKING LOT AT 2942 and 2863 SOUTH LIONS CIRCLE, BIG LAKE ALASKA FOR \$400,000 SUBJECT TO APPROPRIATION IN THE FY2026 BUDGET, AND UPON SUCH TERMS AND CONDITIONS WITHIN THE AGREEMENT. (MSB008139)**

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$400,000 *	FUNDING SOURCE FY26 Areawide Budget Appropriation
FROM ACCOUNT # 100.000.000 4xx.xxx	PROJECT
TO ACCOUNT:	PROJECT #
VERIFIED BY:  Recoverable Signature X Liesel Weiland Signed by: Liesel Weiland	

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures		400.0*				
Grants, Claims						
Miscellaneous						
TOTAL OPERATING		400.0*				

CAPITAL						
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REVENUE						
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FUNDING:


(Thousands of Dollars)

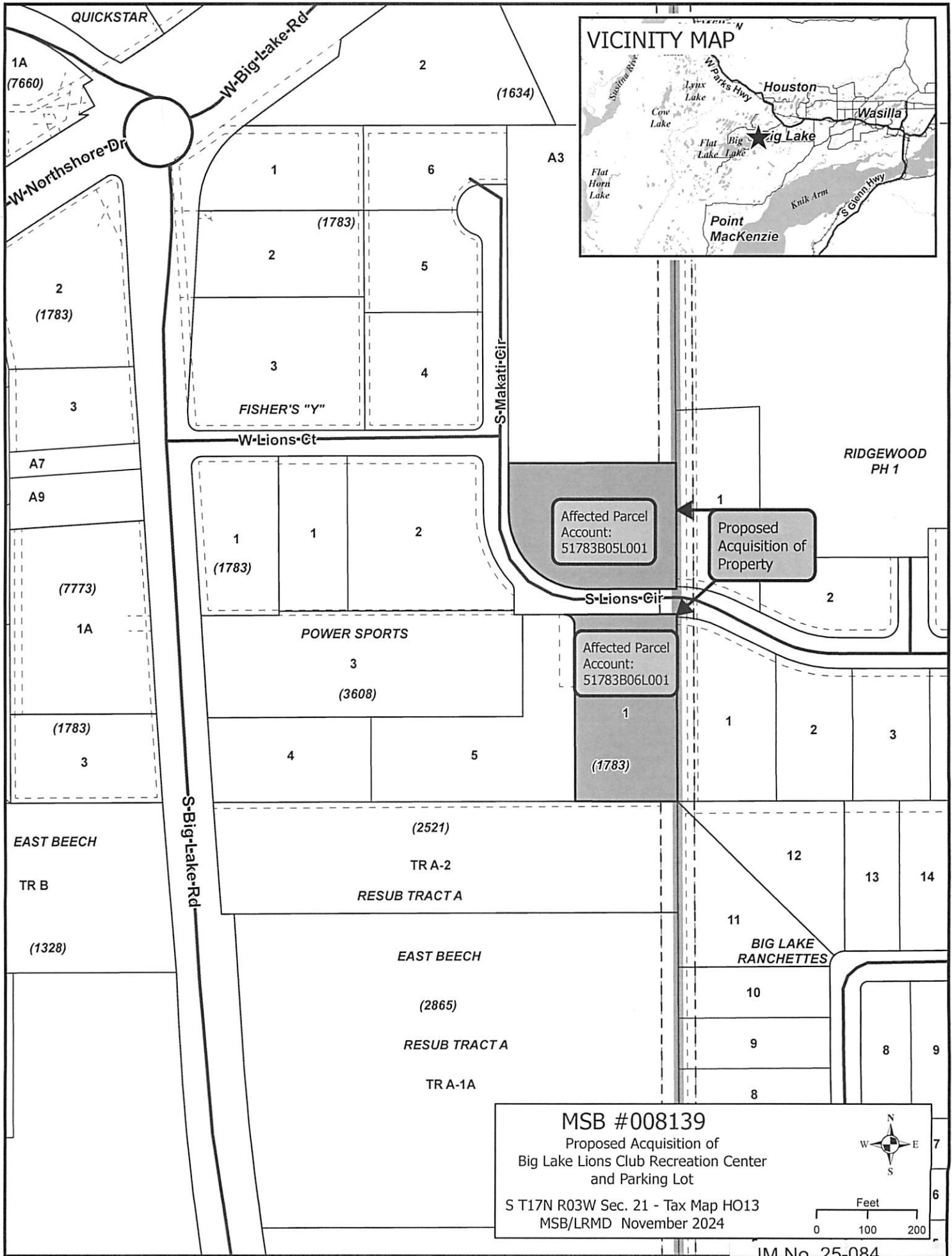
General Fund		400.0*				
State/Federal Funds						
Other						
TOTAL		400.0*				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) *Subject to appropriation and acceptance of the FY26 Budget.

APPROVED BY:	 Recoverable Signature X Cheyenne Heindel Signed by: Cheyenne Heindel
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MSB #008139
Proposed Acquisition of
Big Lake Lions Club Recreation Center
and Parking Lot
S T17N R03W Sec. 21 - Tax Map H013
MSB/LRMD November 2024

Feet
0 100 200

N
W E
S

Adopted: 04/02/24

**MATANUSKA-SUSITNA BOROUGH
RESOLUTION SERIAL NO. 24-038**

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY DIRECTING THE MANAGER TO RESEARCH AND REPORT ON THE FEASIBILITY OF PROCURING THE BIG LAKE LIONS RECREATION CENTER CURRENTLY OWNED BY THE BIG LAKE LIONS CLUB, INC., TO POSSIBLY BE OWNED AND OPERATED BY THE BOROUGH.

WHEREAS, the Big Lake Lions Recreation Center (BLLRC), owned by the Big Lake Lions Club, Inc., located at 2942 South Lions Circle, and the adjoining parking lot located at 2863 South Lions Circle, plays a vital role in facilitating community activities, sports events, and recreational programs in the Big Lake area and surrounding communities; and

WHEREAS, the Big Lake Lions Club has approached Borough management with a proposal to sell the BLLRC and the adjoining parking lot to the Borough at a significantly reduced price, offering the building and land at \$400,000, with the potential for further reduction to \$100,000 if a state legislative grant is secured to pay off the current loan of approximately \$300,000 owed to the Alaska Industrial Development and Export Authority (AIDEA); and

WHEREAS, the potential acquisition of the BLLRC presents an opportunity for the Borough to expand its recreational infrastructure and enhance community well-being; and

WHEREAS, it is imperative that the Borough undertakes due diligence to evaluate the feasibility, costs, and potential benefits of acquiring and operating these properties.


