

Mayor Edna B. DeVries
Deputy Mayor Sabrena Combs
Council Member Julie Berberich
Council Member Richard W. Best
Council Member Steve Carrington
Council Member Brian Daniels
Council Member Jill Valerius

City Attorney Michael Gatti
City Clerk Norma I. Alley, MMC
City Manager John Moosey

City of Palmer, Alaska
City Council Meeting
April 27, 2021, at 7:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 21-027:** Authorizing the City Manager to Negotiate and Execute a New Lease Agreement with Michael J. Meekin dba Meekins Air Service and Diane M. Meekin for a New Lease on Lease Lot 28, Block 3, Palmer Municipal Airport Needed for the Purchase of Jeremy Gallagher's Hangar.....Page 3
 - b. **Action Memorandum No. 21-028:** Authorizing the City Manager to Negotiate and Enter into a One-Year Contract with Alaska Sure Seal Inc., in an Amount Not to Exceed \$99,450.00, for Road Striping and Crack Sealing of City Streets for 2021.....Page 39
2. Approval of Minutes of Previous Meetings
 - a. March 23, 2021, Regular MeetingPage 43

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Update by Alaska State Fair CEO Jerome Hartel or Director of Corporate and Community Partnerships Kelly LarsonPage 47
2. Update on Great Alaska Aviation Gathering by Alaska Airmen's Association Executive Director Abby Austin.....Page 49
3. Presentation of Proclamation Declaring May as Bike Month.....Page 53

F. REPORTS

1. City Manager's Report
 - a. Fair Parade Memorandum of AgreementPage 55
2. City Clerk's Report
3. Mayor's Report
 - a. National Day of Prayer ProclamationPage 57
 - b. Older Adults Month ProclamationPage 58
4. City Attorney's Report

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARING

1. **Ordinance No. 21-003:** Amending Palmer Municipal Code Title 5.32 Definitions, Enacting 5.32.030 Standards for Marijuana Businesses, and Enacting 5.32.040 Marijuana Businesses License ReviewPage 59

2. **Ordinance No. 21-004:** Amending Palmer Municipal Code to Add Retail Marijuana Establishments as a Permitted Use in Chapters 17.08 Definitions, 17.30 Central Business District, and 17.32 Commercial General and Adding Marijuana Cultivation, Testing and Manufacturing Facilities Establishments as a Permitted Use in Chapters 17.36 Industrial and 17.57 Agricultural....Page 105
3. **Resolution No. 21-015:** Authorizing the City Manager to Execute a Subdivision Agreement with Variances to Required Public Improvements for Subdivision Development as Outlined in Palmer Municipal Code Chapter 12.12 (**Quasi-Judicial Hearing**)Page 151
4. **Resolution No. 21-016:** Accepting and Appropriating the 2021 State of Alaska High Visibility Click It or Ticket Enforcement Grant 402PT-21-06-FA(A)-8 in the Amount of \$3,120.00 to be used for High Visibility Seatbelt Enforcement Activities by the Palmer Police Department.....Page 247
5. **Resolution No. 21-017:** Accepting a Loan from the Alaska Clean Water Fund (State Revolving Fund) in an amount not to exceed \$8,052,000.00 to Provide Interim Financing as Required by the United States Department of Agriculture, Rural Development Loan/Grant Program, for the Engineering, Construction, and Installation of Secondary Clarifiers at the Palmer Wastewater Treatment Plant Facility.....Page 251

I. UNFINISHED BUSINESS

1. **Action Memorandum No. 21-025:** Approving a Council Community Grant in the Amount of \$2,500.00 to Who Let the Girls Out Supporting the 2021 Event (Pending Motions)Page 255

J. NEW BUSINESS

1. **Action Memorandum No. 21-029:** Authorizing the City Manager to Negotiate and Execute a Five-Year Cooperative Fire Protection Agreement with the State of Alaska to Provide Fire Suppression Response and Assistance to the Division of Forestry with Regards to Wildland Firefighting EmergenciesPage 263

K. EXECUTIVE SESSION

1. Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Public Entity and Matter which by Law, Municipal Charter, or Ordinances are Required to be Confidential – Potential Litigation Attorney Client Communication: State of Alaska City of Palmer Dispatch Agreement (note: action may be taken by the council following the executive session)

L. RECORD OF ITEMS PLACED ON THE TABLE

M. AUDIENCE PARTICIPATION

N. COUNCIL COMMENTS

O. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
May 11	Regular	7 pm	
May 25	Regular	7 pm	
Jun 8	Regular	7 pm	
Jun 22	Special	6 pm	Audit Presentation
Jun 22	Regular	7 pm	

City of Palmer
Action Memorandum No. 21-027

Subject: Authorizing the City Manager to Negotiate and Execute a New Lease Agreement with Michael J. Meekin dba Meekins Air Service and Diane M. Meekin for a New Lease on Lease Lot 28, Block 3, Palmer Municipal Airport Needed for the Purchase of Jeremy Gallagher's Hangar

Agenda of: April 27, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Frank J. Kelly, Airport Superintendent

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 2,861.25

This legislation (✓):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ 2,865.25
<input type="checkbox"/>	Creates expenditure in the amount of:	\$ _____
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	_____

Funds are (✓):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): Airport Land Leases GL 3431
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: Diane Dunn

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u>John</u>	_____
City Attorney	<u>LAW</u>	_____
City Clerk	<u>Norma L. Alley</u>	_____

Attachment(s):

1. Offer to Purchase.
2. Draft PMA Lease No. 21-002 and "Exhibit A"
3. Draft Memorandum of PMA Lease No. 21-002
4. Meekins Air Service Information Sheet

Summary Statement/Background:

Michael Meekin has requested a new lease from the City of Palmer, Palmer Municipal Airport as he has negotiated the purchase of Jeremy Gallagher's hangar on Lease Lot 28. Mr. Gallagher has the oldest lease on the books currently at the airport under PMA No. 81-2. The life of this 20-year lease with a 20-year extension has run its course as of June 30, 2021 and a new lease is required for Mr. Meekin to complete the purchase of the Gallagher Hangar.

Michael Meekin started Meekins Air Service in 1981 the same year as Mr. Gallagher's 40-year-old hangar and both are in remarkably good shape. Mr. Meekin will use this facility to help operate his well-regarded flying service as he frequents the Palmer Municipal Airport regularly to pick up clients and fuel anyway.

Mr. Meekin is known for his flight safety and remarkable service and once served on the Airport Advisory Commission. He often teams up with his son-in-law who owns and operates "Blue Ice Aviation" a similarly positioned air service company. Mr. Meekins's direct presence on the airport will be a welcomed addition to our growing list of based operations at PAQ.

Administration's Recommendation:

Approve Action Memorandum No. 21-027

Offer to Purchase

I, Micheal MeeKin whose address is

PO Box 491 Palmer, AK 99645 phone 907.745.6159; do hereby offer to purchase the building on

PALMER MUNICIPAL AIRPORT TRACT B LOT 28, for [REDACTED] cash in full at closing.

To be paid in full at closing on or before June 30th, 2021. If offer is accepted I understand that I will need

To apply with the City of Palmer for a new lease. Buyer will have 60 days to provide a 90% letter to the

Seller. If plane is not sold by October 2020 then timeframe for closing will automatically extend.

Micheal J. MeeKin 7-28-20
Buyer Date

Acceptance

Jeanne Gallagher 3-6-21
Seller Date

Counter Offer

N/A
Seller Date



City of Palmer
231 West Evergreen Avenue
Palmer, AK 99645
907-745-3271

**PALMER MUNICIPAL AIRPORT
LEASE AGREEMENT No. 21-002**

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City of Palmer
231 West Evergreen Avenue
Palmer, AK 99645
907-745-3271

PALMER MUNICIPAL AIRPORT
LEASE AGREEMENT No. 21-002

This LEASE AGREEMENT is made and entered into this ____ day of June, 2021, by and between the City of Palmer, a municipal corporation organized and existing under its charter and the laws of the State of Alaska, hereinafter referred to as the "Lessor", and Michael J. Meekin d.b.a. Meekins' Air Service and Diane M. Meekin, hereinafter referred to as the "Lessee".

This lease agreement is not effective unless it is accompanied by signed and attached Exhibit A providing specific information for the following sections: 1., 1A, 1.1B, 1.2A, 1.2B, 1.3A, 2.1, 2.2, 2.7 and 2.8.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I - PREMISES, TERM AND RENTALS

Section 1.1 Premises and Purpose

- A. Lessor does hereby lease, demise and let unto Lessee, and Lessee does hereby lease from Lessor, real property more particularly described as a parcel of land located within Tract B, Palmer Municipal Airport recorded as Plat No. 2006-15 in the Palmer Recording District, Third Judicial District, State of Alaska and further described as follows:

Palmer Municipal Airport, Block 3, Lease Lot 28
Containing 0.91 acres or 33,661.73 square feet, more or less
A.K.A. 801 East Evergreen Ave. Palmer, AK. 99645
See Attached "Exhibit A"

Parcel may be subject to additional easements and/or encumbrances not shown or depicted hereon.

- B. Lessee shall use the Premises for the following Aeronautical uses only, and for no other: Flight Seeing, Charter, Air Support, Aircraft Storage & Maintenance, administrative uses for Lessee's aeronautical activities.
- C. Any use of the premises for Non-Aeronautical activity is strictly prohibited, unless an approved amendment to this lease is adopted and fair market value rates for Non-aeronautical areas are applied.

Section 1.2 Term and Renewal

- A. The term of the lease shall be for a period of 20 years, commencing on the 1st day of July 2021 (the "Commencement Date") and ending on the 31st day of June 2041, subject to the terms of provisions hereof.
- B. The total number of years available to Lessee is 20 years. As with the initial term at the start of and continuing,

1. The rental rate will continue to be subject to changes as provided in Section 1.4 "Rent Adjustment,";
 2. The renewal insurance provision as provided in Section 4.3 will apply along with any other changes made in accordance with Section 4.3;
 3. The Lease will be subject to such other and further changes as are deemed necessary by Lessor for the reasonable protection of Lessor;
 4. In addition, if this Lease is renewed, it shall be subject to all provisions of the Palmer Municipal Code and to the City's Regulations that pertain to the Airport in effect at the time of the renewal or amended thereafter. Including but not limited to the current airport regulations.
- C. To renew this Lease, Lessee must comply strictly with the following:
- N/A

Section 1.3 Rent

- A. Lessee shall pay to the Lessor as rent during the term hereof the sum \$2,861.25 per year, payable annually in advance without demand, beginning July 1, 2021 and continuing on the same day of each and every year thereafter during the term of the lease at the office of the Lessor set forth in Section 7.8 or at such other place as the Lessor may designate in writing. (Rent is derived as follows: (33,661.73 square feet X \$0.085 cents per square foot)
 1. In addition, Lessee shall not pay any prorated amount from execution of lease to June 30, 2021. A \$500.00 lease application fee received was received on March 11, 2021 so the annual sum due July 1, 2021 shall be the sum of \$2,361.25 due July 1, 2021. (\$2,861.25 - \$500.00 = \$2,361.25)
 2. Failure to pay rent by the thirtieth day after the due date shall obligate the Lessee to pay a late charge of \$100.00, which sum is agreed to a reasonable estimate of the Lessor's damages for late rental payments and shall not be construed as a penalty or a limitation on Lessor's remedies.
 3. This late charge is in addition to a 12 percent daily interest rate.
(0.12% / 365 = .00033 X \$2,861.25 = \$0.94 cents per day)
- B. All rent shall be payable in current legal tender of the United States. Payment may be tendered by check, but payment shall not be made in fact until such check has been honored by the drawee bank. The tender of payment by check within the time provided shall be deemed sufficient to meet any due date only if the check is subsequently honored by the drawee bank and the Lessor subsequently receives the legal tender required by this Lease. Any subsequent dishonor and non-receipt of rent payment shall constitute a default of this Lease.
- C. The extension of time for the payment of any installment of rent, or the acceptance by the Lessor of any money other than of the kind herein specified, shall not be a waiver of the right Lessor to insist on all other payments of rent to be made in the manner and at the time herein specified. The acceptance by the Lessor of a past due installment payment shall not waive the Lessor's right as to any other default or breach of the Lease.
- D. The rent herein specified shall be net to the Lessor and such payment shall not be subject to any abatement, deduction or off set (except as otherwise provided in this Lease).
- E. All taxes, charges, costs, expenses, utilities and assessments which the Lessee is required to pay hereunder, and all damages, costs and expenses which the Lessor may incur by reason of any default of the Lessee or failure on the Lessee'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 Lessee, 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

- A. It is the intent of the parties that the Palmer Municipal Airport be a self-sustaining facility and operate without any support from the general fund of the Lessor.
- B. The rent shall be subject to adjustment at five (5) year intervals to achieve fair market rent, the first adjustment date is five (5) years following the annual payment. The rent shall be adjusted as follows:
 - 1. Six (6) months prior to the termination of the initial five (5) year period and any subsequent five (5) year period, Lessor shall propose the rent for the next five (5) year period of the lease term and the parties hereto may, by mutual agreement, set the rent for the five (5) year period. The basis of the initial proposed new rent for the next five (5) year term will be the accumulated increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, semiannual averages, all items index for the Anchorage, AK. Local area, based upon 2020 as a base year. Additional factors for the basis of the initial proposed new rent will include, but are not limited to; the comparative leasing rate of similar airports in the Alaskan market place, as well as local and state economic conditions and the airports' vacancy rates.
 - a. If an agreement is not reached ninety (90) days prior to the end of the current five (5) year period, the fair market rental value of the premises shall be determined by an appraiser selected by the lessor who shall (a) be a member of The American Institute of Real Estate Appraisers, and (b) have experience in appraising properties similar to the premises. (The "Qualified Appraiser"). The cost of the initial appraisal shall be borne equally between Lessor and Lessee. If either the Lessor or Lessee or both shall disapprove of the fair market rental of the premises as thus determined, the dissatisfied party(s) may then designate another Qualified Appraiser who shall conduct a second (or additional) independent appraisal(s) of the premises and the fair market rental of the premises shall be determined to be the average of the two appraisals. The cost of the additional appraisal shall be borne by the dissatisfied party. In the event that both the Lessor and the Lessee are both dissatisfied with the original appraisal than the cost of, the second appraisal shall be borne equally between the Lessor and Lessee.
 - 2. Lessor's failure to timely start this rent adjustment procedure does not affect the rent adjustment, other than that the rent shall not be adjusted for the period before Lessor starts the procedure for each five-year period.
 - a. If, for example, Lessor starts the rent-adjustment procedure for the first time on the first day of the seventh year of the lease term, then the rent shall remain unchanged for the previous six years.
 - b. Any adjustment in Section 1.4 would start as of the first day of the seventh year and remain in effect through year ten when Lessor could again start the rent-adjustment procedure.
 - C. During the pendency of any determination of fair market rent, Lessee shall pay the rent last in effect for the Premises until such determination has been made. Any deficiency between the rent so paid and the adjusted rent retroactive to the beginning of the period for which it is due shall be paid within thirty (30) days of being billed to Lessee with

interest from the original due date of such rent at the rate highest rate allowed by law for debts under \$25,000 or twelve percent (12%) per annum, whichever rate is lower.

Section 1.5 Determination of Fair Market Rent

- A. The fair market rent of the premises shall be based on the Consumer Price Index for the Municipality of Anchorage from the United States Department of Labor statistics as outlined in Section 1.4.
- B. Fair market rent shall not include any return on improvements placed on the Premises by the Lessee or its predecessors in interest, but shall include a return for improvements placed on the Premises by the Lessor or otherwise belonging to Lessor.
- C. The parties acknowledge that certain property at Palmer Municipal Airport may not currently and may not in the future be leased for a fair market rent.
- D. The returns received by Lessor from other aviation Leases at Palmer Municipal Airport, therefore, shall not be used exclusively by the appraiser to determine a fair market rent.
- E. Any appraisal of the Premises shall consider any limitation or restriction on use imposed under this Lease or pursuant to any patent, deed, lease or grant from or agreement with the United States to the Lessor, including but not limited to aviation restricted use.
- F. Lessor shall send written notice to Lessee of the amount determined to be the fair market rent together with a copy of the appraisal.

ARTICLE II - IMPROVEMENTS

Section 2.1 Improvements

- A. Pre-Existing improvements consist of the following:
 1. Improvements consist of: 60' x 60' Metal Framed Aircraft Hanger
 2. Approximately 4,800 square foot paved apron
 3. Utilities of: Water, Sewer, Electric, Natural Gas
- B. Failure to timely complete the improvements shall constitute a condition of default.
- C. The improvements shall fully comply with all applicable federal, state, and municipal laws and regulations, including but not limited to federal, state, and municipal building, fire, construction and safety codes and zoning regulations and requirements.

