



RESOLUTION 2024-02

A Resolution Establishing a Use Agreement with the Pioneers of Alaska, Igloos #35 and #19, for Utilization and Maintenance of the Pioneer Park and Pioneer Pavilion

WHEREAS, the Pioneers of Alaska, Men's Igloo #35 and Women's Igloo #19, have used the Pioneer Park for recreational purposes since the nineteen nineties; and

WHEREAS, the State of Alaska, Department of Natural Resources, deeded the patent of Pioneer Park (Alaska State Land Survey No. 2018-20) to the City of Delta Junction on May 25, 2021 (Plat No. 2021-54);

WHEREAS, the City will allow the Pioneers to use the Pioneer Park in a manner similar to the way it has been used, pursuant to the terms and conditions of the Agreement (attached); and

WHEREAS, it has been determined that this use will serve the public interest and enhance the quality of life for area residents and visitors to our community; and

WHEREAS, the parties hereto wish to memorialize within this Agreement their specific agreements related to the use and maintenance of the Pioneer Park.

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises set forth in the attached Agreement.

1. The City agrees to enter into a Use Agreement for the Pioneer Park and the Pioneer Pavilion on the terms and conditions described in the attached Use Agreement.

2. The Mayor is authorized to execute the Agreement on behalf of the City.

3. This resolution shall take effect immediately upon adoption on this 2nd day of July, 2024.

CITY OF DELTA JUNCTION

ROLL CALL	YES	NO	EXCUSED	ABSTAIN
Seat A: Leith				
Seat B: Rawson				
Seat C: Prestegard				
Seat D: Zaremba				
Seat E:				
Seat F: Hallgren				
Seat G: Riesner				

Igor Zaremba, Mayor

ATTEST

Pat White, City Clerk

**USE AGREEMENT
PIONEER PARK**

CITY OF DELTA JUNCTION, ALASKA
P.O. Box 229
Delta Junction, Alaska 99737

referred to as “City” in this Use Agreement (the “Agreement”), and

PIONEERS OF ALASKA
Men’s Igloo #35 and Women’s Igloo #19
P.O. Box 445
Delta Junction, Alaska, Alaska 99737

referred to as “Pioneers” in this Agreement, recite and declare that:

1. **OWNERSHIP of PIONEER PARK AND PIONEER PAVILION.** The Park (land) is owned by the City. The Pioneers agree to transfer ownership of the Pioneer Pavilion, as described in the attached plot plan, to the City.
 - a. The City agrees to fully insure the land and the building(s) as described in attached diagram.
 - b. The Pioneers agree to reimburse the City for the cost of the building premiums upon billing by the insurance vendor.

2. **USE OF THE PARK.** Subject to the rules set forth in City of Delta Junction Code of Ordinances, Sections 6.30.010 - 6.30.210, Park Rules:
 - a. The Pioneers shall have non-exclusive use of the Park (land) during the term of this Agreement to hold events and to store a 40-foot Connex (and other associated storage units) on the Park property.
 - b. The Pioneers shall allow use of the Park (land) by the public as a public park and shall be responsible for enforcing Park Rules.
 - c. The Pioneers shall have exclusive use of the Pioneer Pavilion during the term of this Agreement.

3. **SCHEDULING OF THE PARK.** The Pioneers shall be responsible for all scheduling of public and private events at the Park, as a delegation of the reservation authority granted under City Code Section 6.30.170. The City shall refer all persons interested in reserving any or all of the Park to the Pioneers.

4. **MAINTENANCE AND OPERATIONS.** The Pioneers shall be responsible for all repairs and maintenance in the Park. Minor maintenance of buildings, signs, and access driveways is preapproved.

5. **IMPROVEMENTS.** Neither the Pioneers nor any of their agents or contractors may make any improvements or changes to the Park except upon receiving prior written consent from the City.

6. **TERMS AND TERMINATION.** Unless terminated sooner, the term of this Agreement shall be for a total of thirty (30) years beginning May 1, 2024 and ending on April 30, 2054 (“Term”). This Agreement may be terminated by either party upon sixty (60) days written notice for an uncured breach of this Agreement. This Agreement may be terminated at any time by mutual agreement of both parties.

7. **INSURANCE AND RESPONSIBILITY FOR DAMAGE.**

a. The City shall maintain insurance as follows:

- i. Property insurance on the Park (land)
- ii. Full replacement value insurance on the Pioneer Pavilion, deductible of \$10,000.00
- iii. Public liability insurance covering the operation, use (including use by the public), and other responsibilities with respect to the Park
- iv. Insurance shall have limits of not less than \$1,000,000.00 per incident and \$2,000,000.00 in the aggregate

b. The Pioneers shall be responsible for building contents and personal property located in the Park.

8. **INDEMNIFICATION.** To the maximum extent allowed by law, the Pioneers shall indemnify, defend, and hold the City, its officers, employees, and agents (collectively the “Indemnified Parties”) harmless from all liability, claims, causes of action, and costs (including attorney’s fees) arising out of this Agreement or relating to the obligations assigned or work performed in this Agreement including, but not limited to, liability, claims, and causes of action alleging or arising out of a negligent act or omission by one of the Indemnified Parties. Notwithstanding the foregoing, the Pioneers shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from:

- a. claims for personal injury, death, or property damage arising from incidents occurring prior to the Pioneers’ occupancy of the Park; or
- b. claims for personal injury, death, or property damage alleging negligent act or omission by one of the Indemnified Parties which directly caused the injury, death or property damage.