NOW, THEREFORE, BE IT RESOLVED, the Manager is hereby directed to conduct due diligence on procuring the BLLRC Tax Account Number 51783B06L001 and adjoining parking lot Tax Account Number 51783B05L001, including but not limited to:

- a. Title search and financial analysis to determine the total cost of acquisition, potential funding sources, operational expenses, necessary improvements, liens or claims against the property, projected revenue streams and operational costs associated with the center;
- b. Facility assessment to evaluate the current condition of the building, water, septic, maintenance requirements, compliance with safety regulations, and any necessary renovations or upgrades;
- c. Environmental site assessment to identify any potential environmental risks or liabilities associated with the property; and
- d. Property survey and review of all legal and regulatory requirements associated with the purchase, including zoning ordinances, property rights, and contractual obligations.

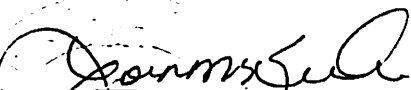
e. The Manager shall provide a comprehensive report of the findings to the Assembly for consideration within the next six months.

BE IT FURTHER RESOLVED, that the Manager is authorized to take all necessary actions to facilitate the due diligence process, including but not limited to coordinating with relevant stakeholders and engaging in negotiations with the Big Lake Lions Club.

ADOPTED by the Matanuska-Susitna Borough Assembly this 2 day of April, 2024.


EDNA DeVRIES, Borough Mayor

ATTEST:


LONNIE R. McKECHNIE, CMC, Borough Clerk
(SEAL)

PASSED UNANIMOUSLY: Hale, Nowers, McKee, Yundt, Gamble, Fonov,
and Bernier

Adopted: 10/15/24


**MATANUSKA-SUSITNA BOROUGH
RESOLUTION SERIAL NO. 24-114**

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY AUTHORIZING THE MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE BIG LAKE LIONS' CLUB TO PURCHASE THE BIG LAKE RECREATION FACILITY AND ADJACENT PARKING LOT AT 2942 S. LIONS COURT, BIG LAKE, ALASKA FOR \$400,000 SUBJECT TO APPROPRIATION IN THE FY2026 BUDGET, AND UPON SUCH TERMS AND CONDITIONS AS THE MANAGER DEEMS ADVISABLE.

WHEREAS, the intent and rationale of this Resolution are found in the accompanying Information Memorandum No. 24-200.

NOW, THEREFORE, BE IT RESOLVED, the Manager is authorized to negotiate and enter into an agreement with the Big Lake Lions' Club to purchase the Big Lake recreation facility and adjacent parking lot at 2942 South Lions Court, Big Lake, Alaska for \$400,000 subject to appropriation in the Fiscal Year 2026 budget, and upon such terms and conditions as the Manager deems advisable.

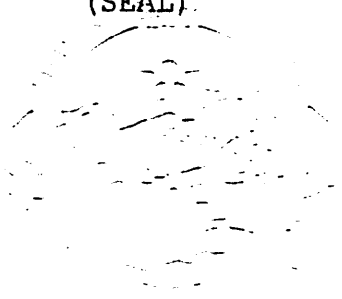
ADOPTED by the Matanuska-Susitna Borough Assembly this 15 day
of October, 2024.


EDNA DeVRIES, Borough Mayor

ATTEST:


LONNIE R. McKECHNIE, CMC, Borough Clerk

(SEAL)



PASSED UNANIMOUSLY: Hale, Nowers, Sumner, Gamble, Fonov, and
Bernier

CASH SALE PURCHASE AGREEMENT

RECITALS:

A. THIS AGREEMENT TO PURCHASE is entered into the last date signed below (hereinafter referred to as the "Effective Date"), by and between **BIG LAKE LIONS CLUB, INC.**, whose address of record is P.O. Box 520048, Big Lake, Alaska 99652 (hereinafter referred to as "Seller"), and **MATANUSKA-SUSITNA BOROUGH, A Municipal Corporation**, whose address is 350 E. Dahlia Avenue, Palmer, Alaska 99645 (hereinafter referred to as "Buyer").

B. Seller is the owner of those certain real properties located in the Palmer Recording District, Third Judicial District, State of Alaska and more particularly described as follows:

Parcel No. 1

Lot 1, Block 5, Fisher's "Y" Subdivision, according to the official plat thereof, filed under Plat No. 79-440, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

Parcel No. 2

Lot 1, Block 6, Fisher's "Y" Subdivision, according to the official plat thereof, filed under Plat No. 79-440, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

(which physical address is 2863 and 2942 S. Lions Circle, Big Lake, Alaska, hereinafter referred to as the "Property"); and

C. This Agreement is subject to Matanuska-Susitna Borough Assembly approval and appropriation of the funds for the 2026 fiscal year for the purchase; and

D. In consideration of the promises herein contained, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller all of the Seller's right, title and interest in and to the Property on the terms and conditions as set forth below.

1. PURCHASE PRICE

The Purchase Price of the real Property is the sales price of **FOUR HUNDRED THOUSAND and NO/100 DOLLARS (\$400,000)** and constitutes the agreed upon price between parties and shall be paid as follows:

- a. FIVE THOUSAND and No/100 DOLLARS (\$5,000.00)**, as the earnest money deposit, representing a portion of the Purchase Price, in the form of a check and shall be held by Mat-Su Title Agency, LLC until closing, at which time this payment shall be credited to Buyer, or until this Agreement is otherwise

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Ordinance No. 25-048

terminated and it is disbursed in accordance with the provisions of this Agreement.

- b. The balance of the Purchase Price shall be paid in full, in the form of a check at the time of closing.