Section 2.2 Plans and Specifications

N/A

Section 2.3 Conceptual Plans

N/A

Section 2.4 Final Plans

N/A

Section 2.5 Airport Manager's Approval

N/A

Section 2.6 Compliance with part 77 FAR

Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations and any similar requirement prior to the construction of any further structure or building upon the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

Section 2.7 Commencement of Construction

N/A

Section 2.8 Completion of Construction

N/A

Section 2.9 Liens

- A. Lessee hereby warrants to Lessor that the Premises and all such other Improvements, shall be free and clear of all liens, claims and encumbrances and agrees to indemnify, defend and hold Lessor harmless from and against any and all losses, damages and costs, including reasonable attorney's fees and appellate attorneys' fees, with respect thereto.
- B. If any lien or notice of lien on account of the alleged debt of Lessee or lien or notice of lien by any party engaged by Lessee or Lessee's contractor to work on the Premises shall be filed against the Premises or Improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, order of court or competent jurisdiction or otherwise.

Section 2.11 Performance Guarantee

N/A

Section 2.12 Inspection

N/A

Section 2.13 Non-Responsibility

The Lessor may at the time enter upon the Premises for the purpose of posting notices of non-responsibility for any work, labor or materials supplied or furnished to these Premises and the Lessee shall notify, in writing, and in advance of any construction, the Lessor of any construction in order that the Lessor may post such notices of non-responsibility. It is the understanding of the parties hereto that any such work, labor, or materials are supplied only to further the purposes of the Lessee and that work, labor and materials have been contracted for solely by the Lessee for Lessee's own benefit and not as agent of Lessor.

Section 2.14 As Built Plans

N/A

Section 2.15 Improvements Subject to Reversion or Removal

All alterations, buildings, structures or other Improvements placed on the Premises by Lessee shall be subject to Section 7.6 of this Lease.

Section 2.16 Alterations and Other Improvements

The Lessee shall have the right, from time to time, to make such alterations and improvements and decoration to the Premises. Any alterations, improvements and decorations shall be reasonably necessary or appropriate in the Lessor's judgment for the conduct Lessee's business. Lessee shall obtain Lessor's written approval before any such alterations are made. Approval shall not be reasonably withheld as long as Lessee complies with provisions of this article.

Section 2.17 Pavement/Utility Services

Any pavement or utility services to be constructed by the Lessee shall be constructed in accordance with design and specifications approved by the Lessor and the construction shall be subject to inspection by the Lessor. Such improvements shall not be constructed without the prior consent of the Lessor in writing.

ARTICLE III - USE OF THE LEASED PREMISES

Section 3.1 Airport Purposes

- A. Lessee shall have the right to conduct on the premises those activities stated in Section 1.1 B only, and Lessee shall not use the Premises for any other purpose or activity without first obtaining the written consent of the Airport Manager to do so.
- B. In addition, Lessees' activities are to be aeronautical related activities as defined in the Federal Aviation Administration's (FAA's) Airport Compliance Handbook, FAA order 5190.6B and the FAA Revenue Diversion Policy and all planned development shall be consistent with the Palmer Municipal Airport Layout Plan and Master Plan.
- C. It is the purpose of this Lease to foster and abet air commerce at Palmer Municipal Airport and it is not the intent of this Lease to provide premises for uses which do not promote the development and use of Palmer Municipal Airport.
- D. All uses normally incidental to an airport such as car rental agencies, limousine service, restaurants, insurance sales, and other such incidental services not directly related to the maintenance and operation of aircraft are prohibited except when the Airport and the FAA have established that a specific facility is not currently needed for aeronautical purposes.
- E. Any non-aeronautical use must be limited and incidental.
- F. Any non-aeronautical use must be approved by the Airport Manager and the FAA in writing prior to its commencement.
- G. Any approved non-aeronautical use will be allowed only on an interim basis and will be phased out if aeronautical demand increases.
- H. If a non-aeronautical use is approved, the rent provided in section 1.3 shall be increased to reflect the fair market value of the portion of the Premises used for non-aeronautical uses.
- I. Requests for non-aeronautical uses will be made first to the Airport Manager and if approved by the Airport Manager and FAA, the non-aeronautical use and the conditions associated therewith will be detailed in an addendum to this Lease.
- J. Lessee shall not use or permit any part of the Premises to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or hazard to health, safety, or property.
- K. Lessee shall not use or allow the Premises or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, or rule or regulation concerning the operation or use of Palmer Municipal Airport.

Section 3.2 Compliance with Laws

Lessee shall comply with all laws now or hereinafter in effect affecting the Premises or Lessee's use or occupancy thereof, including but not limited to Palmer Municipal Airport Regulations; PMC 12.08; and PMC 17 all as may be amended from time to time.

Section 3.3 Hazardous Materials

- A. Neither Lessee nor Lessee's agents shall cause or permit any Hazardous Materials or Substances to be brought upon, generated, stored, disposed of, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees without the prior written consent of Lessor.
- B. Lessee shall demonstrate to Lessor's reasonable satisfaction that such Hazardous Materials or Substances are necessary to Lessee's business and will be used, generated, disposed of, and stored in a manner that complies with all laws regulating any such Hazardous Materials or Substance so brought upon, generated, stored, disposed of or used in or about the Premises.
- C. Lessor may, at its option require Lessee to provide annual reports, submitted with the annual rent payment.
- D. The Lessee will report the kinds and quantities of Hazardous Materials or Substance on the Premises and how the Lessee complies with applicable laws regarding disposal.
- E. If Hazardous Material or Substances have been used, generated, disposed of or stored in or about the Premises during the term of this Lease, Lessor may, at its election, have any environmental assessment performed of the Premises, at the Lessee's expense, at the termination of this Lease or termination of Lessee's right to possession under this Lease.
- F. If any of the following occur:
 - 1. Lessee breaches the obligations in this section;
 - 2. The presence of Hazardous Material or Substance on the Premises caused or permitted by Lessee results in contamination of the Premises or contamination of any other property at the Palmer Municipal Airport; or
 - 3. Contamination of the Premises or any other property at Palmer Municipal Airport by Hazardous Material or Substance otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom;
 - a. Then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, sums paid in settlement of claims, attorneys' fees, appellate attorney's fees, consultant fees, expert fees, 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 governmental agency or political subdivision because of Hazardous Material or substance present in the soil or groundwater on or under the Premises which arise during or after the Lease term as a result of such contamination.
- G. Without Limiting the foregoing, if the presence of any Hazardous Material or Substance on the Premises caused or permitted by Lessee results in any contamination of the Premises or any other property at the Palmer Municipal Airport, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises and/or other property to the condition existing prior to the introduction of any such Hazardous Material or Substance; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or other property.

- H. As used herein, the term "Hazardous Material or Substance" shall be interpreted broadly to include, but not limited to, substances designated as hazardous under the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq., the Federal Water Pollution Control Act, 33 USC Section 1257 et seq. the Clean Air Act, 42 USC Section 2001 et seq. the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601 et seq., Title 46 of the Alaska Statutes, or by any applicable federal, state, or local statute, regulation or ordinance now or hereafter in effect and as they may be amended or interpreted from time to time.
- I. The provisions of this Section 3.3 shall survive any termination of Lessee's right to possession of the Premises and/or termination of this Lease.

Section 3.4 Americans with Disabilities Act

Lessor and Lessee agree that as allowed by 28 C. F. R. S. 36.201(b), Lessee shall be responsible for all compliance responsibility under the Americans with Disabilities Act (42 U.S.C. S 12101 et. Seq.) related to Lessee's use and occupancy of the Premises. Lessee agrees to defend, indemnify and hold Lessee harmless from any claim, demand, or action, either by a private person or a governmental entity, under said Act due to failure to comply with the terms of said Act. The provisions of this Section 3.4 shall survive termination of Lessee's right to possession of the Premises and/or termination of this Lease.

Section 3.5 Reservations and Exceptions

This Lease is made by the Lessor and accepted by the Lessee conditioned upon and subject to any conditions, reservations, limitations, provisions or terms imposed upon the Premises of Palmer Municipal Airport, as contained in any grant (including any monetary grant or loan), lease, permit, patent, deed, or any other conveyance to the Lessor of the Premises, or of Palmer Municipal Airport, from the United States, or the State of Alaska, including their agencies. In the event that any such condition, reservation, limitation, provision or term shall prevent, without fault of the Lessor, this Lease from continuing in full force and effect, the Lessor shall have the option to terminate this Lease immediately (and at any time) without liability to the Lessee therefor.

Section 3.6 Subordination of Lease to Requirements of the Federal Aviation Administration

- A. This Lease shall be subordinated to the provisions of any existing or future agreements between the Lessor and the United States, relative to the operation or maintenance of Palmer Municipal Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of Palmer Municipal Airport.
- B. In connection therewith, the Lessor has undertaken and may in the future undertake certain obligations respecting its operation of Palmer Municipal Airport and activities of its contractors, Lessees and permitted thereon. The performance by Lessee of the covenants, promises and obligations contained in this Lease is therefore a special consideration and inducement to this Lease. Lessee further covenants and agrees that if the administrator of the Federal Aviation Administration, or any other governmental official or body having jurisdiction over the enforcement and the obligations of the City in connection with the Federal or State aid, shall make any orders, recommendations or suggestions respecting the performances by Lessee of its obligations under this Lease, Lessee shall promptly comply therewith, at the time or times when and to the extent that the Lessor may direct.

Section 3.7 Aircraft on Premises

The Lessee shall provide the Airport Manager a list showing 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 concerning its identification thereof as the Airport Manager shall deem necessary.

Section 3.8 Discriminatory Acts Prohibited

- A. The Lessee shall furnish any service to be rendered by the Lessee in connection with or upon the Premises on a fair, equal and not unjustly discriminatory basis to all users thereof. In performing such services Lessee shall charge fair, reasonable and not unjustly discriminatory prices or rates for each unit of service furnished, provided the Lessee may take reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume users or purchasers.
- B. The Lessee, in its use and occupancy of the Premises, shall not discriminate against any person or class of persons by reason of race, color, creed or national origin, or by reason of any other basis that is illegal or becomes illegal during the term of this Lease, any extension, or any holdover period.
- C. The Lessor upon ten (10) days' notice to the Lessee of any violation of this section shall request that the Lessee either correct or justify any practice or charge alleged as a violation.
- D. In any proceeding whatsoever the burden of justification shall be on the Lessee to show that the practice or charge does comply with the requirements of this section. The Lessee, within ten (10) days after receipt of the notice, shall comply with the request or submit to the Lessor its justification in writing. The Lessor shall submit its findings and decision as to any alleged violation within fifteen (15) days after the receipt of the Lessee's justification, and such findings and decision of the Lessor shall be final. Unless the Lessee shall notify in writing the Lessor within ten (10) days of its objections to any request for compliance or to any adverse findings and decision, the Lessee shall waive any defense that the alleged violation is justified.
- E. The Lessor, at its option, may forthwith terminate this Lease without any liability to Lessee thereunder for failure by Lessee without justification to comply with Lessor's request for compliance within the time set forth in the request or the findings and decision to correct the alleged violation.

Section 3.9 Affirmative Action

- A. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered in this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessor that any similarity will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- B. The Lessor upon ten (10) days' notice to the Lessee of any violation of subsection A shall request that the Lessee either correct or justify any practice or charge alleged as a violation. In any proceeding whatsoever, the burden of justification requirement of subsection A. The Lessee within ten (10) days after receipt of the notice, shall comply with the request or submit to the Lessor its justification in writing. The Lessor shall submit

its findings and decision as to any alleged violation within fifteen (15) days after receipt of the Lessee's justification, and such findings and decision of the days of its objections to any request for compliance or to any adverse findings and decision, the Lessee shall waive any defense that the alleged violation is justified.

- C. The Lessor, at its option, may forthwith terminate this Lease without any liability to Lessee thereunder for any failure by Lessee without justification to comply with Lessor's request for compliance within the time set forth in the request of the findings and decision to correct the alleged violation.

Section 3.10 Maintenance of Premises

- A. Lessee shall repair and maintain the Improvements in good order and repair and keep the Premises in a neat, safe, clean and orderly condition. Such obligation shall include, but not be limited to, the prevention of the accumulation of any refuse or waste materials which might be or constitute a fire hazard or a public or private nuisance.
- B. In the event that Lessee does not properly repair and/or maintain the Improvements or Premises, the Airport Manager shall notify the Lessee in writing of those areas that are not being properly repaired and/or maintained.
- C. If, however, after 60 days, Lessee fails to make such repair and/or maintenance, Lessor may cause to have such repair and maintenance made and invoice the Lessee for the repair and maintenance completed.
- D. If said costs are not paid promptly by Lessee, the lease shall be deemed to be in default, and Lessor shall be entitled to all legal remedies provided hereunder.
- E. Lessee shall neither cause nor allow any waste of the Premises or Improvements. In addition, Lessee shall be strictly liable for any waste of the Premises or Improvements and for any damage to reversion.

Section 3.11 Signs

- A. Lessee shall not, without Lessor's written consent, place or erect any sign of any nature on any part of the Premises, but such consent shall not be unreasonably withheld to one flat sign of reasonable size bearing the Lessee's trade name, providing such sign meets all city zoning and sign requirements.
- B. At the termination of this Lease, any such sign shall be removed by Lessee at Lessee's own expense.
- C. Lessee shall apply for a sign permit from the Department of Community Development and shall comply with Palmer Municipal Code.

Section 3.12 Improvements and Alterations

After the initial improvements set forth in Article II have been completed, and if the Lessee desires to construct further improvements:

- A. Prior to commencing construction, renovation, enlargement, demolition, or modification of leasehold improvements now or hereafter existing on the Premises, Lessee shall submit to the Airport Manager plans and specifications for such work (including plans for landscaping and irrigation, if any) and Timeline for various phases of work.
- B. The Airport Manager shall approve or disapprove such plans and specifications and accompanying Timeline at his or her sole discretion.
- C. Upon Lessee's receipt of the Airport Manager's written approval of such plans and specifications, Lessee agrees to construct the proposed leasehold improvements in strict accordance with such plans and specifications and Timeline.

- D. The Airport Manager's approval of submitted plans and specifications shall not constitute the assumption of any liability by Lessor for their compliance or conformity with applicable building codes, zoning regulations, and city borough, state and federal laws, ordinances and regulations, or for their accuracy, and Lessee shall be solely responsible for such plans and specifications.
- E. The Airport Manager's approval of plans and specifications shall not constitute a waiver of Lessor's right to therefore require Lessee to amend the same to provide for any corrections or omissions needed to comply with applicable building codes, zoning regulations, city, borough, state or federal laws, ordinances or regulations.
- F. The review and approval required by Section 3.12 is in addition to any other review and approval needed for any required building permits or similar authorizations.
- G. Lessee shall obtain all necessary licenses and permits to accomplish any of the work described in Section 3.12. Nothing in this Lease is intended to limit or restrict the City of Palmer in the exercise of its police power, authority to enforce building, fire and other safety codes, laws, ordinances, or regulations.
- H. Lessee agrees to comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations prior to the construction of the Improvements and prior to the construction of any future building or structure situated on the Premises.
- I. Any contract or agreement for labor, services, materials or supplies furnished in connection with construction or alteration of any improvement to the Premises shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Premises or the improvements.
- J. Before the commencement of any such work, Lessee shall deliver to Lessor either an executed duplicate original of such contract or a written waiver by the architect, engineer, contractor, material man, mechanic, person or corporation named in such contract of all right of lien which he or it might otherwise have upon or against the Premises, or the improvements to be constructed or altered, or the interest of Lessor therein.
- K. Lessee hereby warrants to Lessor that the Premises and all such other improvements thereto, shall be free and clear of all liens, claims and encumbrances and agrees to indemnify, defend and hold Lessor harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees and appellate attorneys' fees, with respect thereto.
- L. If any lien or notice of lien on account of the alleged debt of Lessee or lien or notice of lien by any party engaged by Lessee or Lessee's contractor to work on the Premises shall be filed against the Premises or improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, order of court or competent jurisdiction or otherwise.
- M. The work, in excess of \$100,000, as described in this lease document shall not begin until the Lessee or Lessee's contractor has provided to the Lessor a performance guarantee in the form of a performance bond, escrow, an irrevocable letter of credit, or deed of trust in an amount equal to 100% of the estimated cost of the Improvements greater than \$100,000 to be accomplished, which guarantees the completion of the work by Lessee or Lessee's contractor in accordance with the plans and specifications approved by Lessor and guarantees the payment by Lessee or Lessee's contractor of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work.
- N. All alterations, buildings, structures or other improvements placed on the Premises by Lessee shall be subject to section 7.6 of this Lease.

