

ARTICLE III. GOLDEN HEART PLAZA

Sec. 70-96. Purpose and policy.

- (a) In this article there are set forth the findings, purposes and policies of the city with respect to that parcel of land owned by the public and managed by the city known as the Golden Heart Plaza.
- (b) Golden Heart Plaza is an historical landmark that preserves for public use and enjoyment the original townsite of the city, chartered by the Territory of Alaska as "a first class Home Rule City" on November 10, 1903.
- (c) Golden Heart Plaza over the past several years, through a partnership of volunteers from the private sector and government investment both local and state, has become a primary attraction and major asset of historic old town Fairbanks.
- (d) Golden Heart Plaza is a "people place," a shrine where many come to remember and to honor family, friends, events and ways of yesterday.
- (e) Golden Heart Plaza with its beautiful trees, shrubs, flowers, memorable historical vignettes, Statehood Time Capsule, commemorative Rotary Clock/Carillon, and Malcolm Alexander's great foundation sculpture, "The Unknown First Family," annually attracts many thousands of visitors from all of Alaska, from North America, and the world.
- (f) Common sense dictates that in using Golden Heart Plaza extensively by the people, conduct at all times by residents and visitors be acceptable to other users and viewers—never offensive or in poor taste.
- (g) Golden Heart Plaza is a highly valued community, regional and state asset of historical significance.
- (h) The city shall develop and adopt policy guidelines to ensure proper maintenance, use, enhancement and preservation of Golden Heart Plaza in perpetuity.

(Code 1960, § 2.800)

Sec. 70-97. Common uses encouraged; laws to be strictly enforced; improper uses; signage.

- (a) The common use of Golden Heart Plaza by individuals and families for such things as picnics, weddings, patriotic or religious ceremonies, cultural and educational activities, folk dancing, dramatics, music, celebrations and the like shall be actively encouraged.
- (b) All local and state laws relating to inappropriate conduct within the plaza, including such offenses as disorderly conduct, or any other conduct resulting in damage, defacement or destruction of public property, shall be strictly enforced.
- (c) The use of skateboards, bicycles, roller skates, and other wheeled or tracked vehicles, with the exception of baby carriages and wheelchairs, within the plaza shall be prohibited.
- (d) Appropriate signage shall be developed and placed within the plaza for informational purposes and for providing direction on improper use of the Golden Heart Plaza.

(Code 1960, § 2.801)

Sec. 70-98. Golden Heart Plaza events schedule and cleaning deposit.

- (a) The city shall maintain a schedule of events and activities taking place in the Golden Heart Plaza and shall collect a refundable cleaning deposit of \$100.00 for each event from each commercial vendor and each organization sponsoring a commemorative event to ensure the appropriate cleanup of Golden Heart Plaza following use by such vendors or organizations during a commemorative event.
- (b) The city may delegate to any designated party the responsibility of maintaining a schedule of events and activities taking place in the Golden Heart Plaza and of collecting the refundable cleaning deposit, determining that there has been an appropriate cleanup, and refunding the deposits as appropriate.

(Code 1960, § 2.802)

Sec. 70-99. Commercial vendor policy for Golden Heart Plaza.

- (a) The use of Golden Heart Plaza by commercial vendors shall be limited to a period not to exceed the duration of scheduled commemorative events as may be scheduled through the city or any designated party.
- (b) The use of the north side of First Avenue from Lacey Street to Cushman Street for operation by commercial vendors shall be limited to a period not to exceed one day during such commemorative events as may be scheduled through the city or any designated party.
- (c) The use of the Chena River dock located in Golden Heart Plaza for commercial purposes shall be prohibited.

(Code 1960, § 2.803)

Secs. 70-100—70-130. Reserved.

EXHIBIT "A" to ORDINANCE NO. 6073**REAL ESTATE LEASE**

THIS LEASE, made and effective as of the 14th day of APRIL 2018, by the City of Fairbanks, a municipal corporation of the State of Alaska, with address of 800 Cushman Street, Fairbanks, Alaska 99701, hereinafter called Lessor, and FESTIVAL FAIRBANKS, INC., with address of 514 Second Avenue, Fairbanks, Alaska 99701, hereinafter called Lessee.

WHEREAS, the City of Fairbanks, as trustee for the public, and pursuant to Ordinance 6073, hereby authorizes lease of the property described below, under the conditions stated.