2. ADDITIONAL TERMS, CONDITIONS, AND CONTINGENCIES

- a. This offer to purchase is contingent upon the following events occurring at the Seller's expense, and upon the Buyer's acceptance which is at the sole discretion of the Buyer:
- i) Delivery of clear and insurable title free of any and all Deeds of Trust, outstanding liens, and any other obligations relating to the property prior to conveyance of Property to Buyer; and
 - ii) Seller shall release the Parking Space Lease Agreement recorded March 8, 2019, at serial number 2019-004000-0 in the Palmer Recording District prior to conveyance of Property to Buyer; and
 - iii) Seller agrees to fix the damage done to the storage shed that happened during the weekend of November 16, 2024.; and
 - iv) Any subsequent inspections/reports that are required by federal, state, or local authority; and
 - v) Matanuska-Susitna Borough Assembly appropriation of funding and approval to purchase.
- b. Buyer and Seller understand that upon Seller's inability or disregard to address the above terms, conditions and contingencies as outlined in 2(a)(i,ii,iii,iv,v) to the Buyer's satisfaction, Buyer will initiate terminating this Agreement and the parties will be discharged from any further obligations and liabilities to each other. If the Buyer so terminates, the Buyer shall be entitled to the return of all payments heretofore paid to Seller.

3. TITLE

Buyer has obtained a Preliminary Commitment to Insure from Mat-Su Title Agency, LLC, dated April 26, 2024, at 8:00 a.m., which is provided to Seller.

The Buyer selects Mat-Su Title Agency, LLC, to provide title insurance and escrow closing services. Title shall be issued to Buyer as **MATANUSKA-SUSITNA BOROUGH, a municipal corporation**, and shall be delivered by **Statutory Warranty Deed**.

The sale provided for herein and the conveyance to be made hereunder shall be a fee simple title to all of the right, title, and interest in and to all of the real property, free and clear of all liens, covenants, encumbrances, easements, restrictions, rights, conditions of record, except the title exceptions approved by the Buyer before the recording of the warranty deed. The

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beneficial ownership and the risk of loss of the property will pass from Seller to the Buyer upon recording of the deed.

Seller shall furnish, at Seller's expense, a standard owner's title insurance policy issued by Mat-Su Title Agency, LLC, naming the Buyer as insured, showing title vested in Buyer subject only to the accepted exceptions as set forth in the Preliminary Commitment to Insure. If additional exceptions are added to the Preliminary Commitment as updates and/or the forthcoming owner's title policy, the Buyer reserves the right to reject and terminate the Agreement. If the Buyer so terminates, the Buyer shall be entitled to the return of all payments heretofore paid to Seller.

4. SELLER'S INSTRUMENTS

Within five (5) working days *prior to the execution of this Agreement* the Seller shall provide the Big Lake Lions Club, Inc. Corporate Resolution (and any amendments thereto), which establishes the present authority of the party acting on behalf of said entity for the purpose of this transaction. If that authority changes prior to closing, the Seller shall provide additional documentation establishing the authority of the party acting of their behalf at the time of closing.

Upon request by the Buyer, additional documents will be provided by the Seller as might be reasonably required by the Buyer to consummate the sale of the property.

5. CLOSING COST

Buyer shall pay the escrow closing fees and recording fees for the deed conveying title to the Buyer.

Seller agrees to pay at closing: Real Property ad valorem taxes prorated to the recording date, all special assessments, if any, Seller's attorney fees, the Broker's commission and/or finder's fee, if any, and the Standard Owner's Title Insurance Policy premium based upon this Agreement.

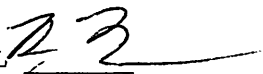
Buyer shall pay Buyer's attorney fees, and Buyer shall be credited at closing the five thousand dollars (\$5,000) earnest money deposited with Mat-Su Title Agency, LLC and the two hundred sixty-three dollars (\$263.00) deposit fee prepaid by Buyer to Mat-Su Title Agency, LLC for Preliminary Commitment to Insure (Order No. MS-240582).

6. CLOSING

Buyer and Seller agree that the Effective Closing date shall be after July 1, 2025, and before July 31, 2025: (a) both parties shall execute any and all documents necessary to close and transfer title; and (b) closing costs shall be paid as outlined in paragraph 5.

At closing, Buyer shall deliver to Seller the payment as required in Paragraph 1, and such additional documents as might reasonably be required by Seller to consummate the sale of the Property.

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7. POSSESSION AND DAMAGES FOR DEFAULT

Possession shall be delivered to Buyer at time of deed recording.

- a. If Buyer is in default (the Buyer exercising its right to reject or terminate the Agreement does not constitute Buyer being in default), Seller's remedies shall be limited to liquidated damages in the amount of the earnest money set forth in Paragraph 1. It is agreed that such payment and thing of value is liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The parties agree that Seller's liquidated damages herein provided for are a reasonable estimate of such damages.
- b. If Seller is in default, Buyer may elect to treat this Agreement as canceled, in which case all earnest money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.
- c. Possession of the Property will be delivered to Buyer on the recording date free from liens and encumbrances and parties claiming rights to possession of the Property as referenced in Paragraph 2 of this Agreement.

8. SELLER'S REPRESENTATION

- a. Condition of Property . Property is being sold "As Is, Where Is" condition and the land and all improvements thereon are included in the entirety of the Property and are part of this Agreement.
- b. Code Compliance. The front entrances of the building do not meet borough setback requirements and are less than 25' from the right-of-way. The conex/shed structure is constructed on the southern lot line, this structure does not meet the setback requirements within the Subdivision Covenants, Conditions and Restrictions or borough setback requirements. Seller warrants that there are no other violations of city, borough, state, federal, building, zoning, fire, health codes, ordinances, or other governmental regulations, or actions issued against the Property. This warranty shall be effective until the deed transferring title to the Buyer is recorded.
- c. Documents. Seller acknowledges that Buyer will be provided a reasonable opportunity to review and approve all documents necessary to close and transfer title. Seller acknowledges that in the event of ambiguity between the Agreement and any other documents related to the closing of this transaction, the Agreement shall control and shall be deemed to have been prepared equally by both parties and shall be construed accordingly. Seller warrants all documents delivered to Buyer pursuant to the Agreement, or in connection with its execution, are and at the time of recording the deed, will be true and correct copies.