Section 3.13 Quiet Possession

The Lessee, upon paying rent and observing the conditions and terms of this Lease, shall and may have at all times during the term of this Lease peaceful and quiet enjoyment and possession of the Premises, except as otherwise set forth in this Lease.

Section 3.14 Lessee's option to Terminate

- A. Should any government body, agency, or official, other than Lessor, prohibit or otherwise prevent the use of Palmer Municipal Airport in its present condition as a public airport for one year or more, or should the continued use of Palmer Municipal Airport as an airport become impossible or unlawful without the fault of the Lessee, the Lessee shall have the option to terminate this Lease on thirty (30) days written notice to the Lessor.
- B. Upon such termination, this Lease shall be at an end, and neither party shall have any liability for such termination.
- C. The Lessor shall notify the Lessee in writing, of the prohibition, or intended prohibition, and the failure of the Lessee to exercise the option to terminate within thirty (30) days shall extinguish the Lessee's option to terminate.

Section 3.15 Lessor's Option to Terminate

- A. Lessee hereby grants to Lessor should it require the Premises in connection with the future expansion and/or operation of the Airport prior to the expiration or termination of the Lease, Lessor may, upon ninety (90) days written notice, cancel this Lease.
- B. In the event that this Lease is canceled under the provisions of this Section, Lessor shall pay to Lessee the fair market value of Lessee's remaining leasehold interest and the fair market value of Lessee owned buildings, structures, alterations and/or improvements placed by Lessee upon the Premises during the term of this Lease.
- C. The fair market value shall be determined by following the appraisal procedure set forth determination of the fair market rental of the Premises in Section 1.4 of this Lease.
- D. After payment therefore as provided herein, all buildings, structures, alterations and/or improvements shall be subject to the provisions of section 7.6 of this Lease.

Section 3.16 Right of Entry and Access

- A. Lessee hereby grants to Lessor, its contractors, employees, agents and assigns, the irrevocable right, permission and authority to enter into and upon all or part of the Premises for the purpose of:
 1. Inspecting the Premises;
 2. Cleaning, repairing, maintaining, altering or improving the Premises as Lessor may deem necessary;
 3. Abating any nuisance or hazardous condition on the Premises, and/or
 4. Preserving and/or protecting the Premises.
- B. It is understood and agreed that the entry and access may affect the use of the Premises from time to time. Lessor shall use reasonable efforts to coordinate any anticipated access or utility or other interruptions with Lessee in an attempt to reasonably reduce the effect of any disruption of Lessee's enjoyment and use of the Premises.
- C. The right of access and entry reserved herein does not impose, nor does Lessor assume by reason thereof, any responsibility for the care, maintenance or supervision of the Premises. Lessee shall not be entitled to any abatement or reduction in rent by reason of Lessors access and/or entry nor shall such access or entry be deemed an actual or constructive eviction.

Section 3.17 Lessor's Improvements

- A. Lessor shall have a permanent right of access over, under, around and across the Premises for the purposes of maintaining, servicing, upgrading, replacing or removing any Lessor-installed improvements including, but not limited to, light poles, utilities, and fencing.
- B. This section does not require Lessor to provide any improvements.
- C. Lessor's maintenance shall not include paving, aircraft tie downs, snow removal or sanding.
- D. 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.
- E. Lessor agrees to use reasonable efforts to notify of any upgrading, replacing or repair work with Lessee and to reasonably reduce disrupting Lessee's use of the Premises when practicable.
- F. In the event of abandonment or default, any Lessee improvement will become the property of the Lessor.

Section 3.18 Aviation Easement

Lessee's right to use the Premises for the purposes as set forth in this Lease shall be secondary to and subordinate to the operation of the airport. Lessor specifically reserves for itself, other Palmer Municipal Airport leaseholders, and for the public, an easement for the passage of aircraft in the air space above the surface of the described property together with the right to cause in said air space or on adjacent property such noise as may be inherent in the present or future operation of aircraft. Without in any way limiting Lessor's rights under Section 3.12, Lessee shall not construct any building or facility to a height which in Lessor's discretion will interfere with the operations of the airport.

Section 3.19 Right-of-Way and Easement

Lessor shall have the right to designate or grant rights-of-way or utility easements across the Premises without compensation to Lessee, provided that Lessee shall be entitled to compensation for the taking or destruction of any of Lessee's improvements and provided further that Lessee may terminate the Lease or demand a rental adjustment to reflect any reduction in value of the Premises.

ARTICLE IV - TAXES, INDEMNIFICATION, AND INSURANCE

Section 4.1 Taxes, Assessments, and Utilities

- A. Lessee, in addition to the rentals provided for herein, shall pay when due (and before delinquency) all taxes, utility fees, assessments, and charges upon the Premises, the leasehold interest, and upon buildings, improvements and property thereon, which are assessed or charged at any time during the term.
- B. The Lessee shall furnish to the Lessor for Lessor's inspection within thirty (30) days after the date any amount payable by the Lessee as required by this section, official receipts from the appropriate taxing authorities or other proof satisfactory to the Lessor evidencing payment.
- C. The Lessee shall have the right at all times to protest any assessment of taxes or other assessments or charges, but the Lessor may require the Lessee to deposit with the Lessor any sums in dispute to insure payment in the event that any contest is unsuccessful.

- D. Lessee shall pay and be responsible for all charges for gas, electricity, water, light, heat, power, garbage, solid waste, and other utility service used in or about or supplied to the Premises.
- E. Lessee shall timely pay all sales tax on the rent on the lease, utilities, sales, service, rents, etc., and shall comply with City and Borough sales tax laws.

Section 4.2 Indemnification

Lessee shall indemnify, defend and hold Lessor harmless from all liability or loss (including, but not limited to reasonable attorneys' fees and appellate attorneys' fees) arising from any injury to any person or persons (including without limitation Lessee, its agents or employees) or property of any kind whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease, or any use or occupancy hereunder, however occurring, including any acts, negligent or otherwise, and any omissions (negligent or otherwise), by Lessee, its agents, independent contractors, or employees, unless caused by or resulting from the sole negligence of the Lessor or any of Lessor's agents or employees.

Section 4.3 Insurance

- A. Lessee, at its own expense, shall secure and maintain in full force at all times during the term of this Lease:
 - 1. Commercial general liability. Commercial general liability insurance with a single occurrence liability limit of \$1,000,000 and an aggregate of \$2,000,000 insuring against liability of Lessee, its officers, contractors, licensees, agents, employees, guests, invites and authorized representatives, arising out of and/or in connection with Lessee's use or occupancy of the Premises; or
 - 2. Airport premises liability. Airport premises liability insurance on an occurrence basis with a single combined liability limit of not less than \$1,000,000 occurrence and \$2,000,000 aggregate limit for bodily injury and property damage.
 - 3. If applicable, third-party aircraft liability insurance with a single combined liability limit of not less than \$1,000,000 per occurrence;
 - 4. Commercial property insurance in the amount of replacement costs.
 - 5. The Lessor reserves the right to require Lessee to provide pollution insurance as warranted by the proposed use of the Premises.
- B. This insurance required under this Section shall:
 - 1. Name the Lessor as an "additional insured"
 - 2. Contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice;
 - 3. Be with an insurance company qualified to do business in the State of Alaska with a financial rating of at least "A" as rated in current Best's Insurance Reports;
 - 4. Include a waiver of subrogation clause by which the insurer waives all rights of subrogation against the Lessor for payments made under the policy; and
 - 5. Not contain a damage deductible for each and every loss that exceeds \$10,000.
- C. Lessee shall provide Lessor with proof of insurance coverage in the form of a certificate of insurance, and if requested by the Lessor, Lessee shall provide Lessor with a copy of the policy(ies). Failure to maintain such insurance in effect shall constitute grounds for immediate termination of this lease. Lessor may at its option purchase said insurance and charge the expense thereof to Lessee, which expense Lessee shall assume and pay.
- D. To reasonably protect itself, Lessor may adjust these minimum insurance requirements and add types of insurance or both by giving Lessee written notice of such adjustment ninety (90) days prior to the expiration of each five (5) year interval of the term of this

Lease. Lessor may also adjust these minimum insurance requirements at any time if Lessee's use of the Premises changes, and in such event, Lessor shall give Lessee thirty (30) days written notice of such adjustment.

- E. The requirements of insurance coverage do not relieve Lessee from any other obligation under this Lease.

ARTICLE V - ASSIGNMENT AND SECURITY INTERESTS

Section 5.1 Assignment and Subletting

- A. Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Premises or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises without first obtaining Lessor's prior written consent. Lessor will not unreasonably withhold its consent; provided, however, if Lessor does unreasonably withhold its consent, Lessor shall not be liable for any damages, costs or attorney's fees arising therefrom.
1. Lessor may condition its consent upon such terms as are in its best interest, including but not limited to matters regarding laws, insurance, risks, Lessee's defaults or past practices, risks attributable to assignee, etc., but Lessor may not condition its consent upon raising the rent other than as already allowed under this Lease.
 2. Any assignment, encumbrance or sublease without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default.
 3. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this section.
- B. If Lessee is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of any partner or partners, member or members owning twenty-five percent (25%) or more of the partnership or LLC in one or more transactions, or the dissolution of the partnership or LLC, shall be deemed a voluntary assignment.
- C. If Lessee is a corporation any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of Lessee in one or more transactions, or the sale of twenty-five percent (25%) of the value of the assets of Lessee in one or more transactions without immediate replacement with assets of equal or greater worth, shall be deemed a voluntary assignment.
- D. Lessee hereby irrevocably assigns to Lessor, as security for Lessee's obligations under this Lease, all rent from any subletting of all or a part of the Premises, and Lessor, as assignee and attorney-in-fact for Lease, may collect such rent and apply it toward Lessee's obligations under this Lease, except that, until the occurrence of an act of default by Lessee, Lessee shall have the right to collect such rent as it becomes due, one payment period at a time, which payment period may never exceed one year.
- E. Lessee may not charge a sub-lessee a rent rate that changes from year to year, other than changes that result directly from changes made by Lessor, and Lessee shall never have the right to collect or receive rent in advance of when it is due. If the sub-lessee pays Lessee in advance and Lessor collects rent hereunder, then the sub-lessee must pay the advanced rent to Lessor and sub lessee may retrieve the advanced rent from Lessee. Neither this section nor collection of any such rent by Lessor shall be deemed to be Lessor's approval of any such sublease.
- F. If, as a result of an assignment or sublease, the Premises will be used for purposes other than as set forth in section 3.1 herein. The consent of the Palmer City Council and the

FAA, if applicable, must be obtained. It is the policy of the city council to discourage non-aviation related uses. Additionally, if incremental revenues over and above the Lessee's Lease payments will be realized from the sublease or assignment pertaining to non-aeronautical uses, Lessor may raise Lessee's existing rent to fair market value at the time of the approval of the sublease.

- G. All assignment instruments shall include language whereby Assignee expressly assumes and agrees to pay the obligations of Lessee under this Lease.
 - 1. No assignment shall release or diminish the obligations of any Lessee or any Guarantor for performance of Lessee's obligations hereunder and Lessee shall remain liable as if no assignment were made.
 - 2. Lessee and Assignee will be jointly and severally liable for such obligations.
 - 3. Neither this section nor any payment of rent by such Assignee shall be deemed to be Lessor's approval of any such assignment.
- H. All sublease instruments shall provide that the sublease is subject to all of the terms, covenants and conditions of this Lease.
- I. Lessee agrees to pay to Lessor \$500 for any request by Lessee for Lessor to consent to any assignment or subletting by Lessee.

Section 5.2 Mortgage and Encumbrances

- A. Lessee shall not mortgage or otherwise encumber this Lease (including Lessee's leasehold estate in the improvements thereon) without the prior written consent of Lessor.
- B. The Lessor's consent to the mortgage or encumbrance shall not be unreasonably withheld, provided the mortgage or beneficiary shall agree to the attached form of Assignment of Lease for Security Purposes and Consent to Assignment of Lease attached hereto as Exhibit C.
- C. Lessee shall furnish the Lessor with a copy of any security transaction mortgaging or encumbering the Premises for the Lessor's approval prior to any mortgaging or encumbering of the Premises, and shall further furnish a copy to the Lessor of any such executed security transactions.

ARTICLE VI - DEFAULT AND ENFORCEMENT

Section 6.1 Default Defined

The occurrence of one or more of the following shall be deemed a default by the Lessee and a breach of this Lease:

- A. Failure to pay the rent provided herein, or any part thereof, or other charge due hereunder, for a period of ten (10) days after written notice of such failure is given by Lessor to Lessee;
- B. Failure to perform the obligations set forth in Sections 3.8, 3.9, and 3.10 hereof, after any notice required by those sections;
- C. Failure to provide and maintain in effect insurance in compliance with Section 4.3 hereof (**for which failure there is no notice time requirement**);
- D. Failure to do, observe, keep and perform any other terms, covenants, conditions, agreements and provisions contained in this Lease for a period of thirty (30) days after written notice of such failure is given by Lessor to Lessee, 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 such default within the initial thirty (30)

days and complete such cure within a total of sixty (60) days after the sending of the notice;

- E. The abandonment of the premises by the Lessee, the making by the Lessee of a general assignment for the benefit of creditors, or the appointment of a permanent or temporary receiver for the Lessee's property, which is not vacated or set aside within thirty (30) days of sending of written notice of such event by Lessor; or
- F. The issuance of three (3) written notices for defaults or breaches within any consecutive twelve-month period, regardless of whether or not the default or breach was cured within the applicable time period.

Section 6.2 Lessor Remedies on Default

Upon the occurrence of any default of Lessee as described in Section 6.1 or elsewhere in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- A. Lessor may, at its election, terminate this Lease or terminate Lessee's right to possession only, without terminating this Lease.
- B. Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession without termination of this Lease, Lessee shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Lessor, and Lessee hereby grants to Lessor full and free license to enter into and upon the Premises in such event with or without process of law and to repossess Lessor of the Premises and to expel or remove Lessee and any others who may occupy or be within the Premises and to remove and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Lessee hereby waiving any right to claim damage for such re-entry and expulsion and without relinquishing Lessors right to rent or any other right given to Lessor hereunder or by operation of law.
- C. Upon any termination of this Lease, whether by lapse of time or otherwise, Lessor shall be entitled to recover:
 1. The worth at the time of the award of the unpaid rent (including any amounts treated as additional rent) that had been earned at the time of termination;
 2. The worth at the time of the award of the amount by which the unpaid rent (including any amounts treated as additional rent) that would have been earned after the date of termination until the time of award exceeds the amount of the loss of rent for the same period that Lessee proves could have been reasonably avoided;
 3. The worth at the time of the award of the amount by which the unpaid rent (including a reasonable estimate of additional rent) for the balance of the term exceeds the amount of the loss of rent for the same period that Lessee proves could have been reasonably avoided; and
 4. Any other amount, full reasonable attorney's fees and court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.
- D. "The worth at the time of the award," used in this section, is to be computed by allowing interest as determined by the current bond rating from State of Alaska Municipal Bond Bank plus 5%. The "time of the award" is the date the Lessee is notified of the termination of the lease by the Lessor. Such notification shall be done by certified mail.
- E. Upon any termination of Lessee's right to possession only without termination of this Lease, Lessor may, at the Lessor's option enter into the Premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as provided in this

section, without such entry and possession terminating this Lease or releasing Lessee, in whole or in part, from any obligation, including Lessee's obligation to pay the rent, including any amounts treated as additional rent hereunder, for the full term.

- F. Upon termination of Lessee's right to possession, Lessor may, but need not, relet the Premises or any part thereof for such rent and upon such terms as Lessor in its sole discretion shall determine (including, but not limited to, the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises) and Lessor shall not be required to accept any tenant offered by Lessee or to observe any instructions given by Lessee about such reletting.
- a. In any such case, Lessor may make repairs, alterations and additions in or to the, Premises, and Lessee shall, upon demand, pay the cost thereof, together with Lessor's expenses of reletting.
 - b. If the consideration collected by Lessor upon any such reletting plus any sums previously collected from Lessee are not sufficient to pay the full amount of all rent, including any amounts treated as additional rent hereunder and other sums reserved in this Lease for the remaining term hereof, together with the costs of repairs, alterations, additions, and Lessor's expenses of reletting and the collection of the rent accruing therefrom (including attorneys' fees), Lessee shall pay to Lessor the amount of such deficiency upon demand and Lessee agrees that Lessor may file suit to recover any sums falling due under this subpart from time to time.
- E. Lessor may, at Lessor's option, enter into and upon the Premises, with or without process of law, if Lessor determines in its sole discretion that Lessee is not acting within a commercially reasonable time to maintain repair or replace anything for which Lessee is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Lessee agrees to reimburse Lessor, on demand, as additional rent, for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.
- F. Any and all property which may be removed from the Premises by Lessor pursuant to the authority of this Lease or of law or in equity, to which Lessee is or may be entitled, may be handled, removed and stored, as the case may be, by or in the direction of Lessor at the risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof.
1. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Lessor's possession or under Lessor's control.
 2. Any such property of Lessee not retaken by Lessee from storage within thirty (30) days after removal from the Premises shall conclusively be presumed to have been conveyed by Lessee to Lessor under this Lease as a bill of sale without further payment or credit by Lessor to Lessee; provided, however, Lessor may disclaim as to any item or items and the effect of such disclaimer will be that the item or items never became the property of Lessor.
- G. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent, additional rent or other sum due to Lessor, hereunder or of any damages accruing to Lessor by reason of the terms, provisions and covenants herein contained.