NOW THEREFORE, Lessor and Lessee, in consideration of the rent specified and of the mutual covenants and agreements expressed herein, agree as follows:

1. **Lease of Property.** The Lessor leases to Lessee, and Lessee leases from Lessor, the real property located at Fairbanks, Alaska, more particularly described as follows:

Lots 3 and 4, Block 4, Fairbanks Townsite, also known as "Golden Heart Plaza", and the improvements thereon, as shown on the attached "Lease Exhibit 1 of 1".

2. **Term.** The term of this Lease shall be for three years, beginning APRIL 14, 2018 and ending APRIL 13, 2021.

3. **Option.** This lease may be renewed for one additional year, at the sole discretion of the Mayor.

4. **Use.** Lessee shall use the Property in compliance with Fairbanks General Code of Ordinances Sections 70-96 through 70-99, "Golden Heart Plaza."

5. **Rent.** As compensation for use of the Property during the life of this lease, Lessee shall pay the sum of One Dollar (\$1.00) per year, paid in advance. Payments will be made at Lessor's Office of the City Clerk, 800 Cushman Street, Fairbanks, Alaska 99701.

6. **Prohibited Uses.** Lessee shall not use or permit the use of the Property or any part thereof in violation of any applicable law, ordinance, or regulation.

7. **Maintenance and Expenses.** Lessee shall perform routine cleaning associated with the leased Property proper, keeping the Property in a clean, safe condition, free of litter and debris. Lessee shall notify Lessor of hazards or safety concerns on or about the Property in a timely manner. Lessor shall provide repairs or alterations as it deems necessary, at its expense.

8. **Termination.** In the event of Lessor's sale or redevelopment of the property, Lessee's rights hereunder shall terminate, and Lessee shall vacate within 60 days of written notice.

9. Exculpation and Indemnity.

- a. **Exculpation of Lessor:** Lessor shall not be liable to Lessee for any damage to Lessee or Lessee's property from any cause. Lessee shall bear all risk of loss as to all personal property of the Lessee stored or remaining on or near the Property, including without limitation, inventory, equipment, fixtures, and employees' personal effects.
- b. **Indemnity:** Lessee shall defend and hold the Lessor harmless from all damages arising out of any damage or injury to any person or property occurring in, about, or on the Property.
- c. **Public Liability and Damage Insurance:** Lessee at its sole cost shall at all times maintain public liability and damage insurance with a single combined liability limit of \$1,000,000, insuring against all liability of Lessee and its authorized representatives arising out of and in connection with Lessee's use or occupancy of the Property.

All public liability insurance and property damage insurance will insure performance by Lessee of the indemnity provisions provided herein. Lessor shall be named as an additional insured.

10. Prevention of Waste and Nuisance. Lessee shall not use the Property in any manner that will constitute waste, nuisance, or unreasonable annoyance to Lessor or the owners or occupants of adjacent properties. Violation or breach under this section shall be determined at the sole discretion of the City Mayor.
11. Assignment and Sublease. Lessee shall not assign or sublet its rights under this Lease without written consent of Lessor, which consent shall be at Lessor's sole discretion.
12. Liens. Lessee shall keep the Property free from any liens, including without limitation those liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.
13. Consultation with Attorney. Lessee acknowledges that it has the right to review this Lease and all other documents relating to the Lease with its own attorney. Each party electing to have this Lease reviewed by an attorney shall bear the costs and expenses so incurred.
14. Right of Entry. Lessor and its agents and authorized employees, shall have the right to enter the rented Property to examine it and to make repairs, alterations, improvements, or additions, as Lessor may deem necessary or desirable during Lessee's business hours. All such entry shall be preceded by 72-hour advance notice to Lessee, except that immediate entry will be allowed in event of emergency, as determined by the City Engineer.
15. Default. Failure to occupy and operate the Property for two consecutive weekends or failure to perform any provision of this Lease shall constitute default by Lessee. Upon Lessee's

default, Lessor shall give Lessee 10 days notice to cure the default. No default notice shall be deemed a forfeiture or a termination of this Lease unless Lessor so elects in the notice.