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- d. **Government Actions.** Except as disclosed elsewhere in this Agreement or to the Buyer in writing, the Seller does not have knowledge of any condemnation, or other land-use regulation proceedings, either instituted or planned to be instituted which would detrimentally affect the use and operation of the Property for its intended purpose, nor has the Seller received notice of any special assessment proceedings.
- e. **Liens and Obligations.** At the closing, there will be no outstanding contracts made by Seller in regard to the Property that have not been fully paid, and Seller shall cause to be discharged any and all liens and other obligations related to the Property filed prior to this Agreement and up to date of recording the deed to transfer title. In addition, any liens filed for work and/or services requested by Seller and performed prior to Buyer taking possession of the Property or after Buyer takes possession of the Property will be the responsibility of the Seller, and Seller will defend and indemnify Buyer regarding such claims. This subsection shall survive closing and recording of the deed.
- f. If Seller is unable or unwilling to abide by any matters of this Agreement, or perform any requirements set forth in this Agreement, Buyer may terminate this Agreement, and Seller shall reimburse Buyer's costs in preparing to purchase the Property. Buyer reserves its right to exercise all legal and equitable rights and remedies it may have as a consequence of Seller's failure to perform any obligations arising under this Agreement.

9. BUYER'S INSPECTION

Seller agrees that Buyer will be permitted, within 72 hours prior to closing, to inspect the Property at Buyer's expense. If during this 72-hour period, Buyer determines requested remedies have not been performed, Buyer shall have the option to terminate this Agreement by written notice to Seller, and Seller shall pay Buyer's cost in preparing to purchase the Property. After expiration of the 72-hour period, the obligation of the Seller will be to deliver possession of the Property to the Buyer on the recording date in substantially the same condition as reflected in the accepted report provided by the Seller's consultant discussed in paragraph 2, and to the satisfaction of the Buyer.

Buyer agrees to prevent any liens from attaching to the Property from inspections made at the request of Buyer and performed pursuant to this section of the Agreement, and if any such lien does attach to the Property, Buyer agrees to pay said lien.

10. RISK OF LOSS

In the event of damage to the real Property by fire, storm, burglary, vandalism or other casualty between the date of this Agreement and closing, this Agreement, shall at Buyer's election, immediately become null-and-void and all payments heretofore paid to Seller shall be returned to Buyer and the parties shall be relieved of further obligations under this Agreement. Should Buyer elect to carry out this Agreement despite any unrepaired damage, Seller shall not be liable to restore the Property or pay damages to Buyer; however, Buyer shall be entitled to the proceeds of any insurance policies carried by or for Seller's benefit.

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11. HAZARDOUS MATERIAL

- a. Seller shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Property or adjoining property by Seller, its agents, employees, contractors, or invitees prior to Buyer's ownership, possession or control of the Property.
- b. If Seller breaches the obligations stated in the preceding paragraph, or if the presence of Hazardous Material on the Property or adjoining property caused or permitted by Seller results in contamination of the Property or adjoining property, or if contamination of adjacent property by Hazardous Material otherwise occurs for which Seller is legally liable for damage resulting there from, then Seller shall indemnify, defend, and hold Buyer, its agents and employees harmless from any and all claims, judgments, damages, penalties, fees, costs, liabilities, or losses (including, without limitation, diminution in value of the Property or adjacent property, damages for the loss or restriction of usable space or of any amenity of the Property or adjacent property, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees) which arise prior to or after the closing of this sale as a result of such contamination. This indemnification of Buyer by Seller includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local government agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property and adjacent properties. Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by Seller results in any contamination of the Property or of adjacent properties, Seller shall promptly take all actions would not potentially have any material adverse long-term or short-term effect on the adjacent properties.
- c. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of Alaska, or the United States Government. Hazardous Material also includes petroleum products and petroleum by-products.

12. ASSIGNMENTS

This Agreement may not be assigned by either party without the written approval of the other, which may be withheld for any reason. Subject to receipt of such approval, this Agreement shall be binding on and shall inure to the benefit of the parties and their heirs, successors and assigns.

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13. AGENCY DISCLOSURE

It is understood that Seller and Buyer have dealt directly as principals and that neither party has knowledge of any brokerage commission claimed or payable as a result of the purchase contemplated by this purchase Agreement. The parties agree that if a claim for brokerage commission is asserted by any third party as a result of the actions of either party, the party that gave rise to such claims agrees to hold the other party harmless from claims for brokerage commission so asserted. This subsection shall survive closing and recordation of the deed transferring title to Buyer.

14. ENTIRE AGREEMENT

All prior agreements between the parties are incorporated in this Agreement which constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this agreement to constitute the complete and exhaustive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving the Agreement.

15. SEVERABILITY

If any clause of this Agreement is found to be in violation of the law the remainder of the Agreement shall remain in full force and effect, unless the unlawful portion would prevent Buyer from using the property for its intended purposes.

16. CONDITIONS PRECEDENT

If certain conditions precedent to closing have not been satisfied on or before the closing date, Buyer will have the unilateral option to terminate this Agreement, costs to be assessed as otherwise set forth in the Agreement.

17. INTEREST OF MEMBERS OF BOROUGH AND OTHERS

No officer, member, or employee of the Matanuska-Susitna Borough, and no member of the governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which would violate the Borough's ethics code.

18. JURISDICTION: CHOICE OF LAW

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

19. NONWAIVER

The failure of the Matanuska-Susitna Borough at any time to enforce a provision of this Agreement or any breach or default shall in no way constitute a waiver of the provisions, nor in

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Ordinance No. 25-048

MATANUSKA SUSITNA BOROUGH
Facility and Ground Use Site Permit

This permit dated this _____ day of _____, 2025, between the **Matanuska Susitna Borough, hereby referred to as the BOROUGH**, whose address is 350 East Dahlia Avenue, Palmer, Alaska, 99645 and **Big Lake Lions Club, Inc, hereby referred to as the PERMITTEE**, whose address is P.O. Box 520048, Big Lake, Alaska, 99652, allows the use of the Borough owned, Recreational Facility, located at 2942 S. Lions Circle, Big Lake, Alaska, 99652, and parking lot, located at 2863 S. Lions Circle, Big Lake, Alaska, 99652, hereby referred to as the **FACILITY AND GROUND USE SITE PERMIT**.