- H. No act or thing done by Lessor or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or an acceptance of the surrender of the Premises shall be valid unless in writing signed by Lessor.
- I. No judicial action shall be necessary to terminate this Lease.
- J. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.
- K. Lessors acceptance of the payment of rental, including any amount treated as additional rental, or other sums hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Lessor so notifies Lessee in writing.
- L. Forbearance by Lessor to be deemed or construed to constitute a waiver of such default or of Lessor's right to enforce any such remedies with respect to such default or any subsequent default.
- M. If, on account of any breach or default by Lessee in Lessee's obligations under the terms and conditions of this lease, it shall become necessary or appropriate for Lessor to employ or consult with an attorney concerning this Lease or enforce or defend any of Lessor's rights or remedies hereunder, Lessee agrees to pay any attorneys' fees and appellate attorneys' fees so incurred.
- N. Lessor shall not be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon such reletting.

Section 6.3 Lessor's Failure to Enforce and Nonwaiver

- A. Failure by the Lessor to insist 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 acceptance of full or partial rentals during the continuance of any such breach shall not constitute a waiver of any such breach or any such term, condition or covenant.
- B. Terms, conditions or covenants of this Lease required to be performed by the Lessee, and breach thereof, shall not be waived, altered or modified, except by written instrument executed by the Lessor.
- C. Waiver of any breach shall not affect 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 thereof, and any other or subsequent default or breach may be enforced by the Lessor as provided in this Lease.

ARTICLE VII - GENERAL COVENANTS

Section 7.1 Condition and Status of Premises

- A. Lessee acknowledges that Lessee has examined the Premises 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 said warranties being hereby expressly property as-is in its present condition, together with all faults.
- B. Lessee agrees to provide written notice to Lessor immediately upon Lessee becoming aware or having a reasonable belief:
 1. That the Premises or any adjacent property is being, may be, or has been contaminated with any Hazardous Materials, or
 2. Of the existence of any Hazardous Materials in, within, on or near the Premises or adjacent property.

Section 7.2 Risk of Loss

Destruction or damage to any building or improvement on the Premises by fire, rain, ice, snow, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall not entitle the Lessee to surrender possession of the Premises, 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 under the terms hereof.

Section 7.3 Repair or Rebuilding

- A. Upon the destruction or damage to any building or structure by fire or other casualty covered by insurance or that is supposed to be covered by Lessee's insurance, Lessee may, with Lessor's consent rebuild the building or structure.
- B. Upon the destruction or damage to any building or structure by casualty that is not covered by insurance and is not supposed to be covered by insurance, Lessee shall have the right to repair, restore or rebuild the building or structure within one (1) year after the date of such occurrence or as per written agreement with the Airport Manager.

Section 7.4 Condemnation

- A. If all the Premises, or any part thereof required for the reasonable use of the Premises, is taken by eminent domain, this Lease shall expire on the date when the Lessee is required to vacate the Premises, and the rent shall be apportioned as of that date.
- B. If there is a taking of a part of the Premises not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the rent shall be equitably reduced, based on the proportion by which the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority.
- C. Except for improvements constructed and paid for by Lessee, Lessor reserves all rights to damages to the Premises for any taking by eminent domain and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award.
- D. Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business. Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's moving expenses and for the interruption of or damages to Lessee's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Lessor.

Section 7.5 Surrender of Premises

At the expiration of any Lease term, upon termination of this Lease, upon reentry by Lessor or otherwise, the Lessee shall peacefully and quietly surrender the Premises 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 7.6 Reversion or Removal of Buildings and Improvements

- A. Any and all buildings, structures, alterations or improvements placed by the Lessee upon the Premises shall, at the option of the Lessor, revert to and become the property of the Lessor at and upon the expiration or termination of this Lease and/or the termination of Lessee's right to possession of the Premises.
- B. Lessor, in its sole discretion, may require Lessee to remove part or all of said buildings, structures, alterations and/or improvements including, but not limited to, fuel tanks and

lines, and partially or completely restore the Premises to the condition of the Premises at the inception of this Lease by sending written notice requesting such removal and restoration within sixty (60) days after such expiration or termination.

- C. Lessee shall then at its own expense complete such removal and restoration within ninety (90) days of the sending of such notice.
- D. At the conclusion of the current lease and extension period(s) the existing Lessee shall be given preference in executing a new lease on the same premises, provided that the proposed land use is compatible with the current Airport Layout Plan and the Lessee is otherwise in good standing with the City of Palmer and in substantial compliance with the existing lease.
- E. Section(s) 7.5 and 7.6 do not necessarily preclude a lessee from recovering value from Lessee's leasehold improvements by selling to a third party at any time during the lease term, provided that all other conditions of the active lease have been met. At such time, the buying third party would request a new lease or an assignment of the existing lease, and such request would not be reasonably withheld.

Section 7.7 Holdover

- A. In the event the Lessee shall hold over after the expiration or termination of this Lease for any cause whatsoever, Lessee shall pay Lessor monthly rent at double the annual rental rate divided by twelve for the entire time Lessee remains in possession, and in addition thereto, Lessee shall hold Lessor harmless from all damages resulting from Lessee's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Lessee's failure to surrender the Premises.
- B. If Lessee remains in possession of the Premises after expiration of the term of the Lease, or after the date in any notice given by Lessor to Lease termination this Lease, such possession by Lessee shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party.
- C. The provisions of this section do not exclude Lessor's rights of re-entry or any other right under this Lease.

Section 7.8 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 Manager, City of Palmer
 231W. Evergreen Ave.
 Palmer, AK 99645

Lessee's address: Meekins' Air Service C/O Michael J. Meekin and Diane M. Meekin
 P.O. Box 491
 Palmer, AK. 99645

Section 7.9 Rights or Remedies

No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive or 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 7.10 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 7.11 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 Alaska District or Superior Court in Palmer, Alaska, only.

Section 7.12 Recordation of Lease

The parties prefer to record a memorandum of this Lease rather than the Lease itself and contemporaneously with the execution hereof they have executed a memorandum of Lease in the form of Attachment A which is attached hereto and may be recorded by either party. In the event it should be so required by any title company insuring title for Lessee, or by any lending institution from which Lessee proposed to make a loan, then Lessee may cause this Lease to be placed of record.

Section 7.13 Severability

The invalidity or unenforceability 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 provision were omitted.

Section 7.14 Construction

Lessee and Guarantor have been advised to have this Lease and the Guaranty reviewed by their own attorney. The parties agree that this Lease and Guaranty shall not be construed more strictly against one party than the other nor shall this lease be construed against the lessor.

7.15 Gender and Plurality

Unless the context of this Lease clearly requires a different interpretation of construction, all references to masculine, feminine or neuter genders shall be construed to refer to all such genders; and all references to the singular shall also include the plural, and vice versa.

Section 7.16 Joint and Several Liability

The obligations of each Lessee are joint and several.

Section 7.17 Entire Agreement

This written Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous agreements, oral or written, between the parties not included herein. No modifications, amendments, deletions, additions or alterations of this Lease shall be effective unless in writing and signed by all of the parties hereto or such representatives of the parties as have been duly authorized to make such change.

LESSOR: CITY OF PALMER

By: _____
John Moosey, City Manager

Date: _____

LESSEE: Michael J. Meekin d.b.a. Meekins' Air Service and Diane M. Meekin

By: _____
Michael J. Meekin (Sole Proprietor)

Date: _____

By: _____
Diane M. Meekin

Date: _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)ss.

THIS IS TO CERTIFY that on the _____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, to me known and known to me to be the identical individual described in and who executed the within and foregoing LEASE AGREEMENT as City Manager of the City of Palmer, freely and voluntarily on behalf of the City of Palmer for the uses and purposes therein mentioned.

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

Notary Public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)
ss.

This is to certify that on the _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Michael J. Meekin, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

Notary public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)
)ss.

This is to certify that on the _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Diane M. Meekin, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

Notary public in and for Alaska

My commission expires: _____

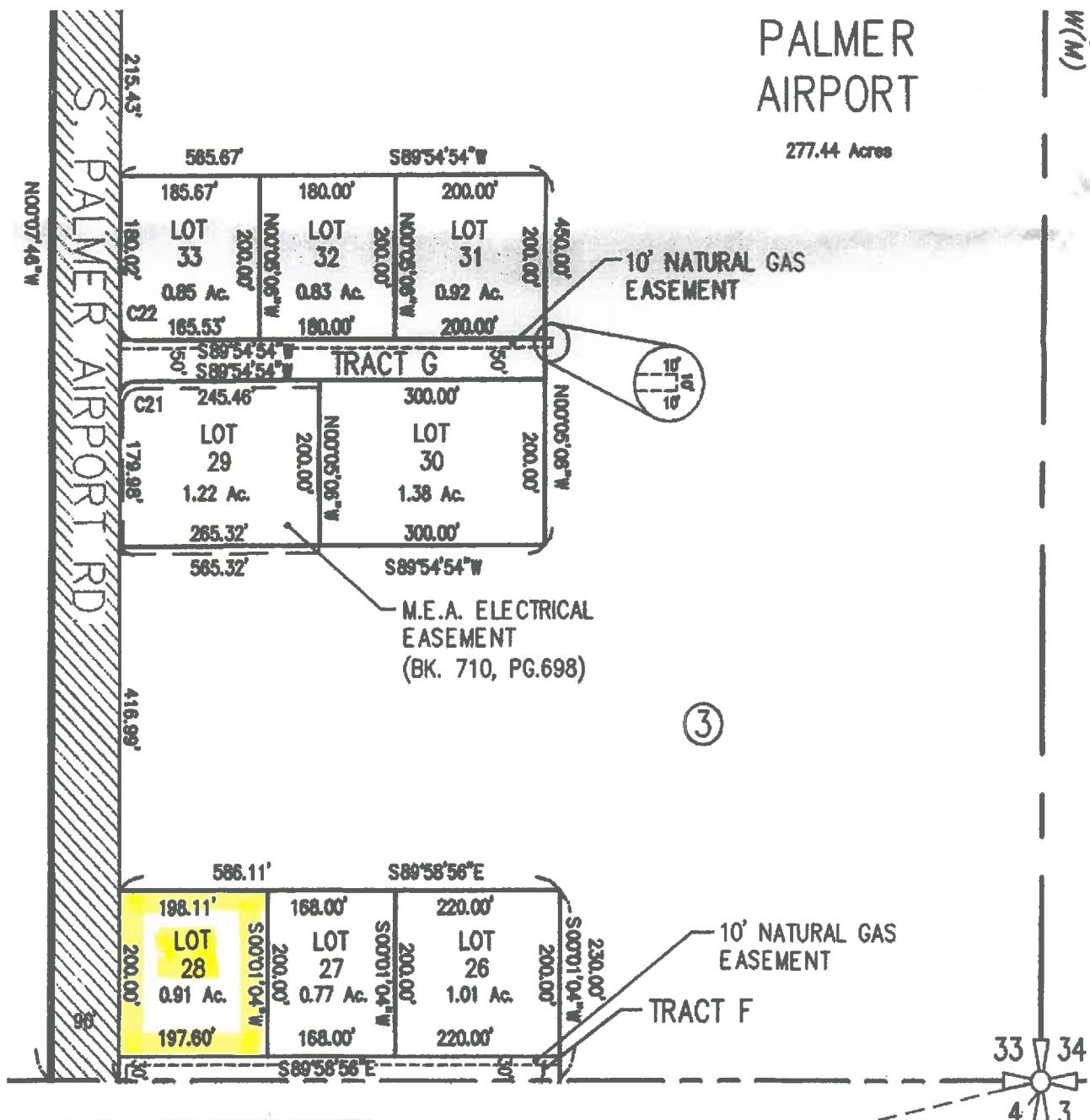
DRAFT

"EXHIBIT A"

PALMER MUNICIPAL AIRPORT LEASE AGREEMENT NO. 21-002

PMA BLOCK 3, LEASE LOT 28

A.K.A. 801 East Evergreen Ave. Palmer, AK. 99645





"Return To"
City of Palmer
231 West Evergreen Avenue
Palmer, AK 99645
907-745-3271

**PALMER MUNICIPAL AIRPORT
MEMORANDUM OF LEASE AGREEMENT No. 21-002**

This is a Memorandum of Lease Agreement No. 21-002 made and entered into as of this _____ day of June, 2021, by and between the City of Palmer, a municipal corporation organized and existing under its charter and the laws of the State of Alaska, hereinafter referred to as the "Lessor", and Michael J. Meekin d.b.a. Meekins' Air Service and Diane M. Meekin, hereinafter referred to as the "Lessee". Agree upon the following terms:

1. **Lease.** The provisions set forth in a written Lease Agreement No. 21-002 between the parties hereto dated the _____ day of June, 2021, are hereby incorporated by reference into this Memorandum.
2. **Demised Premises.** The Demised Premises, which are the subject of The Lease Agreement No. 21-002, are more particularly described as follows:

A parcel of land located within Tract B, Palmer Municipal Airport recorded as Plat No. 2006-15 in the Palmer Recording District, Third Judicial District, State of Alaska and further described in an unrecorded plat dated June 27, 2005 as follows:

Palmer Municipal Airport, Block 3, Lease Lot 28
Containing 0.91 acres or 33,661.73 square feet, more or less
A.K.A. 801 East Evergreen Ave. Palmer, AK. 99645
See Attached "Exhibit A"

Parcel may be subject to additional easements and/or encumbrances not shown or depicted hereon.

3. **Commencement Date of Lease.** The Lease Agreement shall be deemed to have commenced **on July 1, 2021** as set forth within the terms of the Lease. The Term of the Lease Agreement shall be 20 years from the Commencement Date as stated in the written Lease. The initial term shall commence on the date hereof and terminate on **June 31, 2041**. The total number of years available to Lessee is 20 years.

4. Duplicate Copies of the originals of the Lease Agreement are in the possession of the Lessor and Lessee and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.

5. Notices. Any notices required to be sent in accordance with the terms of this Lease Agreement No. 18-001, 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 Manager
 City of Palmer
 231W. Evergreen Ave.
 Palmer, AK 99645

Lessee's address: Meekins' Air Service C/O Michael J. Meekin and Diane M. Meekin
 P.O. Box 491
 Palmer, AK. 99645

6. Purpose. It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease Agreement No. 21-002; it being distinctly understood and agreed that said Lease Agreement No. 21-002 constitutes the entire lease and agreement between Lessor and the Lessee with respect to the Demised Premises and is hereby incorporated by reference. The Lease Agreement No. 21-002 contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease and addendum. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease Agreement No. 21-002. In the event of any inconsistency between the terms of the Lease Agreement 21-002 and this instrument, the terms of the Lease Agreement No. 21-002, shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease pursuant to due authorization on the dates herein acknowledged.

LESSOR: CITY OF PALMER

By: _____
John Moosey, City Manager

Date: _____

LESSEE: Michael J. Meekin d.b.a. Meekins' Air Service and Diane M. Meekin

By: _____
Michael J. Meekin (Sole Proprietor)

Date: _____

By: _____
Diane M. Meekin

Date: _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)
)ss.

THIS IS TO CERTIFY that on the _____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, to me known and known to me to be the identical individual described in and who executed the within and foregoing LEASE AGREEMENT as City Manager of the City of Palmer, freely and voluntarily on behalf of the City of Palmer for the uses and purposes therein mentioned.

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

Notary Public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)
)ss.

This is to certify that on the _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Michael J. Meekin, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

Notary public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)
)ss.