9. AMENDMENT OF AGREEMENT. This Agreement may only be modified or amended by written agreement signed by both parties.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this Agreement.

11. CITY COUNCIL APPROVAL. Notwithstanding the starting date set forth, the Term of this Agreement shall not begin until it has been approved by the City Council of the City. Delayed approval of the City Council beyond the starting date set forth in Section 6 shall not extend the ending date of the Term set forth in Section 6.

DATED as of the first date set forth above.

CITY OF DELTA JUNCTION

By: _____
Igor Zaremba, Mayor

PIONEERS OF ALASKA

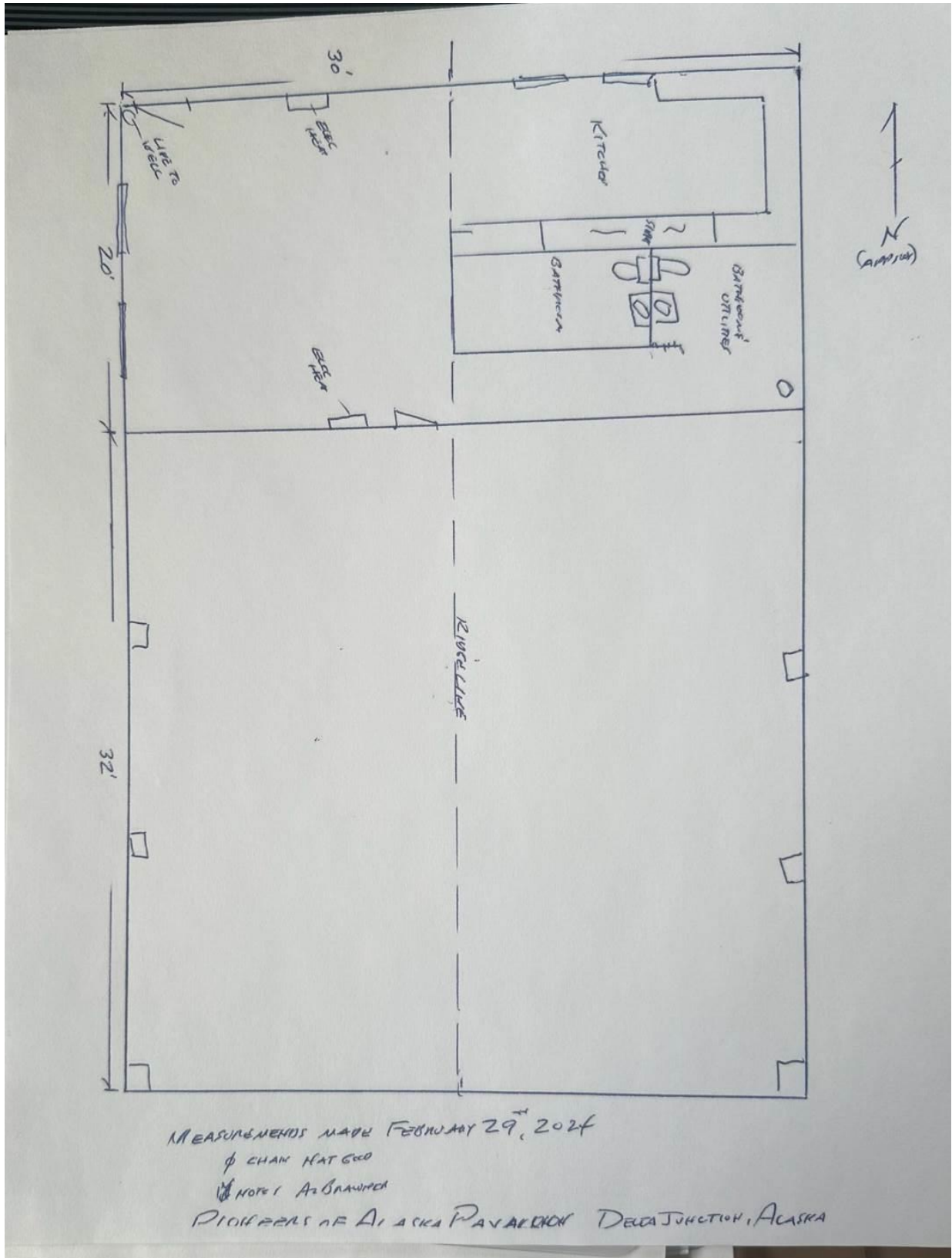
By: _____
Nathaniel Good, President
Men’s Igloo #35

PIONEERS OF ALASKA

By: _____
Ruth Benson, President
Women’s Igloo #19







MEASUREMENTS MADE FEBRUARY 29TH, 2024

φ CHAN HAT GOO

☼ NORTON A. BRAUNER

PROJECTS OF ALASKA PARALELON DELTA JUNCTION, ALASKA