Property Legal Description:

Lot 1, Block 6 and Lot 1, Block 5, Fisher's "Y" Subdivision, according to plat 79-440, in the Palmer Recording District, Third Judicial District, State of Alaska.

The parties mutually agree as follows:

1. The PERMITTEE is allowed to use the upstairs small conference room for Big Lake Lions Club meetings once a week. PERMITTEE is allowed to store PERMITTEE related stuff in the cabinets located in the upstairs small conference room and allowed to secure cabinets with a lock. PERMITTEE is allowed to hang club plaques/awards on the wall in the upstairs small conference room. PERMITTEE shall notify the BOROUGH of the club meeting dates by the first of each year.
2. The PERMITTEE is allowed to use the facility for four (4) Big Lake Lions Club fundraising events per year. PERMITTEE shall notify the BOROUGH of fundraising dates by the first of each year.
3. The PERMITTEE will have exclusive use of the conex located behind the facility for storage of PERMITTEE'S fundraising equipment and allowed to secure conex with a lock.
 - a. The exclusive use of the conex does not include the shed area.
 - b. The BOROUGH does not provide any services whatsoever to the conex including, but not limited to, utilities, security, and maintenance.
4. The term of the permit is a five-year (5) period ending on _____, 2030. Reissuance is not automatic and at the end of the term, the BOROUGH will require the PERMITTEE to apply for a new permit.
5. The BOROUGH and the PERMITTEE shall have the right, upon thirty (30) days' written notice to cancel the FACILITY AND GROUND USE SITE PERMIT. If the Big Lake Lions Club, Inc. is dissolved the FACILITY AND GROUND USE SITE PERMIT will be terminated. Any fixtures, improvements, and personal property belonging to the PERMITTEE shall be removed within the thirty (30) days.

If the PERMITTEE fails to remove the fixtures, improvements, and personal property at the end of the thirty (30) days where no extension has been granted, or at the end of such other period authorized by the BOROUGH, PERMITTEE shall be in trespass and such fixtures, improvements, and personal property shall be deemed unauthorized and subject to removal by the BOROUGH.

If the PERMITTEE fails to perform after the expiration of the permit, or any extension granted, the BOROUGH shall seek remedy for any expenses incurred for the PERMITTEE'S failure to perform.

6. The PERMITTEE hereby guarantees and assumes full and exclusive responsibility for all damages or losses to the property, fixtures, and equipment belonging to the BOROUGH if caused by PERMITTEE or staff, agents, or guests during the term of the occupancy. Any and all repairs will be done by a properly licensed, bonded, and insured contractor preapproved by the BOROUGH. The PERMITTEE shall be responsible for any and all costs associated with repairs to the facility and replacement of borough furnishings or equipment in said facility.
7. The PERMITTEE hereby guarantees and assumes full and exclusive responsibility for the safety of persons and property, without limitation, and members of the public engaged in activities with PERMITTEE at the FACILITY AND GROUND USE SITE.
8. The PERMITTEE will comply with all permit stipulations and regulations established by the BOROUGH. The BOROUGH reserves the right to eject any person from the FACILITY AND GROUND USE SITE for any reasonable reason at the sole and absolute discretion of the BOROUGH.
9. The PERMITTEE has the responsibility to inspect the facility, and the ground use site for defects and should immediately bring any deficiencies to the attention of the BOROUGH.
10. The PERMITTEE shall maintain and in force at all times during the term of the permit, the minimum insurance coverage as outlined in Appendix 1.
11. The PERMITTEE shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents, and employees harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. The PERMITTEE shall be responsible under this clause for any and all legal actions or claims of any character resulting from injury, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules, or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person or property arising from the PERMITTEE'S officers, agents, employees, invitees, licensees, partners, attorneys, suppliers, subcontractors, or volunteers performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the loss, failure, violation, or damages. The PERMITTEE shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or its employees.

12. The FACILITY AND GROUND USE SITE PERMIT fee is waived by the Matanuska-Susitna Borough Assembly pursuant to Ordinance _____.
13. The FACILITY AND GROUND USE SITE PERMIT will not be transferred to another account, person, or organization without the written permission of the BOROUGH.
14. The FACILITY AND GROUND USE SITE PERMIT does not convey any interest in the property.
15. The BOROUGH is not responsible for any lost, stolen, or misplaced personal items or equipment of the PERMITTEE.
16. The PERMITTEE agrees to abide by and follow the BOROUGH Administrative Code and Policies, which are components of this FACILITY AND GROUND USE SITE PERMIT.
17. PERMITTEE shall notify the BOROUGH in writing within seven (7) calendar days of any changes of address, contact person's name or other changes that may affect the Permit.
- a. Notices and General information regarding this permit may be sent to:
- | | |
|---|---|
| <u>Big Lake Lions Club</u> | <u>Matanuska-Susitna Borough</u> |
| Attn: William Haller and | Land and Resource Management |
| Sheri Hobson-Hill | Attn: Lisa Gray |
| P.O. Box 520048 | 350 E. Dahlia Avenue |
| Big Lake, AK 99652 | Palmer, Alaska 99645 |
| email: fishlessbill@yahoo.com | email: lisa.gray@matsugov.us |
| 907.841.8040 | 907.861.7848 (direct) |

Exhibits included with this agreement are:
Insurance Requirements, Appendix 1 (4-pages)

BIG LAKE LIONS CLUB, INC.



William Haller, Director

1-28-25

Date

ACKNOWLEDGEMENT OF PERMITTEE

State of Alaska)
) ss.
Third Judicial District)

On this 28th day of January 2025, William Haller, personally appeared before me,

_____ who is personally known to me
X _____ whose identity I proved on the basis of AK DL
_____ whose identity I proved on the oath/affirmation of _____

a credible witness and acknowledged that he signed the Matanuska-Susitna Borough Facility and Ground Use Site Permit for the purposes intended and as authorized on behalf of the Big Lake Lions Club, Inc.