This is to certify that on the _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Diane M. Meekin, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

Notary public in and for Alaska

My commission expires: _____



Reliable Air Charter services
since 1981

© 2016 Meekin's Air Service

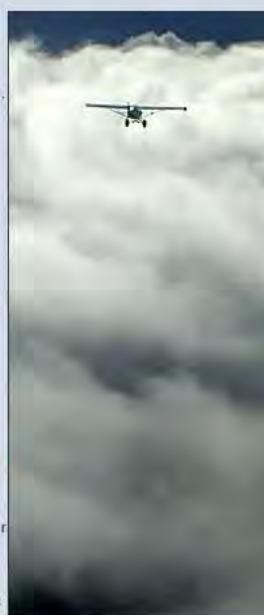
Meekin's Air Service

Mike Meekin began his air service in 1981: moving hunters, hikers, mountaineers, geologists, gold miners, residents, and photographers into the un-trod realms of the surrounding mountains.

Meekin's Air Service provides flightseeing trips over the Chugach Mountains, tracks wild animals for the Federal Fish and Wildlife Service, shuttles officers for Fish and Game and flies support for the National Outdoor Leadership School. In an average year he'll spend a thousand hours in the air and may cover more territory than is encompassed by the entire state, from Bethel to Whitehorse and Valdez to the Arctic, in a two-seater fabric plane.

His safety record is greatly coveted by other professional pilots. Mike's eldest daughter Samantha (Founder of [Alaska Wilderness Trails](#)) married Matthew Keller of Wasilla, Alaska. Matt also is an experienced pilot who has been flying with Meekin's Air Service for several years.

Currently the two pilots operate three Super Cubs and two Cessna 185s.



Reliable Air Charter services
since 1981

© 2016 Meekin's Air Service

Flightseeing

Meekin's Air Service provides visitors to Alaska a unique opportunity to view the majestic wonder of Alaska's Chugach and Talkeetna Mountains.

Glaciers and Mountains:

On our one hour flightseeing trip you'll see the mighty Matanuska Glacier, a favorite spot for mountaineers and ice climbers as well. We'll also have spectacular views of wild rivers fed by melting ice and snow. Perhaps we'll see rafters or kayakers fighting the swift currents. There's always the chance of seeing dall sheep, moose, bear and caribou in these remote locations throughout the Chugach Mountains.



Talkeetna Mountains:

Talkeetna, an Indian word meaning "where the rivers join," and when you fly over this beautiful country it will be easy to understand how it got its name. In July this region is home to herds of caribou 20,000 to 30,000 strong. It's quite a sight to see but also keep a sharp eye for sheep, moose and bear.



One hour flightseeing:

\$200 per person, 3 person minimum

City of Palmer
Action Memorandum No. 21-028

Subject: Authorizing the City Manager to Negotiate and Enter into a One-Year Contract with Alaska Sure Seal Inc., in an Amount Not to Exceed \$99,450.00, for Road Striping and Crack Sealing of City Streets for 2021

Agenda of: April 27, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Chris Nall, Director of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
✓	Finance		04/02/2021
_____	Fire	_____	_____
_____	Police	_____	_____
✓	Public Works		04/02/2021

Certification of Funds:

Total amount of funds listed in this legislation: \$ 99,450.00

This legislation (✓):

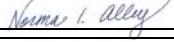
<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
✓	Creates expenditure in the amount of:	\$ <u>99,450.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
Has no fiscal impact		

Funds are (✓):

<input checked="" type="checkbox"/> Budgeted	Line item(s):	Road Painting Services 01-17-40-6065
<input type="checkbox"/> Not budgeted		Crack Sealing 01-17-40-6068

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Attachment(s):

1. Bid Sheet

Summary Statement/Background:

Road striping and crack sealing is an ongoing and annual project for the City. This contract will allow for the City Manager to negotiate and enter into a contract with Alaska Sure Seal Inc., for road striping and crack sealing requirements for 2021. The contract will also have the option for the City to extend the contract for two additional one-year contract extensions.

Administration's Recommendation:

Approve Action Memorandum No. 21-028 authorizing the City Manager to negotiate and enter into a contract with Alaska Sure Seal Inc.

	Bidder 1	Bidder 2	Bidder 3	Bidder 4
2021 Crack Sealing	Anchorage Striping LLC	Alaska Sure Seal		
BID PROPOSAL	111,215	\$99,450.00	Bid Amount	Bid Amount
Acknowledged Addenda 1 (Y/N)	yes	yes	NA	NA
Signed Proposal (Y/N)	yes	yes		
Bid Security (Bond) (Y/N)	yes	yes		
<hr/>				
Total Per Event Bid				
	Bidder 5	Bidder 6	Bidder 7	Bidder 8
	Bid Amount	Bid Amount	Bid Amount	Bid Amount
BID PROPOSAL				
Acknowledged Addenda 1 (Y/N)				
Signed Proposal (Y/N)				
Bid Security (Bond) (Y/N)				
<hr/>				
Total Bid				

**City of Palmer, Alaska
City Council Minutes**

**Regular Meeting
March 23, 2021**

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on March 23, 2021, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

Comprising a quorum of the Council, the following were present:

Edna DeVries, Mayor
Julie Berberich (participated telephonically)
Richard W. Best (participated telephonically)
Steve Carrington

Sabrena Combs, Deputy Mayor
Brian Daniels
Jill Valerius (participated telephonically)

Staff in attendance were the following:

John Moosey, City Manager
Norma I. Alley, MMC, City Clerk
Michael Gatti, City Attorney (participated telephonically)
Cynthia Cartledge, Bond Counsel (participated telephonically)

Chad Cameron, Fire Chief
Shayne LaCroix, Police Commander
Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 1. **Action Memorandum No. 21-018:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection for the Renewal of Liquor License No. 4064 for the Palmer Municipal Golf Course Located at 1000 E. Lepak Avenue
2. Approval of Minutes of Previous Meetings
 - a. February 9, 2021, Regular Meeting
 - b. February 23, 2021, Regular Meeting

Main Motion: To Approve the Agenda, Consent Agenda, and Minutes

Moved by:	Combs
Seconded by:	Daniels
Vote:	6 Yes/1 Absent (Best)
Action:	Motion Carried

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation of a Proclamation for Honoring Education and Sharing Day

Mayor Devries read and presented the proclamation to Rabbi Mendi Greenberg recognizing Education and Sharing Day. Rabbi Greenberg spoke on the importance of education, character building, and communities supporting the young people.

2. Update from Matanuska Electric Association (MEA) Director of Public Relations Julie Estey

Ms. Julie Estey, Matanuska Electric Association Director of Public Affairs, spoke on their upcoming elections, annual meeting to be held virtually, a future Board Meeting to discuss carbon reduction, how to report danger trees, and funding to help offset utility bills due to COVID-19.

3. Update from Rodeo Alaska Executive Director Frank Koloski Regarding the 2021 Professional Bull Riding Event

Mr. Frank Koloski, Rodeo Alaska Executive Director, gave an update on how the 2021 Professional Rodeo Event was progressing.

F. REPORTS

Council Member Best joined the meeting at 7:21 p.m.

1. City Manager's Report

Police Commander LaCroix introduced new Police Officer Nick White.

City Manager Moosey reported on the MSB looking to do a sewer feasibility study, federal government doing financial earmarks of one percent of state's annual budgets provided to each state representative, upcoming meeting with the mayor and Senator Hughes, and the Strategic Planning Meeting report to be available at the next Council Meeting.

2. City Clerk's Report

City Clerk Alley reported on two Senate Bills regarding elections, redistricting and the impact on election precincts, and thanked the Council for signing and returning the Code of Ethics and Conduct so quickly.

3. Mayor's Report

Mayor DeVries reported on recent meetings and spoke on an upcoming meeting with city manager and Senator Hughes.

4. City Attorney's Report

None.

G. AUDIENCE PARTICIPATION

Mr. Mike Chmielewski spoke on tourism and the rising COVID-19 numbers in the Valley.

H. PUBLIC HEARINGS

1. Resolution No. 21-011: Authorizing the City Manager to Apply for an Alaska Clean Water Fund (State Revolving Fund) Loan ("State Financing") in the Principal Amount not to Exceed \$8,052,000.00 to Provide Interim Funding as Required by the United States Department of Agriculture, to Finance the Acquisition, Construction and Installation of Two Secondary Clarifiers at the Palmer Wastewater Treatment Facility

Mayor DeVries opened the public hearing on Resolution No. 21-011. Seeing no one come forward and hearing no objection from the Council, Mayor Devries closed the public hearing.

Main Motion: To Approve Resolution No. 21-011

Moved by:	Combs
Seconded by:	Daniels
Vote:	Unanimous
Action:	Motion Carried

I. NEW BUSINESS

1. **Action Memorandum No. 21-019:** Authorizing the City Manager to Negotiate and Sign an Agreement for Mutual Aid Emergency Assistance with the Municipality of Anchorage

Fire Chief Cameron provided the staff report and fielded questions from Council.

Main Motion: To Approve Action Memorandum No. 21-019

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

J. EXECUTIVE SESSION

1. Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Public Entity and Matter which by Law, Municipal Charter, or Ordinances are Required to be Confidential – Potential Litigation Attorney Client Communication: State of Alaska City of Palmer Dispatch Agreement (note: action may be taken by the council following the executive session)

Main Motion: To Enter into Executive Session to Discuss Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Public Entity and Matter which by Law, Municipal Charter, or Ordinances are Required to be Confidential – Potential Litigation Attorney Client Communication: State of Alaska City of Palmer Dispatch Agreement (note: action may be taken by the council following the executive session)

Moved by:	Combs
Seconded by:	Carrington
Vote:	Unanimous
Action:	Motion Carried

Mayor DeVries called a recess at 7:59 p.m. and reconvened the meeting at 8:06 p.m.

The Council entered into Executive Session at 8:06 p.m. and exited at 8:32 p.m. to reconvene the Regular Meeting.

Upon exiting the Executive Session consensus, of the Council, was to keep the dispatch agreement on the agenda as an Executive Session until the matter is resolved.

K. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported no items were placed on the table.

L. AUDIENCE PARTICIPATION

None.

M. COUNCIL COMMENTS

Council Member Berberich and Council Member Valerius sponsored legislation for a future agenda regarding a vote from home feasibility study.

N. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:43 p.m.

Approved this _____ day of _____, 2021.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



March 4, 2021

FOR IMMEDIATE RELEASE

Save the Date for 14 Days of Fun at 2021 Fair

Fair Announces Expanded 14-Day Schedule for 2021: August 20 – September 6

Palmer, Alaska – Alaskans will have even more time to enjoy the Alaska State Fair in 2021, as organizers have announced an expanded 14-day schedule for this year's event. The 2021 Fair, themed *Seeing is Believing*, will be held Friday, August 20, through Monday, September 6, at the fairgrounds in Palmer. Hours will be 11 a.m. – 10 p.m. daily. During the 14-day run, the Fair will be closed on Tuesdays and Wednesdays (August 24 – 25 and August 31 – September 1).

"Our goal by adding another weekend is to help spread out the Fair crowds and keep fairgoers as safe as possible as Alaska continues to respond to the global pandemic," said Jerome Hertel, Fair CEO, adding that the Fair will be adhering to the current CDC recommendations for large events and will be filing a mitigation plan to the State.

"The expanded schedule will also provide an additional economic boost for the over 400 vendors at the Fair and, of course, provide an extra weekend of fun for our guests," he added.

The schedule for the 14-day Fair will look much the same as previous years, with a couple of noteworthy exceptions during the first weekend, August 20 – 23:

- The first weekend will feature fairgoer favorites, including carnival rides, vendors and concerts.
- The first weekend schedule will also include a free-with-Fair-admission RAM Trucks Timed Event Challenge in the Grandstand.
- The Farm Exhibits building will be closed the first weekend, as the livestock and their owners need the extra week to prepare. Animals will be in the barn on Thursday, August 26.
- Perishable exhibit items will also not be featured the first weekend.
- Early admission prices will be extended through Monday, August 23.

The announcement offers some good news after a challenging year. Last summer, the Fair made the difficult decision to cancel the 2020 event, to help reduce the spread of COVID-19. That was only the second time in the Fair's 85-year history that the event was canceled; the last time was a hiatus from 1942 – 1946 due to the War.

"Like so many other Alaska businesses and organizations, the Fair has struggled over the past year. As a private nonprofit 501 (c)(3) corporation, we rely on the support of fairgoers, sponsors and grant-makers. That support was significantly reduced in 2020 due to the tough decisions we had to make to protect the health of our fairgoers, staff, volunteers, vendors, entertainers and others," Hertel said.

Continued next page

Mile 40 Glenn Highway

2075 Glenn Highway
Palmer, AK 99645-6799
www.alaskastatefair.org

(907) 745-4827
FAX 746-2699

Continued from page 1

While the annual Fair did not occur, Fair staff was able to organize several smaller events in 2020 that encouraged community support and involvement, while adhering to public health recommendations. Those events included the Encore Drive-In Nights concert series, pop-up drive-in movie series, Food Truck Fare, Harvest Fest, and the Bright Up the Night holiday light display.

"We found some creative ways to connect with our community, but we missed coming together at the Fair last year. We look forward to once again being a gathering place for Alaskans at the 2021 Fair," Hertel said.

For more information, visit alaskastatefair.org or contact Melissa Keefe, marketing and communications manager, at mk@alaskastatefair.org.

###



Mile 40 Glenn Highway

2075 Glenn Highway
Palmer, AK 99645-6799
www.alaskastatefair.org

(907) 745-4827
FAX 746-2699



The Alaska Airmen's Association was established in 1951 and is the largest General Aviation organization in Alaska. With over 2,000 active members, this makes it one of the largest GA groups in the country. It is a non-profit 501 © 3 membership based organization whose sole purpose is to protect, preserve, and promote general aviation. Each year the Alaska Airmen's Association host the Great Alaska Aviation Gathering, with generally over 25,000 attendees and nearly 300 exhibitors from around the world, this is one of America's largest free-entry aviation trade shows. Each year the Association also holds an annual SuperCub raffle as its main fund raiser and this year won't be an exception.

Its members include pilots, students through ATP, mechanics, airline employees, aviation enthusiasts and any individual or business that have an interest in flying. Members reside in 5 countries, 46 states, and more than 50 Alaskan cities and membership is open to anyone. The Alaska Airmen's Association maintains an active liaison with agencies and departments across the United States, the State of Alaska and local governments that are charged with the responsibility of regulating general aviation.

2021 Great Alaska Aviation Gathering:

The City of Palmer, Palmer Municipal Airport will be co-hosting the “24th Annual Great Alaska Aviation Gathering” with the Alaska State Fairgrounds on May 8th and May 9th, presented by the Alaska Airmen's Association. This years event promises to be very exciting with new venues, new vendors, new displays, new demonstrations and even vendor rides from the airport.

Help and have fun at one of the biggest aviation tradeshows! Volunteers have a fun time throwing one of the greatest events in America and this event could not happen without volunteer support. Volunteers receive a free hooded sweatshirt, special behind the scenes access, volunteer only perks, and special passes to the exhibitor reception! Volunteers help with event planning, setup, parking, youth activities, and the vendor reception. It's not to late to sign up as a volunteer so please contact the Alaska Airmen's Association at:

info@alaskaairmen.org or call them at 907-245-1251

Abby Austin
Executive Director
907-245-1251
executivedirector@alaskaairmen.org
www.alaskaairmen.org



ALASKA AIRMEN ASSOCIATION

GREAT ALASKA AVIATION GATHERING

May 8-9, 2021

Sat 9a-5p; Sun 10a-5p



**Free admission & parking
NEW location!**

**Alaska State Fairgrounds &
Palmer Municipal Airport**

**NEW! Fly-in parking!
Live aircraft action!**

Over 150 aviation exhibitors
Discovery flights & kids' activities
Flight Simulator demos
Unique display aircraft
Food trucks galore

For more info: 907.245.1251
or info@alaskaairmen.org

alaskaairmen.org

original artwork by Jennifer Sonne

Thank you to our
generous sponsors:



GREAT ALASKA AVIATION GATHERING



MAY 9, 2021 AT THE PALMER MUNICIPAL AIRPORT

Arrival & Parking 9 am - 10 am
Check-in at Blue River Aviation
Airplane Viewing 10 am - 12:30 pm
Judging at 1 pm

THINK YOUR PLANE HAS WHAT IT TAKES TO STAND OUT?

SHOW & SHINE

CATEGORIES:

BEST IN SHOW

All planes welcome, only one will prevail.

2 IS BETTER THAN 1

Multi-engine madness

DUCT TAPE MASTERPIECE

Impossible to imagine it still flies. (but somehow it does)

THE POWERLIFTER

Hefty loads and short strips. Bring your Beavers, Otters, Helio Couriers and anything else that can haul!

SLICKEST SUPER CUB

With a little headwind, it might as well be a helicopter.

EXPERIMENTAL

Just because it isn't certified doesn't mean it isn't cool.