16. **Notice.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, first class mail, addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address.
17. **Attorney's Fees.** If Lessor brings or maintains an action for enforcement of any of the covenants, terms, or conditions of this Lease, Lessee shall pay all costs incurred by Lessor for such action, including attorney's fees in the event Lessee is found to be at fault.
18. **Time of Essence.** Time is of the essence of each provision of this Lease.
19. **Successors.** This Lease shall be binding on the parties and their successors.
20. **Severability.** The unenforceability, invalidity, or illegality of any provision will not render the other provisions unenforceable, invalid, or illegal.

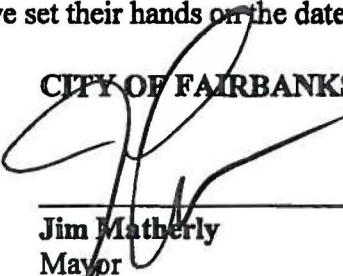
IN WITNESS WHEREOF, the parties hereto have set their hands on the date first written above.

FESTIVAL FAIRBANKS, INC.



Julie Jones
Executive Director

CITY OF FAIRBANKS, ALASKA



Jim Matherly
Mayor

(CITY SEAL)



ATTEST:



D. Danyielle Snider, CMC, City Clerk

ACKNOWLEDGMENT

State of Alaska)
) ss
Fourth Judicial District)

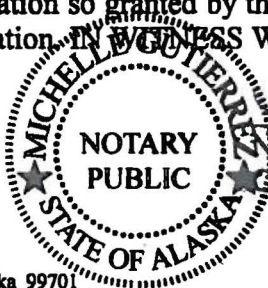
THIS IS TO CERTIFY that on this _____ day of _____ 2018 before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, personally appeared Jim Matherly, the Mayor of the City of Fairbanks, and D. Danyielle Snider, the City Clerk of the City of Fairbanks, the municipal corporation named in the foregoing instrument, and that they acknowledged before me that they executed the same for and on behalf of said municipal corporation. IN WITNESS, I have set my hand and seal.

NOTARY PUBLIC:
Commission Expires:

ACKNOWLEDGMENT

State of Alaska)
) ss
Fourth Judicial District)

THIS IS TO CERTIFY that on this 17 day of May 2018 before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, personally appeared Julie Jones of Festival Fairbanks, Inc., the Corporation named above, and she acknowledged to me that she executed the same for and on behalf of said Corporation as the Executive Director, under authority of said Corporation so granted by the Board of Directors, as the free and voluntary act and deed of said Corporation. IN WITNESS WHEREOF I have set my hand and seal the day.



NOTARY PUBLIC:
Commission Expires: with office

Return to:
Patrick Smith
City of Fairbanks
800 Cushman Street Fairbanks, Alaska 99701

EXTENSION OF LEASE

GOLDEN HEART PLAZA

WHEREAS, the City of Fairbanks, as Lessor, 800 Cushman Street, Fairbanks, Alaska 99701, executed a lease (the "Lease") dated April 14, 2018, to Festival Fairbanks, Inc., 514 Second Avenue, Fairbanks, Alaska 99701, as Lessee; and

WHEREAS, the real property subject to the Lease is described as Lots 3 and 4, Block 4, Fairbanks Townsite, records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, also known as "Golden Heart Plaza," and the improvements thereon; and

WHEREAS, the Lease granted under authority of Ordinance 6073 will expire on April 13, 2021; and

WHEREAS, the Lease provides for a one-year renewal at the sole discretion of the Mayor; and

WHEREAS, at request of Lessee, the Mayor has granted the one-year renewal mentioned above.


NOW THEREFORE

1. The Lease is hereby extended to April 13, 2022.
2. All terms and conditions of the original lease remain in effect.

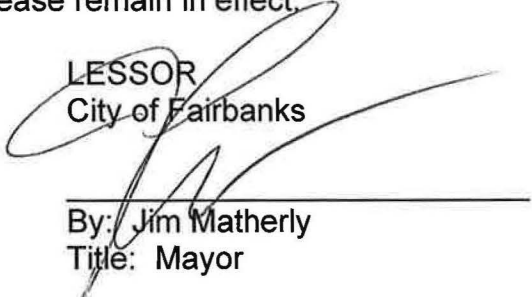
LESSEE
Festival Fairbanks


By: Julie Jones
Title: Executive Director


ATTEST:


D. Danyielle Snider, CMC
City Clerk

LESSOR
City of Fairbanks


By: Jim Matherly
Title: Mayor

APPROVED AS TO FORM:


Paul Ewers
City Attorney