[Seal]



Lisa Gray
Notary Public for State of Alaska
My commission expires: 1-11-28

MATANUSKA-SUSITNA BOROUGH

WM
Michael Brown, Manager

1/30/25
Date

ACKNOWLEDGEMENT OF THE BOROUGH

State of Alaska)
) ss.
Third Judicial District)

On this 30 day of January 2025, Michael Brown, Manager of the Matanuska-Susitna Borough, who is personally known to me, appeared and acknowledged before me that he signed the Matanuska-Susitna Borough Facility and Ground Use Site Permit on behalf of the municipal corporation.

[Seal]



Mary Miller
Notary Public for State of Alaska
My commission expires: 10/26/2028

Appendix I

Insurance Requirements for Permittee

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Permittee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Permittee's operation and use of the facility and grounds associated with the Agreement. The cost of such insurance shall be borne by the Permittee.

It is highly recommended that the Permittee confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 (or most current state approved equivalent) covering CGL with limits no less than **\$1,000,000** per occurrence, \$2,000,000 aggregate including but not limited to:

Personal Injury/Advertising Injury	\$1,000,000
Products and Completed Operation Aggregate	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

2. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Permittee shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence. This is necessary for all users of Borough facilities where minors are present.
3. **Business Automobile Liability:** ISO Form Number CA 00 01 (or most current state approved equivalent) covering any auto (Symbol 1), or if Permittee has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with a combined single limit of \$1,000,000 per accident.
4. **Workers' Compensation & Employer Liability:** Workers' Compensation as required by the State of Alaska, with Statutory Limits. Permittee shall ensure that, with respect to all personnel utilizing the facility and grounds, Permittee shall maintain in effect at all times during the term of this contract, coverage or insurance in accordance with the applicable laws relating to workers' compensation and Employers' Liability Insurance, regardless of whether

such coverage or insurance is mandatory or merely elective under law. Permittee shall carry Employers' Liability insurance with limits of not less than:

\$1,000,000 Bodily Injury by Accident – Each Accident Limit

\$1,000,000 Bodily Injury by Disease – Policy Limit

\$1,000,000 Bodily Injury by Disease – Each Employee.

If the organization has no employees or paid volunteers, please see the waiver request process listed under "other insurance provisions" below.

If the Permittee maintains broader coverage and/or higher limits than the minimums shown above, the Borough requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Borough.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Borough, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of negligence of the user during the use of the facilities or grounds. General liability coverage can be provided in the form of an endorsement to the Permittee's insurance at least as broad as ISO Form CG 20 12, CG 20 10 or BP 04 48 (or the most current state approved form or its equivalent may be used). The name and address for Additional Insured endorsements and Certificates of Insurance is:

Matanuska-Susitna Borough
350 E. Dahlia Ave.
Palmer, AK 99645

Primary Coverage

For any claims related to this contract, the **Permittee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 (or most current state approved form or its equivalent) as respects the Borough, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Borough, its officers, officials, employees, or volunteers shall be excess of the Permittee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Permittee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the

Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Permittee's primary and excess liability policies are exhausted.

Notice of Cancellation

Any lapse in insurance coverage, any change that restricts, reduces insurance provided, or changes name of insured without Borough approval is a material breach of this agreement, which shall result in the immediate termination of this agreement. Written notice of 60 days is required and should be mailed by the Permittee to the attention of the Borough Land Management Officer. If cancellation is for non-payment of premium, 20 days' notice shall be provided as required by Alaska Statute.

Waiver of Subrogation

Permittee hereby grants to Borough a waiver of any right to subrogation which any insurer of said Permittee may acquire against the Borough by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Borough has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and accepted by the Borough. The Borough may require the Permittee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Borough. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Borough. Any and all deductibles and SIRs shall be the sole responsibility of Permittee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Borough may deduct from any amounts otherwise due Permittee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Borough reserves the right to obtain a copy of any policies and endorsements for verification.

Insurance Waiver Request

A request for a waiver for not carrying a specific type of required insurance must be made on official letterhead to the Borough Risk Manager, with appropriate supporting documentation if applicable, including a description of circumstances sufficient to show why compliance is impossible. Permittee shall submit: a) certificate of insurance; and b) a letter requesting a waiver if certificate does not show evidence of a particular required insurance. Upon review/evaluation from the Borough's Office of Risk Management, the Permittee will be notified of the approval or denial of a waiver request, or request additional information or documentation as necessary.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Borough.

Verification of Coverage

Permittee shall furnish the Borough with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Endorsements pages are to be received and approved by the Borough before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Permittee's obligation to provide them. The Borough reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Borough reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Certificates and Endorsements should be mailed to:

Matanuska-Susitna Borough
Attention: Finance/Risk Administration
350 E. Dahlia Ave.
Palmer, AK 99645

Or via email to Finance.Admin@matsugov.us

Special Risks or Circumstances

Borough reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ALASKA GENERAL BILL OF SALE

(FOR PERSONAL PROPERTY)

1. THE PARTIES

THE SELLER

NAME: Big Lake Lions Club, Inc.

ADDRESS: P.O. Box 520048, Big Lake, Alaska 99652

THE BUYER

NAME: Matanuska-Susitna Borough, a municipal corporation

ADDRESS: 350 E. Dahlia Avenue, Palmer, Alaska 99645

2. PROPERTY DETAILS

Personal Property located at the Big Lake Lions Recreation Center (2942 & 2863 S. Lions Circle, Big Lake, Alaska, 99652) as described in attached Exhibit A.

3. TRADE/PURCHASE PRICE

Seller accepts monetary funds in the amount of Ten Dollars (\$10.00) to be paid at the time of closing of the real property sale per the Cash Sale Purchase Agreement dated January 30, 2025.

4. SELLER(S) DISCLOSURE

SELLER DECLARES THE FOLLOWING STATEMENTS ARE TRUE AND HE/SHE:

- Has verified that the Personal Property details are correct and true;
- Is the lawful owner of the Personal Property and has the legal right to sell; and
- Has no knowledge of defects in the Personal Property; and
- Assumes no responsibility after the transfer of ownership has taken place;

5. SIGNATURE AREA

As of this 30 day of January, 2025 the buyer and seller agree to the above-described terms and conditions for the sale of the Personal Property.

THE SELLER

Big Lake Lions Club, Inc.