BEST IN THE SKY(WAGON)

A battle of the c180 & c185.

REGISTER FOR SHOW & SHINE:

Email info@alaskaairmen.org to register your plane in the show.

SPONSORED BY THE



REGISTRATION IS FREE!



PROCLAMATION

A PROCLAMATION RECOGNIZING MAY AS NATIONAL BIKE MONTH

WHEREAS, since 1956, the month of May was recognized as National Bike Month, and the City of Palmer promotes the celebration that continues to grow bigger from year to year, and

WHEREAS, bicycling is seen as an essential form of transportation and a simple solution to many problems of modern life. Cycling gives a chance for many benefits to improve physical and mental health, reduce stress, childhood obesity, and chronic disease, and

WHEREAS, bicycling is an excellent form of recreation; riding for fitness or with family, connects and boosts community spirit, improves the quality of life, and enhances happiness, and

WHEREAS, biking reduces noise and air pollution, and has a positive environmental impact on our planet, and

WHEREAS, cycling allows travel on scenic rural roads, to discover Palmer's natural beauty. It impacts Palmer's tourism and creates potential on local infrastructure, and

WHEREAS, Palmer is a bicycle-friendly community that stands to support and encourage the community to ride for health, fun, and happiness, and as Albert Einstein stated, "Life is like riding a bicycle. In order to stay balanced, you must keep moving,"

NOW, THEREFORE, BE IT IS PROCLAIMED by the Mayor and City Council of the city of Palmer, Alaska, that month of May is recognized as National Bike Month in the City of Palmer.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the city of Palmer to be affixed on this 27th day of April, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**Memorandum of
Agreement**
Between the Alaska State Fair and the City of Palmer
For the Alaska State Fair Parade
2021

Introduction

This proposal is submitted to form an agreement between parties for mutual understanding of the responsibilities between the Alaska State Fair and the City of Palmer in planning, staging and production of a successful Alaska State Fair Parade on August 21, 2021.

Purpose

The Alaska State Fair Parade offers multiple benefits in the Greater Palmer Area. A vital annual economic driver for downtown businesses in the City of Palmer, it provides a historical and emotional link to traditional activities over the past 38 years. It creates community goodwill which adds to the small-town feeling of this community, and affirms the long-standing relationship between the Alaska State Fair and the City of Palmer. The parties involved will work together as agreed and delineated below to produce an event that meets these goals.

Scope

Parties to be included in this agreement include the Alaska State Fair and the City of Palmer. The relationship between these agencies will be collaborative with defined roles and responsibilities. The primary point of contact for the event will be Sabrena Combs, Event Coordinator, as contracted by the Alaska State Fair. Planning meetings will be scheduled to discuss the event organization, logistics and communications.

Procedure and Oversight

The Alaska State Fair will be responsible for the following:

- to contract for a parade event coordinator and to provide a single point of contact person for all parade communications,
- funding in the amount of \$500 total for parade costs (including \$500 committed to parade cash prizes),
- 100 Alaska State Fair daily admission tickets for parade volunteers and VIPs,
- Fifteen (15) award ribbons for winning parade entries* (See Attachment A),
- seven to ten (7-10) performers/groups to walk in the parade, including transport to and from the parade
- parade publicity online and through local press outlets
- in-kind staff services for the parade,
- to provide liability insurance coverage for the event,
- print all necessary banners for parade and
- hire an independent contractor to coordinate parade with compensation of \$1000.
- The Alaska State Fair's City of Palmer business license will be operative for the Parade without need for any additional license.

The Event Coordinator will be responsible for the following:

- conducting organizational meetings as needed,
- theme and graphics implementation and coordination,
- working with the Alaska State Fair and volunteers to ensure a successful event on August 21
- contacting potential parade entrants and community leaders,
- arranging the point of contact for parade packet (entries) receipt or designate places to receive

- packets,
- collaboration with Fair and City of Palmer officials to create understanding and agreement on all aspects of the parade event.

The City of Palmer will be responsible for the following:

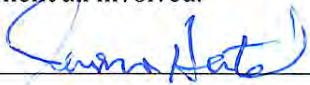
- working with contacted Event Coordinator,
- providing input into parade route considerations,
- acceptance of all parade entries, confirming licensing, accepting fees and forwarding to Event Coordinator,
- all necessary City permitting including road closure and public assembly permits
- working with Public Safety representatives and Public Works representatives on traffic control, security, and physical logistics to maintain order. Providing up to \$1,000 for parade expenses (from existing City of Palmer account for the Alaska State Fair Parade),
- Waive or pay any Public Safety and permitting fees (from City of Palmer account for Alaska State Fair Parade)

Other Groups to be Involved

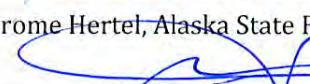
For information purposes, and outside of this agreement, the Greater Palmer Chamber of Commerce will be asked to provide an authorized representative at organizational meetings, to assist in providing parade day volunteers as needed, to advertise the parade among its members and throughout the community, serve as a pick-up/drop off point for parade entry packets if needed, and to work with the Event Coordinator on all details necessary to ensure a successful event on August 21.

Conclusion

This agreement between parties shall create mutual understanding of the responsibilities being undertaken in planning, development, staging and production of a successful Alaska State Fair Parade on August 21, 2021. The parties involved will work together in a unified and collaborative manner to produce an event that will benefit all involved.



Jerome Hertel, Alaska State Fair General Manager



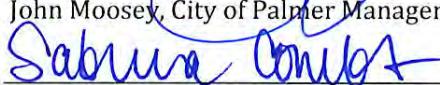
4/12/2021

Date



John Moosey, City of Palmer Manager

Date



Sabrena Combs, Parade Coordinator

Date



PROCLAMATION

PROCLAIMING MAY 6, 2021, AS NATIONAL DAY OF PRAYER

WHEREAS, the 70th observance of the National Day of Prayer will be held on Thursday, May 6, 2021, with the theme “Lord, we pray: Pour out Your Love, Life and Liberty” based on 2 Corinthians 3:17, “Now the Lord is the Spirit, and where the Spirit of the Lord is, there is liberty.”; and

WHEREAS, a National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775 and the United States Congress in 1952 approved as a Joint Resolution, “That the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation in churches, in groups and as individuals”; and

WHEREAS, the United States Congress, in 1988 by Public Law 100-307, as amended, establishes, “An act to provide for setting aside the first Thursday in May as the date on which the National Day of Prayer is celebrated”; and

WHEREAS, leaders and citizens of our communities, cities, states, and nation are afforded the privilege of prayer with the joy of seeking divine guidance, strength, protection, and comfort from Almighty God; and

WHEREAS, recognizing the love of God, we, citizens of Palmer treasure the freedom to gather in prayer, exercising reliance on God’s power in the face of present challenges and threats, asking for His blessing on every individual of our city.

NOW, THEREFORE, IT IS PROCLAIMED by the mayor of the city of Palmer, Alaska, does hereby recognize May 6, 2021, as National Day of Prayer in Palmer, and encourages citizens to unite in prayer for our nation, state, and city, to give thanks for the many blessings our country has received and to recognize our need for personal and corporate renewal of moral values.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the city of Palmer to be affixed on this 6th day of May, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



PROCLAMATION

A PROCLAMATION SUPPORTING OLDER ADULT MONTH

WHEREAS, every year, the month of May allows the City of Palmer to celebrate the contribution the older adults bring to our nation and community, and

WHEREAS, a traditional Hasidic saying, “For the unlearned, old age is winter; for the learned it is the season of harvest”; and

WHEREAS, the older adults devote their life by guiding and connecting the younger generations with the national and Palmer community history, and

WHEREAS, the older American play an important role in sharing knowledge, time, and talents through volunteer work for the community, and

WHEREAS, the older adults lend their experience in many workplaces, enrich and enlighten our society with their positive attitude and wisdom, and

WHEREAS, the City of Palmer recognize the role of the older adults as a vibrant and integral part of our community that deserve our honor, admiration, utmost respect, and support.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Palmer, Alaska, do hereby recognize May 2021 as Older Americans Month in Palmer, and encourage citizens to acknowledge older adults and the people who serve them as influential and vital parts of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Palmer to be affixed on this 27th day of April, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

City of Palmer
Ordinance No. 21-003

Subject: Amending Palmer Municipal Code Title 5.32 Definitions, Enacting 5.32.030 Standards for Marijuana Businesses, and Enacting 5.32.040 Marijuana Businesses License Review

Agenda of: April 13, 2021 – Introduction
April 27, 2021 – Public Hearing

Council Action: **Adopted** **Amended:** _____
 Defeated

Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

Route to:	Department Director:	Signature:	Date:
/	Community Development		March 10, 2021
	Finance		
	Fire		
	Police		
	Public Works		

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (/):

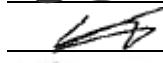
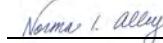
<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input type="checkbox"/>	Creates expenditure in the amount of:	\$ _____
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (/):

<input type="checkbox"/>	Budgeted	Line item(s): _____
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Attachment(s):

1. Ordinance No. 21-003
2. State of Alaska 3 AAC Chapter 7, Operating Requirements for All Marijuana Establishments
3. Alaska Statute 17.38
4. Ordinance No. 20-004
5. Planning and Zoning Commission Minutes of March 4, 2021 Special Meeting

Summary Statement/Background:

On October 6, 2020 residents of Palmer passed Referendum Ordinance No. 20-004 repealing Palmer Municipal Code (PMC) Chapter 5.32 Marijuana Businesses, Prohibiting the Operation of Marijuana Cultivation Facilities, Marijuana Manufacturing Facilities, Marijuana Testing Facilities, and Retail Marijuana Stores Pursuant to AS 17.38.110 Local Control, but not Restricting Industrial Hemp.

Ordinance No. 21-003 creates standards for operation of marijuana establishment businesses in the City of Palmer. The ordinance utilizes the language of the State of Alaska enacting regulations 3 AAC 306, regulations for Marijuana Control Board for AS 17.38 as a foundation for regulating marijuana establishment businesses in Palmer. 3 AAC 306 provides definitions, licensing types, general license requirements, operational controls, proximity requirements for four classifications of land use activities, signage, and odor. This ordinance adds childcare facilities to the activities that require a buffer for the operation of a marijuana business.

Ordinance No. 21-003 prohibits on-site consumption as an authorized use in the city. On-site consumption requires an additional endorsement to a retail marijuana license from the State of Alaska Marijuana Control Board and is subject to the same local control option the state authorizes in 17.38.110. The Palmer Planning and Zoning Commission considered the on-site endorsement when determining where marijuana licensing types should be permitted and determined because of the City of Palmer smoking ban and the prohibition of smoking in a public place in Chapter 8 it would be in conflict with current code.

Title 5 of Palmer Municipal code addresses different licensing activities the city regulates. Standards for operation and licensing review procedures are proposed to be enacted to supplement existing code language.

Ordinance No. 21-003 provides the process for marijuana business licensing review and standards for operating marijuana businesses. The intent of this ordinance to implement the Alaska State Statutes and City of Palmer supplemental regulation from PMC for marijuana, in conjunction with Title 17 land use regulations for marijuana, cultivation, manufacturing, testing and retail stores.

Administration's Recommendation:

Adopt Ordinance No. 21-003 Amending Palmer Municipal Code Title 5.32 definitions and enact standards for marijuana establishment licensing operations.

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: April 13, 2021
Public Hearing: April 27, 2021
Action:
Vote:

Yes: _____ No: _____

CITY OF PALMER, ALASKA**Ordinance No. 21-003****An Ordinance of the Palmer City Council Amending Palmer Municipal Code Title 5.32 Definitions, Enacting 5.32.030 Standards for Marijuana Businesses, and Enacting 5.32.040 Marijuana Businesses License Review**

WHEREAS, on November 4, 2014 the voters of the State of Alaska passed Ballot Measure 2, an Act to Tax and Regulate the Production, Sale, and Use of marijuana, codified as Alaska Statute 17.38; and

WHEREAS, Alaska Statute 17.38.210 states in part that a "local government" may enact ordinances or regulations not in conflict with this chapter or with regulations enacted pursuant to this chapter; and

WHEREAS, in October 2020 City of Palmer residents voted by referendum to repeal previously enacted ordinance prohibiting the operation of marijuana businesses; and

WHEREAS, the City of Palmer as a home rule municipality, has the authority to provide responsible standards of operation for marijuana businesses that protect the public peace, health, safety and welfare.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code Section 5.32.011 definitions is hereby enacted to read as follows (new language is underlined and deleted language is stricken):

5.32.11 Marijuana Classification

"Consume" means the act of ingesting, inhaling, or otherwise introducing marijuana into the human body.

"Local regulatory authority" means the office or entity designated to process marijuana establishment applications by a local government.

"Marijuana" means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate; "marijuana" does not include fiber produced from the stalks, oil or cake made from the seeds of the plant, sterilized seed of the plant that is

incapable of germination, the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products, or industrial hemp.

Section 4. Palmer Municipal Code Section 5.32.030 standards for marijuana businesses is hereby enacted to read as follows (new language is underlined and deleted language is stricken):

5.32.030 Standards for marijuana businesses

A. No person may operate a marijuana business within the City without a current City of Palmer business license and a license under AS 17.38 from the State of Alaska Marijuana Control Board. Licensee must be in compliance of all requirements of AS 17.38.

B. Marijuana businesses are permitted under PMC 17.28.020 as provided in the City of Palmer's Commercial Land Use Matrix and the provisions of this section. On-site consumption endorsements are not an approved use in the city of Palmer.

C. Marijuana businesses buffer distances shall be measured as the closest distance from the perimeter of a stand alone marijuana business structure to the outer boundaries of the school, youth recreation center, childcare facility, the main public entrance of a church, or a correctional facility. If the marijuana establishment occupies only a portion of a structure, buffer distances are measured as the closest distance from the perimeter of the closest interior wall segregating the marijuana business from other uses, or available uses in the structure , or an exterior wall if closer, to the outer boundaries of the school, youth recreation center, child care facility, the main public entrance of a church or correctional facility.

The following buffer zones shall be applied to all marijuana businesses in all districts:

1. Schools: 500 feet.
2. Churches: 500 feet.
3. Jail: 500 feet.
4. Youth recreation center: 500 feet.
5. Childcare facility: 500 feet

D. Licensed premises may not be open between the hours of 2:00 a.m. and 8:00 a.m. Monday through Sunday. No marijuana may be distributed, sold or dispensed at a licensed premise when the licensed premises is required to be closed pursuant to this section.

E. Upon denial or revocation of a marijuana establishment license issued by the State of Alaska, any license issued by the City under this article shall be null and void. If a court of competent jurisdiction determines that the issuance of local licenses violates State or federal law, all licenses issued under this article shall be deemed immediately revoked by operation of law, with no grounds for appeal or redress on behalf of the licensee.

F. Licensee must be in compliance with all standards and requirements of AS 17.38 relating to odor, security alarm systems, marijuana inventory tracking systems, health and safety standards, waste disposal, transportation and business records.

G. Signs shall comply with AS 17.38 and Palmer Municipal Code Title 14. No temporary signs are permitted.

H. If city administration obtains evidence that a marijuana business has violated a provision of AS 17.38, this chapter, or any provision of PMC 17.28.020, it shall so notify the State Marijuana Control Board.

Section 5. Palmer Municipal Code Section 5.32.040 marijuana license application review process is hereby enacted to read as follows (new language is underlined and deleted language is stricken):

5.32.040 Marijuana license application review process

A. Council is designated as the local regulatory authority.

B. The State of Alaska Marijuana Control Board will transmit to the City all applications for marijuana businesses under AS 17.38 for review. City Administration shall review all applications for compliance with PMC Code and AS 17.38 and provide written comments to city council.

C. Upon receipt of the application and written comments, Council shall consider whether or not to protest the application at its next duly noticed regularly scheduled meeting. Council may protest any application under this section or may recommend that an application under this section be approved subject to conditions.

D. The review of an application under this section shall not be subject to formal rules of evidence or procedure and Council may consider any facts or factors it deems relevant to its review so long as such facts or factors are not arbitrary, capricious or unreasonable.

E. Council's decision regarding whether or not to protest an application under this section shall be final and is not subject to appeal, except in accordance with AS 17.38.

Section 6. Effective Date. Ordinance No. 21-003 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this _____ day of _____, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

3 AAC 306
Regulations For The
Marijuana Control Board

Article 7
Operating Requirements for all Marijuana Establishments

Article 7

Operating Requirements for All Marijuana Establishments

3 AAC 306.700. Marijuana handler permit

(a) Each agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, and each licensee and employee must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

(b) To obtain a marijuana handler permit, a person must complete a marijuana handler permit education course approved by the board, pass a written test demonstrating an understanding of the course material, and obtain a certificate of course completion from the course provider.

(c) To obtain a marijuana handler permit, a person who has completed the marijuana handler permit education course described in 3 AAC 306.701 shall present the course completion certificate to the director. The director shall issue a marijuana handler permit card valid for three years from the date of issue of the course completion certificate. A person may renew a card issued under this section by taking a marijuana handler permit education course approved by the board and passing a written test demonstrating an understanding of the course subjects.

(d) A licensee, employee, or agent of a marijuana establishment shall keep the marijuana handler permit card described in (c) of this section in that person's immediate possession or a valid copy on file on the premises at all times when on the licensed premises of the marijuana establishment.

(e) Repealed 8/21/2019.

(f) The board will not issue a marijuana handler permit to a person who

(1) has been convicted of a felony in the state and either

(A) less than five years have elapsed from the time of the person's conviction; or

(B) the person is currently on probation or parole for that felony,

(2) has within the two year period immediately preceding submission of an

application, been convicted of a class A misdemeanor in the state involving a controlled substance other than a Schedule VIA controlled substance, under AS 11.71.190,

(3) has within the two year period immediately preceding submission of an application, been convicted of a class A misdemeanor in the state relating to selling, furnishing, or distributing marijuana; or,

(4) is currently under indictment for an offense listed in this section. (Eff. 2/21/2016, Register 217; am 5/23/2018, Register 226; am 9/7/2018, Register 227; am 2/21/2019, Register 229; am 8/21/2019, Register 231)

3 AAC 306.701. Marijuana Handler Permit Education Course

(a) The board shall approve all marijuana handler permit education courses before a course provider may issue a marijuana handler permit.

(b) The topics that an approved marijuana handler permit education course covers must include

- (1) AS 17.37, AS 17.38, and this chapter;
- (2) the effects of consumption of marijuana and marijuana products;
- (3) how to identify a person impaired by consumption of marijuana;
- (4) how to determine valid identification;
- (5) how to intervene to prevent unlawful marijuana consumption; and
- (6) the penalty for an unlawful act by a licensee, an employee, or an agent of a marijuana establishment.

(c) An approved course provider shall update the course with any applicable change to AS 17.37, AS 17.38, and this chapter within 10 days of the effective date of the change.

Notification of a change to an approved course shall be provided to the board within 3 days of the change.

(d) The board will review an approved marijuana handler permit education course at least once every three years, and may rescind approval of the course if the board finds that the education course contents are insufficient or inaccurate.

(e) An approved course provider shall provide continuous access to the course to the board and the director for the purpose of reviewing course materials at any time.

(f) The fee for a new marijuana handler permit education course and for a three-year review of a marijuana handler permit education course is \$500. (Eff. 8/21/2019, Register 231)

3 AAC 306.703. Operations

A licensed marijuana establishment shall operate in accordance with the operating plan approved by the board. The licensee may request an operating plan change in accordance with 3 AAC 306.100(c). (Eff. 5/9/2019, Register 230)

3 AAC 306.705. Licensed premises; alteration

(a) A marijuana establishment license will be issued for specific licensed premises.

Specific licensed premises must constitute a place clearly designated in a license application and described by a line drawing submitted with the license application. The licensed premises must

(1) have adequate space for its approved operations, including growing, manufacturing, processing, packaging, or storing marijuana or marijuana products; and

(2) be located and constructed to facilitate cleaning, maintenance, and proper operation.

(b) A marijuana establishment's license must be posted in a conspicuous place within the licensed premises.

(c) A holder of a marijuana establishment license may not alter the functional floor plan or reduce or expand the area of the licensed premises without first obtaining the director's written approval. A marijuana establishment license holder seeking to change or modify the licensed premises must submit a request for approval of the change on a form prescribed by the board, along with

(1) the fee prescribed in 3 AAC 306.100;

(2) a drawing showing the proposed change;

(3) evidence that the proposed change conforms to any local restrictions; and

(4) evidence that the licensee has obtained any applicable local building permit.

(Eff. 2/21/2016, Register 217)

3 AAC 306.710. Restricted access areas

(a) A marijuana establishment shall restrict access to any part of the licensed premises where marijuana or a marijuana product is grown, processed, tested, stored, or stocked.

(b) Except as provided in 3 AAC 306.325 for a retail marijuana store, each entrance to a restricted access area must be marked by a sign that says "Restricted access area. Visitors must be escorted." A marijuana establishment shall limit the number of visitors to not more than five visitors for each licensee, employee, or agent of the licensee who is actively engaged in

supervising those visitors.

(c) In a restricted access area, a licensee, employee, or agent of the marijuana establishment shall wear a current identification badge bearing the person's photograph. A person under 21 years of age may not enter a restricted access area. Any visitor to the restricted access area must

(1) show identification as required in 3 AAC 306.350 to prove that person is 21 years of age or older;

(2) obtain a visitor identification badge before entering the restricted access area; and

(3) be escorted at all times by a licensee, employee, or agent of the marijuana establishment. (Eff. 2/21/2016, Register 217)

3 AAC 306.715. Security alarm systems and lock standards

(a) Each licensee, employee, or agent of a marijuana establishment shall display an identification badge issued by the marijuana establishment at all times when on the marijuana establishment's licensed premises.

(b) The licensed premises of a marijuana establishment must have

(1) exterior lighting to facilitate surveillance;

(2) a security alarm system on all exterior doors and windows; and

(3) continuous video monitoring as provided in 3 AAC 306.720.

(c) A marijuana establishment shall have policies and procedures that

(1) are designed to prevent diversion of marijuana or marijuana product;

(2) prevent loitering;

(3) describe the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of licensed premises; and

(4) describe the actions to be taken by a licensee, employee, or agent of the marijuana establishment when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security.

(d) A marijuana establishment shall use commercial grade, non- residential door locks on all exterior entry points to the licensed premises.

(e) A marijuana establishment shall notify the Department of Commerce, Community,

and Economic Development, Alcohol and Marijuana Control Office as soon as reasonably practical and in any case not more than 24 hours after any unauthorized access to the premises or the establishment's knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises. (Eff. 2/21/2016, Register 217; am 5/25/2018, Register 226)

3 AAC 306.720. Video surveillance

(a) A marijuana establishment shall install and maintain a video surveillance and camera recording system as provided in this section. The video system must cover

(1) each restricted access area and each entrance to a restricted access area within the licensed premises;

(2) each entrance to the exterior of the licensed premises; and

(3) each point-of-sale area.

(b) At a marijuana establishment, a required video camera must be placed in a way that produces a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises. Both the interior and the exterior of each entrance to the facility must be recorded by a video camera.

(c) Any area where marijuana is grown, cured, or manufactured, or where marijuana waste is destroyed, must have a camera placement in the room facing the primary entry door, and in adequate fixed positions, at a height that will provide a clear, unobstructed view of the regular activity without a sight blockage from lighting hoods, fixtures, or other equipment, in order to allow for the clear and certain identification of any person and activity in the area at all times.

(d) Surveillance recording equipment and video surveillance records must be housed in a locked and secure area or in a lock box, cabinet, closet or other secure area that is accessible only to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including a peace officer or an agent of the board. A marijuana establishment may use an offsite monitoring service and offsite storage of video surveillance records if security requirements at the offsite facility are at least as strict as onsite security requirements as described in this section.

(e) Each surveillance recording must be preserved for a minimum of 40 days, in a format that can be easily accessed for viewing. All recorded images must clearly and accurately display the time and date, and must be archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated. After 40 days, a marijuana

establishment may erase video recordings, unless the licensee knows or should know of any pending criminal, civil, or administrative investigation for which the video recording may contain relevant information. (Eff. 2/21/2016, Register 217)

3 AAC 306.725. Inspection of licensed premises

(a) A marijuana establishment or an applicant for a marijuana establishment license under this chapter shall, upon request, make the licensed premises or the proposed licensed premises, including any place for storage, available for inspection by the director, an employee or agent of the board, or an officer charged with the enforcement of this chapter. The board or the director may also request a local fire protection agency or any other state agency with health and safety responsibilities to inspect licensed premises or proposed licensed premises.

(b) Inspection under this section includes inspection of the premises, facilities, qualifications of personnel, methods of operation, business and financial records, marijuana inventory tracking system, policies, and purposes of any marijuana establishment and of any applicant for a marijuana establishment license. (Eff. 2/21/2016, Register 217)

3 AAC 306.730. Marijuana inventory tracking system

(a) A marijuana establishment shall use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is a seed or cutting to a completed sale of marijuana or a marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

(b) Marijuana delivered to a marijuana establishment must be weighed on a scale registered in compliance with 3 AAC 306.745. (Eff. 2/21/2016, Register 217; am 10/20/2018, Register 228)

3 AAC 306.735. Health and safety standards

(a) A marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.

(b) A marijuana establishment shall take all reasonable measures and precautions to ensure that

- (1) any person who has an illness, an open sore or infected wound, or other potential source of infection does not come in contact with marijuana or a marijuana product while the illness or source of infection persists;
- (2) the licensed premises have
 - (A) adequate and readily accessible toilet facilities that are maintained in good repair and sanitary condition; and
 - (B) convenient handwashing facilities with running water at a suitable temperature; the marijuana establishment shall require employees to wash or sanitize their hands, and shall provide effective hand-cleaning, sanitizing preparations, and drying devices;
- (3) each person working in direct contact with marijuana or a marijuana product conforms to good hygienic practices while on duty, including
 - (A) maintaining adequate personal cleanliness; and
 - (B) washing hands thoroughly in an adequate hand-washing area before starting work, after using toilet facilities, and at any other time when the person's hands may have become soiled or contaminated;
- (4) litter, waste, and rubbish are properly removed; the waste disposal equipment must be maintained and adequate to
 - (A) avoid contaminating any area where marijuana or any marijuana product is stored, displayed, or sold;
 - (B) prevent causing odors or attracting pests;
- (5) floors, walls, and ceilings are constructed to allow adequate cleaning, and are kept clean and in good repair;
- (6) adequate lighting is installed in any area where marijuana or a marijuana product is stored, displayed, or sold, and where any equipment or utensil is cleaned;
- (7) screening or other protection adequately protects against the entry of pests;
- (8) each building, fixture, and other facility is maintained in sanitary condition;
- (9) each toxic cleaning compound, sanitizing agent, and pesticide chemical is identified and stored in a safe manner to protect against contamination of marijuana or a marijuana product and in compliance with any applicable local, state, or federal law;
- (10) adequate sanitation principles are used in receiving, inspecting, transporting,

and storing marijuana or a marijuana product; and

(11) marijuana or a marijuana product is held in a manner that prevents the growth of bacteria, microbes, or other undesirable microorganisms.

(c) A marijuana establishment shall ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. In this subsection, "stored improperly" means being exposed to extremes in temperature, humidity, smoke, fumes, pressure, or radiation due to a natural disaster, fire, accident, or equipment failure.

(d) If a marijuana establishment does not have reliable information about the age or storage conditions of marijuana or a marijuana product in its possession, the marijuana establishment may salvage the marijuana only if

(1) a licensed marijuana testing facility determines from quality assurance testing that the marijuana or marijuana product meets all applicable standards of moisture, potency, and contaminants;

(2) inspection of the premises where a disaster or accident occurred shows that the marijuana or marijuana product stored there was not adversely affected by the disaster or accident; and

(3) the marijuana establishment maintains a record of the salvaged marijuana or marijuana product in its marijuana inventory tracking system, including the name, lot number, and final disposition. (Eff. 2/21/2016, Register 217)

3 AAC 306.740. Waste disposal

(a) A marijuana establishment shall store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation production, processing, testing, or retail sales, in compliance with applicable federal, state, and local statutes, ordinances, regulations, and other law.

(b) Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves a marijuana establishment. Marijuana waste includes

(1) marijuana plant waste, including stalks, leaves, and stems that have not been processed with solvent;

(2) solid marijuana sample plant waste in the possession of a marijuana testing facility;

(3) marijuana or a marijuana product that has been found by the licensee unfit for sale or consumption;

(4) expired marijuana products; and

(5) other waste as determined by the board.

(c) A marijuana establishment shall

(1) give the board notice, on a form prescribed by the board, not later than three days before making the waste unusable and disposing of it; however, the director may authorize immediate disposal on an emergency basis;

(2) record the waste in the marijuana inventory tracking system required under 3 AAC 306.730; and

(3) keep a record through the marijuana inventory tracking system of the final destination of marijuana waste made unusable.

(d) Marijuana plant waste must be made unusable by grinding the marijuana plant waste and mixing it with at least an equal amount of other compostable or non-compostable materials. A marijuana establishment may use another method to make marijuana waste unusable if the board approves the method in advance. Material that may be mixed with the marijuana waste includes

(1) compostable materials including food waste, yard waste, vegetable based grease or oils, or other wastes approved by the board when the mixed material can be used as compost feedstock or in another organic waste method such as an anaerobic digester with approval of any applicable local government entity; or

(2) non-compostable materials including paper waste, cardboard waste, plastic waste, oil, or other wastes approved by the board when the mixed material may be delivered to a permitted solid waste facility, incinerator, or other facility with approval of any applicable local government entity.

(e) If marijuana or a marijuana product is found by, or surrendered to, a law enforcement officer including a peace officer or an airport security officer, the officer may dispose of the marijuana or marijuana product as provided in this section or by any method that is allowed under any applicable local ordinance. (Eff. 2/21/2016, Register 217; am 10/20/2018, Register 228)

3 AAC 306.745. Standardized scales

A marijuana establishment shall use registered scales in compliance with AS 45.75.080 (Weights and Measures Act). A marijuana establishment shall

(1) maintain registration and inspection reports of scales registered under AS 45.75.080 and 17 AAC 90.920 - 17 AAC 90.935; and

(2) upon request by the board or the director, provide a copy of the registration and inspection reports of the registered scales to the board or the director for review. (Eff.

2/21/2016, Register 217)

3 AAC 306.750. Transportation

(a) Marijuana or a marijuana product may only be transported to a licensed marijuana establishment by a licensee or an agent or employee of a licensee.

(b) A marijuana establishment from which a shipment of marijuana or marijuana product originates is responsible for preparing, packaging, and securing the marijuana or marijuana product during shipment, for recording the transfer in the marijuana inventory tracking system, and for preparing the transport manifest. An individual transporting marijuana in compliance with this section shall have a marijuana handler permit required under 3 AAC 306.700.

(c) When marijuana or a marijuana product is transported, the marijuana establishment that originates the transport shall use the marijuana inventory tracking system to record the type, amount and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle. A complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times.

(d) During transport, the marijuana or marijuana product must be in a sealed package or container and in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product. The sealed package may not be opened during transport. A vehicle transporting marijuana or a marijuana product must travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and may not make unnecessary stops in between except to deliver or pick up marijuana or a marijuana product at another licensed marijuana establishment.

(e) When a marijuana establishment receives marijuana or a marijuana product transported in compliance with this section, the recipient of the shipment shall use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana

product received. The recipient shall refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

(f) A marijuana establishment shall keep records of all marijuana or marijuana products shipped from or received at that marijuana establishment as required under 3 AAC 306.755.

(g) A marijuana establishment may transport marijuana or a marijuana product to and from a trade show or similar industry event in accordance with 3 AAC 306.760 and this section.
(Eff. 2/21/2016, Register 217; am 10/11/2017, Register 224; am 8/11/2018, Register 227)

3 AAC 306.755. Business records

(a) A marijuana establishment shall maintain in a format that is readily understood by a reasonably prudent business person

(1) all books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months must be maintained on the marijuana establishment's licensed premises; older records may be archived on or off premises;

(2) a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;

(3) the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;

(4) records related to advertising and marketing;

(5) a current diagram of the licensed premises including each restricted access area;

(6) a log recording the name, and date and time of entry of each visitor permitted in a restricted access area;

(7) all records normally retained for tax purposes;

(8) accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed; and

(9) transportation records for marijuana and marijuana products as required under 3 AAC 306.750(f).

(b) A marijuana establishment shall provide any record required to be kept on the licensed premises to an employee of the board upon request. Any record kept off premises must

be provided to the board's employees not later than three business days after a request for the record.

(c) A marijuana establishment shall exercise due diligence in preserving and maintaining all required records. Loss of records and data, including electronically maintained records, does not excuse a violation of this section. The board may determine a failure to retain records required under this section to be a license violation affecting public safety. (Eff. 2/21/2016, Register 217)

3 AAC 306.760. Trade Shows

(a) Licensed marijuana establishments must comply with this section when participating in trade shows and similar industry events.