William Haller

Name: William Haller

Its: Director

SELLER'S ACKNOWLEDGEMENT

STATE OF ALASKA)
)ss.
Third Judicial District)

On this 28th day of January, 2025, before the undersigned, a Notary Public in and for the State of Alaska, personally appeared, William Haller, its Director, respectively, of Big Lake Lions Club, Inc, known to me to be the identical individuals who executed the forgoing instrument, and they acknowledged to me that they executed the same as the free and voluntary act of said club, with the full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]



Lisa Gray
Notary Public for State of Alaska
My commission expires: 1-11-28

THE BUYER

Matanuska-Susitna Borough

Michael Brown

Michael Brown, Borough Manager

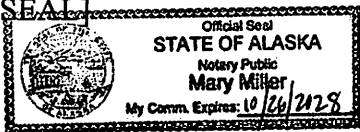
BUYER'S ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 30th, day of January, 2025, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Michael Brown, the Borough Manager of the Matanuska-Susitna Borough, known to me to be the person who acknowledged the he executed the foregoing instrument on behalf of the municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]



Mary Miller
Notary Public for State of Alaska
My commission expires: 10/26/2028

Exhibit A

Front Stairwell

ITEM	MAKE	MODEL	SERIAL /		VALUE
			VIN	QTY	
Folding Table	6'		N/A	2	
Folding Table	4'		N/A	2	
Propane Tank	32lb			1	
Office Chair				2	
Bar Stool				1	
Figure Skates	Various Sizes	Tan - Resale	~15-20 pair		
Carpet tiles				17 boxes	

Exhibit A

Front Office

SERIAL /						
ITEM	MAKE	MODEL	VIN	QTY	VALUE	NOTES
Table	Folding	6'		2		
TV	Phillips	42" Flat Screen		1		
Chair		Office		15		
Mini Fridge*	Pepsi			1		
Mini Fridge	Kenmore			1		
Storage Cabinet	White	5-Shelf		1		
Misc Supplies				5 Shelves		Ice cleats, rags, cleaning supplies, coffee cup lids, disposable socks, etc.
Skate Sharpener	Sparx	PS100	18091100020	1		
Skate Sharpener	Sparx			1		Spare
Kitchen						Includes misc. accoutrements & supplies
Scoreboard Control Panel				1		
Vacuum	Dyson	Cordless		1		
Computer	Dell	Tower		1		
Monitor	Dell	~20"		1		
Printer	Canon			1		

*Pepsi vending machine and Pepsi cooler in office belong to Pepsi Company.

Exhibit A

Foyer

ITEM	MAKE	MODEL	SERIAL / VIN	QTY	VALUE
Shoe Cubby				6	
Vending Machine *				2	
Microwave				1	
Rolling Cart	Beverage			1	
Snow Shovel	Various			2	
Squeegee				2	
Chairs				4	

* Pepsi vending machine and Pepsi cooler in office belong to the Pepsi Company.

Exhibit A

Ice Rink

ITEM	MAKE	MODEL	SERIAL / VIN	QTY	VALUE
Trash Can	Large			~12	
Goal Net	Regulation			4	
Goal Net	Junior			2	
Sweeper	Industrial			1	
Fan	Large Floor			11	
Fan	Squirrel			8	
Fan	Small Floor			4	
Heater	Patio Standing			2	
Grill	Gas			1	
Wheel Barrow				2	
Rubber Mats				4 Pallets	
Forklift	Toyota			1	
Scissor Lift				1	
Speaker	Large Industrial			2	
Floor Scrubber	Advance	Advenger		1	
Chair (Metal folding chairs are in poor shape and may need to be removed from service.)	Folding	Metal		35	
Corn Hole Set				1	
Mini Golf Clubs		Various Sizes			

Exhibit A

Utility Room

ITEM	SERIAL /			QTY	VALUE
	MAKE	MODEL	VIN		
Air Compressor		4HP		1	
Air Compressor Hose				2	
Restroom Tile				2 boxes	
Cable				3 spools/rolls	
Electical Wire				2+ spools	
Shelf		7-Tier		1	
Chair		Office		5	
Fire Suppression System				1	
Induction Motor				1	

Exhibit A

Upstairs Meeting Room and Small Conference Room

ITEM	MAKE	MODEL	SERIAL / VIN	QTY	VALUE	NOTES
Cart	Rolling			1		
Table	Folding	6'		4		
Table	Folding	8'		19		
Vacuum				2		
Carpet Cleaner				1		
Various Concession Supplies						Cups, lids, paper plates, napkins, bowls, etc.
Chair	Folding	Plastic		~200		
Scaffold Platform	Rolling			1		
Stage	Folding			1		
PA Sound System				1		
Podium				1		
Microphone w/ Stand				2		
Microphone	Tabletop			4		
TV	Sharp	60" Flat Screen		1		
Sound Bar w/ Sub				1		
Tables and Chairs in Small Conf. Rm.						

Exhibit A

Upstairs Broom Closet

ITEM	MAKE	MODEL	QTY	VALUE	NOTES
Mop Bucket			1		
Mop			3		
Broom					
Cleaning Supplies					Various agents, rags, paper towel, etc.
Restroom Supplies					TP, paper towels, soap, etc.

Exhibit A

Zamboni Room

ITEM	MAKE	MODEL	SERIAL		QTY	VALUE	NOTES
			/	VIN			
Tool Chest	Husky	5-Drawer Tabletop			1		Full of various hand tools
Tool Chest	Husky	4-Drawer Rolling			1		Full of various hand tools
Parts Chest		33-Drawer			1		Various small parts/bits/screws/bolts et.
Shelf		5-Tier			1		
Maintenance Parts							Various small replacement parts (wires, small motors, cables, etc.)
Work Bench		7' Wooden			1		
Screwdriver Set w/ Bits		50 piece			1		
Screws/Bolts							Various, several boxes
Battery Charger	DeWalt				2		
Midge Grinder	Delta	23-680	P8816		1		
Battery Charger		200 amp					
Cleaning Agents							Various for tools, parts, lubricants, etc.
Power Cords		Extension					Various
Zamboni	Zamboni	500	2829	1			
Power Lawn Edger		Gas		1			
Glass Buffer/Cleaner		Electric					w/ buffing liquid/pads
Lightbulbs							Various replacement bulbs for building, emergency lights, etc.
Fan		Industrial		Several			
Mats	Floor Runners			Several			For protecting ice during events
Hand truck/dolly				3			
Pressure Washer				1			
Water Hose				Several			
Propane Tank		32lb		5			
Shelf	5-Tier	Metal		2			
Mini Tool Chest		3-Drawer, seated, rolling		1			

Exhibit A

SERIAL						
ITEM	MAKE	MODEL / VIN	QTY	VALUE	NOTES	
Zamboni	Zamboni	500	3370	1		Short pipe to fit in shed
Turf	Mini Golf					
Pickle Ball Court Set				2		
Mini Golf Course	18-Hole			1		
Hi-Viz Safety Pylons				~40+		
Hi-Viz Net						
2-Wheel Utility Trailer				1		
55-Gal Drum	Plastic	Blue		1		
55-Gal Drum	Metal	Black		1		
30-Gal Drum	Plastic	Black		1		
Cardboard Baler				1		Back of Main Building

Exhibit A

Kitchen

ITEM	MAKE	MODEL	SERIAL / VIN	QTY	VALUE
24" floor fan				1	
Cleaning supplies					
Misc Disposable Food Service items					
Bunn carafe warmer				1	
Bunn Commercial coffee maker				1	
Large condiment dispenser				1	
Toaster oven				1	
Commercial microwave				1	
Hot dog roller/warmer				1	
3 pot crockpot warmer				1	
Refrigerated Food Prep counter				1	
Pretzel warmer				1	
Ice Machine				1	
Stainless steel rolling counters				6	
Hand wash station				1	
3-door refrigerator				1	
Food tray storage rack				1	
Mini Cooler - for water bottles and soft drinks				1	
2-door freezer				1	
Vulcan roasting oven				2	
Vulcan oven				2	
Industrial baking sheet				50	
Commercial meat slicer				1	
Catering hot pan with butane				2	
Industrial soup pot				1	
Dish washing station - 3 sink				1	
Commercial steel cooking pan				30	
Mixing bowls/serving bowls				15	
Commercial Coffee jugs				1	
Commercial beverage container 10 gal				1	
Warming lights (food)				1	
3 drawers of cooking utensils				1	
Industrial exhaust fan				3	
Large soup pots with strainers					



60
MATANUSKA-SUSITNA BOROUGH
Community Development
Land & Resource Management Division
350 East Dahlia Avenue
Palmer, Alaska 99645

RECEIVED

FEB 21 2025

Community Development

110
Randy Newcomb
West Lakes FSA #136
PO Box 521493
Big Lake, AK 99652

MATANUSKA-SUSITNA BOROUGH
PUBLIC NOTICE

Type: Acquisition (MSB008139)

Tax ID: 51783B06L001 & 51783B05L001

The Matanuska-Susitna Borough (Borough) Assembly directed the Borough Manager to negotiate and enter into an agreement to acquire the Big Lake Lions Club Recreation Center and parking lot (Reso 24-114) located at 2942 & 2863 S. Lions Circle. The Big Lake Lions Club (Club) is ready to release the facility and asked the Borough look at the facility and consider taking over the ownership and operations. The facility primarily operates as an ice arena. Ice is only maintained when natural freezing would allow and is possible 4-5 months of the year, depending on weather conditions. When outside temperatures are too warm to maintain ice, turf is applied or removed to allow for non-ice activities including, but not limited to roller hockey, other roller skating, bazaars, wrestling, mini golf, pickleball and open play equipment. The arena has four locker rooms, restrooms, rental skate facility, conference room, mechanical room, Zamboni room, a two-room office, a second-floor mezzanine and a commercial kitchen. The mezzanine meeting space with kitchen allows the facility to be used for other large gathering events of up to 50-75 people. This space is used for community meetings, small weddings, showers and fundraisers. The 2024 Borough tax appraised value of the facility is \$3,508,100 and the Club is offering the property for \$400,000. The agreement is contingent on Borough Assembly approval and appropriation of funds for the purchase.

Supporting material is available for public inspection by appointment only during normal business hours on the 2nd floor of the Borough Building in the Land & Resource Management office or visit the Public Notice Section on the Borough's web page, www.matsugov.us. Public comment is invited on this request. If you have any comments please mail or deliver them to the Borough offices at the address indicated above no later than **March 4, 2025**. If you have questions about this request or would like to schedule an appointment to view supporting materials, call Lisa Gray at 907-861-7848 between 8 am - 5 pm or you can send an e-mail to: LMB@matsugov.us (please refer to MSB008139 Big Lake Lions Club Recreation Center when submitting comments).

Comments: I DO NOT APPROVE OF THIS SITE. I FEEL
THE BOROUGH DOES NOT NEED ANOTHER OLD BUILDING
TO PUSH MY TAX DOLLARS INTO.

Signature: 

(If you need more space for comments please attach a separate sheet of paper.)
*This public notice & request for comments is in compliance with MSB Code 23.05.025

IM No. 25-084
Ordinance No. 25-048

Lisa Gray

From: Sarah Thomas
Sent: Friday, February 7, 2025 9:54 AM
To: Lisa Gray
Subject: Fw: Big Lake Lions Club Recreation Center MSB008139

~Sarah Thomas
Administrative Specialist
Recreation & Library Services

Matanuska-Susitna Borough
350 E Dahlia Ave
Palmer, AK 99645
(907) 861-7631

From: John Rodda <johnawg@gmail.com>
Sent: Thursday, February 6, 2025 8:45 AM
To: Land Management <LMB@matsugov.us>
Subject: Big Lake Lions Club Recreation Center MSB008139

[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]
Attention: Lisa Gray

I applaud the Matanuska-Susitna Borough for their interest in acquiring the Big Lake Lions Recreation Center and taking over the ownership and operations. I am quite familiar with the facility and its operation having worked with Bill Haller since the original concept and design were initiated. The facility has served the Big Lake and surrounding areas very well, but as we all know, volunteers can only do so much. This is a huge opportunity to enhance the facility presence, and expand its services.

I strongly encourage and fully support the Matanuska-Susitna Borough acquiring the Big Lake Lions Recreation Center, and the continuance of public services for the future.

Sincerely,

John Rodda
Big Lake Property Owner