(b) A licensed cultivation facility may bring one plant to the trade show or event for display. The removal from and return of the plant to the licensed premises must be tracked in the inventory tracking system. Any marijuana removed from the plant at the event must be retained by the licensee and returned to the licensed premises.

(c) A licensed cultivation facility and a licensed retail facility may bring up to one ounce of marijuana to the trade show or event for display. The removal from and return of the marijuana to the licensed premises must be tracked in the marijuana inventory tracking system. The marijuana shall be contained so that the marijuana may not be removed from the display's immediate vicinity by a member of the public.

(d) A licensed product manufacturing facility and a licensed retail facility may bring one sample package of each marijuana product made or sold by the facility to the event for display. The removal from and return of the marijuana product to the licensed premises must be tracked in the marijuana inventory tracking system. The marijuana product must remain packaged in the approved packaging throughout the duration of the event.

(e) A licensed testing facility may not perform required tests on samples from a licensed facility at any trade show or similar event.

(f) No marijuana or marijuana product may be sold or distributed by a licensee at the event.

(g) Marijuana and marijuana product displayed at an event by a licensee must be handled only by a licensee, or employee or agent of a licensee, who holds a valid marijuana handler permit.

(h) Advertising or promotions displayed or distributed at the event by a licensee shall comply with the requirements of this chapter. (Eff. 8/11/2018, Register 227)

3 AAC 306.770. Signs, merchandise, advertisements, and promotions

(a) Business cards and merchandise, including t-shirts, hats, and stickers, that are distributed by a licensed marijuana establishment and contain only the business name and logo, license name, and location and contact information, are not advertising or promotions.

(b) A licensed marijuana establishment may have not more than three signs that are visible to the general public from the public right-of-way. Two of the three signs may only be placed in the marijuana facility's window or attached to the outside of the licensed premises. The size of each sign may not exceed 4,800 square inches. A sign meeting these requirements is not advertising or promotions.

(c) An advertisement for a licensed marijuana establishment and for marijuana or a marijuana product must include the business name and license number.

(d) An advertisement for a licensed marijuana establishment is exempt from providing the warning statement in (g) of this section if

(1) the advertisement contains only the business name, logo, business type, contact information, location, and hours of operation; and

(2) the advertisement does not contain any written information about marijuana or a marijuana product or any photographic or illustrative depictions of marijuana or a marijuana product, other than depictions contained within the established business name font and logo.

(e) A logo or an advertisement for a licensed marijuana establishment and for marijuana or a marijuana product may not contain a statement or illustration that

(1) is false or misleading;

(2) promotes excessive consumption;

(3) represents that the use of marijuana has curative or therapeutic effects;

(4) depicts a person under 21 years of age consuming marijuana; or

(5) includes any object or character, including a toy, a cartoon character, or any other depiction that appeals to a person under 21 years of age.

(f) An advertisement for a licensed marijuana establishment and for marijuana or a marijuana product may not be placed

(1) within 1,000 feet of the perimeter of any child-centered facility, including a

school, a child care facility or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under 21 years of age, except when included in an established publication intended for general readership;

- (2) on or in a public transit vehicle or public transit shelter;
- (3) on or in a publicly owned or operated property;
- (4) within 1,000 feet of a substance abuse or treatment facility; or
- (5) on a campus for postsecondary education.

(g) An advertisement for marijuana or any marijuana product must contain each of the following warnings, that must be plainly visible and at least half the font size of an advertisement on a sign, and no smaller than size nine font when the advertisement is in printed form; warnings in audio advertisements must be intelligible and played at the same speed as the advertisement;

- (1) "Marijuana has intoxicating effects and may be habit forming and addictive.";
- (2) "Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence.";
- (3) "There are health risks associated with consumption of marijuana."";
- (4) "For use only by adults twenty-one and older. Keep out of the reach of children.";
- (5) "Marijuana should not be used by women who are pregnant or breast feeding.""

(h) A licensed marijuana establishment that advertises by means of a web page must utilize appropriate measures to ensure that individuals visiting the web page are 21 years of age or older.

(i) A licensed marijuana establishment may not engage in advertising by means of marketing directed towards location-based devices, including cellular phones, unless the marketing is a mobile device application installed on the device by the owner of the device who is 21 years of age or older and the application includes a permanent and easy opt-out feature.

(j) As long as no more than 30 percent of the event's participants and audience is reasonably expected to be under 21 years of age, a licensed marijuana establishment may sponsor

- (1) an industry trade show;
- (2) a charitable event;
- (3) a sports event or competition;

- (4) a concert; or
 - (5) any other even approved in advance by the board.
- (k) A licensed marijuana establishment may not encourage the sale of marijuana or a marijuana product
- (1) by using giveaway coupons for marijuana or a marijuana product as promotional materials;
 - (2) by conducting games or competitions related to the consumption of marijuana or a marijuana product;
 - (3) by providing promotional materials or activities of a manner or type that would be especially appealing to children; or
 - (4) by holding promotional activities outside of the licensed premises. (Eff.

10/17/2018, Register 228)

Chapter 17.38 THE REGULATION OF MARIJUANA

Sec. 17.38.010. Purpose and findings.

- (a) In the interest of allowing law enforcement to focus on violent and property crimes, and to enhance individual freedom, the people of the state of Alaska find and declare that the use of marijuana should be legal for persons 21 years of age or older.
- (b) In the interest of the health and public safety of our citizenry, the people of the state of Alaska further find and declare that the production and sale of marijuana should be regulated so that
- (1) individuals will have to show proof of age before purchasing marijuana;
 - (2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; and
 - (3) marijuana sold by regulated businesses will be labeled and subject to additional regulations to ensure that consumers are informed and protected.
- (c) The people of the state of Alaska further declare that the provisions of this Act are not intended to diminish the right to privacy as interpreted by the Alaska Supreme Court in *Ravin v. State of Alaska*.
- (d) Nothing in this Act proposes or intends to require any individual or entity to engage in any conduct that violates federal law, or exempt any individual or entity from any requirement of federal law, or pose any obstacle to federal enforcement of federal law.

Sec. 17.38.020. Personal use of marijuana.

Notwithstanding any other provision of law, except as otherwise provided in this chapter, the following acts, by persons 21 years of age or older, are lawful and are not criminal or civil offenses under Alaska law or the law of any political subdivision of Alaska or bases for seizure or forfeiture of assets under Alaska law:

- (1) possessing, using, displaying, purchasing, or transporting marijuana accessories or one ounce or less of marijuana;
- (2) possessing, growing, processing, or transporting not more than six marijuana plants, with three or fewer being mature, flowering plants, and possession of the marijuana produced by the plants on the premises where the plants were grown, except that not more than 12 marijuana plants, with six or fewer being mature, flowering plants, may be present in a single dwelling regardless of the number of persons 21 years of age or older residing in the dwelling;

- (3) transferring one ounce or less of marijuana and up to six immature marijuana plants to a person who is 21 years of age or older without remuneration;
- (4) consumption of marijuana, except that nothing in this chapter permits the consumption of marijuana in public; and
- (5) assisting, aiding, or supporting another person who is 21 years of age or older in any of the acts described in (1) - (4) of this section.

Sec. 17.38.030. Restrictions on personal cultivation, penalty.

- (a) The personal cultivation of marijuana described in AS 17.38.020(2) is subject to the following terms:
 - (1) marijuana plants shall be cultivated in a location where the plants are not subject to public view without the use of binoculars, aircraft, or other optical aids;
 - (2) a person who cultivates marijuana must take reasonable precautions to ensure the plants are secure from unauthorized access;
 - (3) marijuana cultivation may only occur on property lawfully in possession of the cultivator or with the consent of the person in lawful possession of the property.
- (b) A person who violates this section while otherwise acting in compliance with AS 17.38.020(2) is guilty of a violation punishable by a fine of up to \$750.

Sec. 17.38.040. Public consumption banned, penalty.

It is unlawful to consume marijuana in public. A person who violates this section is guilty of a violation punishable by a fine of up to \$100.

Sec. 17.38.050. False identification, penalty.

- (a) A person who is under 21 years of age may not present or offer to a marijuana establishment or the marijuana establishment's agent or employee any written or oral evidence of age that is false, fraudulent, or not actually the person's own, for the purpose of
 - (1) purchasing, attempting to purchase, or otherwise procuring or attempting to procure marijuana or marijuana products; or
 - (2) gaining access to a marijuana establishment.
- (b) A person who violates this section is guilty of a violation punishable by a fine of up to \$400.

Sec. 17.38.060. Marijuana accessories authorized.

Notwithstanding any other provision of law, it is lawful and shall not be an offense under Alaska law or the law of any political subdivision of Alaska or be a basis for seizure or forfeiture of assets under Alaska law for persons 21 years of age or older to manufacture, possess, or purchase marijuana accessories, or to distribute or sell marijuana accessories to a person who is 21 years of age or older.

Sec. 17.38.070. Lawful operation of marijuana-related facilities.

(a) Notwithstanding any other provision of law, the following acts, when performed by a retail marijuana store with a current, valid registration, or a person 21 years of age or older who is acting in the person's capacity as an owner, employee, or agent of a retail marijuana store, are lawful and shall not be an offense under Alaska law or be a basis for seizure or forfeiture of assets under Alaska law:

- (1) possessing, displaying, storing, or transporting marijuana or marijuana products, except that marijuana and marijuana products may not be displayed in a manner that is visible to the general public from a public right-of-way;
- (2) delivering or transferring marijuana or marijuana products to a marijuana testing facility;
- (3) receiving marijuana or marijuana products from a marijuana testing facility;
- (4) purchasing marijuana from a marijuana cultivation facility;
- (5) purchasing marijuana or marijuana products from a marijuana product manufacturing facility; and
- (6) delivering, distributing, or selling marijuana or marijuana products to consumers.

(b) Notwithstanding any other provision of law, the following acts, when performed by a marijuana cultivation facility with a current, valid registration, or a person 21 years of age or older who is acting in the person's capacity as an owner, employee, or agent of a marijuana cultivation facility, are lawful and shall not be an offense under Alaska law or be a basis for seizure or forfeiture of assets under Alaska law:

- (1) cultivating, manufacturing, harvesting, processing, packaging, transporting, displaying, storing, or possessing marijuana;
- (2) delivering or transferring marijuana to a marijuana testing facility;
- (3) receiving marijuana from a marijuana testing facility;
- (4) delivering, distributing, or selling marijuana to a marijuana cultivation facility, a marijuana product manufacturing facility, or a retail marijuana store;

- (5) receiving or purchasing marijuana from a marijuana cultivation facility; and
- (6) receiving marijuana seeds or immature marijuana plants from a person 21 years of age or older.

(c) Notwithstanding any other provision of law, the following acts, when performed by a marijuana product manufacturing facility with a current, valid registration, or a person 21 years of age or older who is acting in the person's capacity as an owner, employee, or agent of a marijuana product manufacturing facility, are lawful and shall not be an offense under Alaska law or be a basis for seizure or forfeiture of assets under Alaska law:

- (1) packaging, processing, transporting, manufacturing, displaying, or possessing marijuana or marijuana products;
- (2) delivering or transferring marijuana or marijuana products to a marijuana testing facility;
- (3) receiving marijuana or marijuana products from a marijuana testing facility;
- (4) delivering or selling marijuana or marijuana products to a retail marijuana store or a marijuana product manufacturing facility;
- (5) purchasing marijuana from a marijuana cultivation facility; and
- (6) purchasing of marijuana or marijuana products from a marijuana product manufacturing facility.

(d) Notwithstanding any other provision of law, the following acts, when performed by a marijuana testing facility with a current, valid registration, or a person 21 years of age or older who is acting in the person's capacity as an owner, employee, or agent of a marijuana testing facility, are lawful and shall not be an offense under Alaska law or be a basis for seizure or forfeiture of assets under Alaska law:

- (1) possessing, cultivating, processing, repackaging, storing, transporting, displaying, transferring, or delivering marijuana;
- (2) receiving marijuana or marijuana products from a marijuana cultivation facility, a marijuana retail store, a marijuana products manufacturer, or a person 21 years of age or older; and
- (3) returning marijuana or marijuana products to a marijuana cultivation facility, marijuana retail store, marijuana products manufacturer, or a person 21 years of age or older.

(e) Notwithstanding any other provision of law, it is lawful and shall not be an offense under Alaska law or be a basis for seizure or forfeiture of assets under Alaska law to lease or otherwise allow

the use of property owned, occupied, or controlled by any person, corporation, or other entity for any of the activities conducted lawfully in accordance with (a) - (d) of this section.

(f) Nothing in this section prevents the imposition of penalties upon marijuana establishments for violating this chapter or rules adopted by the board or local governments pursuant to this chapter.

(g) The provisions of AS 17.30.020 do not apply to marijuana establishments.

Sec. 17.38.080. Marijuana Control Board; appointment and qualifications.

(a) The Marijuana Control Board is established in the Department of Commerce, Community, and Economic Development as a regulatory and quasi-judicial agency. The board is in the Department of Commerce, Community, and Economic Development for administrative purposes only.

(b) The board members shall be appointed by the governor and confirmed by a majority of the members of the legislature in joint session. A member of the board may not hold any other state or federal office, either elective or appointive. The board consists of five voting members as follows:

- (1) one person from the public safety sector;
- (2) one person from the public health sector;
- (3) one person currently residing in a rural area;
- (4) one person actively engaged in the marijuana industry; and
- (5) one person who is either from the general public or actively engaged in the marijuana industry.

(c) Not more than two members of the board may be engaged in the same business, occupation, or profession.

(d) A board member representing the general public, the public safety sector, the public health sector, or a rural area, or the member's immediate family member, may not have a financial interest in the marijuana industry.

(e) In this section,

- (1) "financial interest" means holding, directly or indirectly, a legal or equitable interest in the operation of a business licensed under this chapter;
- (2) "immediate family member" means a spouse, child, or parent;
- (3) "marijuana industry" means a business or profession related to marijuana in which the person is lawfully engaged and that is in compliance with the provisions of state law, including this chapter and regulations adopted under this chapter;

(4) "public health sector" means a state, federal, or local entity that works to ensure the health and safety of persons and communities through education, policymaking, treatment and prevention of injury and disease, and promotion of wellness;

(5) "public safety sector" means a state, federal, or local law enforcement authority that provides for the welfare and protection of the general public through the enforcement of applicable laws;

(6) "rural area" means a community with a population of 7,000 or less that is not connected by road or rail to Anchorage or Fairbanks, or with a population of 2,000 or less that is connected by road or rail to Anchorage or Fairbanks.

Sec. 17.38.091. Terms of office; chair.

- (a) Members of the board serve staggered three-year terms.
- (b) Except as provided in AS 39.05.080(4), a member of the board serves until a successor is appointed.
- (c) A vacancy occurring in the membership of the board shall be filled within 30 days by appointment of the governor for the unexpired portion of the vacated term.
- (d) A member who has served all or part of three successive terms on the board may not be reappointed to the board unless three years have elapsed since the person has last served on the board.
- (e) The board shall select a chair from among its members.

Sec. 17.38.101. Per diem and expenses.

Members of the board do not receive a salary but are entitled to per diem and travel expenses authorized for boards and commissions under AS 39.20.180.

Sec. 17.38.111. Meetings.

(a) The board shall meet at the call of the chair. The board shall also meet at least once each year in each judicial district of the state to study this chapter and existing board regulations in light of statewide and local issues. Unless impracticable, the board shall hold its regular meetings at the same location as and within 24 hours of the regular meetings of the Alcoholic Beverage Control Board.

(b) Three members of the board constitute a quorum for the conduct of business. A majority of the whole membership of the board must approve applications for new licenses, renewals, transfers,

suspensions, and revocations of existing licenses, and product approvals as provided in regulations adopted by the board.

Sec. 17.38.121. Powers and duties of the board.

(a) The board shall control the cultivation, manufacture, and sale of marijuana in the state. The board is vested with the powers and duties necessary to enforce this chapter.

(b) The board shall

(1) propose and adopt regulations;

(2) establish by regulation the qualifications for licensure including fees and factors related to the applicant's experience, criminal justice history, and financial interests;

(3) review applications for licensure made under this chapter and may order the executive director to issue, renew, suspend, or revoke a license authorized under this chapter; and

(4) hear appeals from actions of the director and from actions of officers and employees charged with enforcing this chapter and the regulations adopted under this chapter.

(c) When considering an application for licensure, the board may reduce the area to be designated as the licensed premises from the area applied for if the board determines that a reduction in area is necessary to ensure control over the sale and consumption of marijuana on the premises or is otherwise in the public interest.

(d) The board shall adopt regulations under this chapter in accordance with AS 44.62 (Administrative Procedure Act).

(e) The board may employ, directly or through contracts with other departments and agencies of the state, enforcement agents and staff it considers necessary to carry out the purposes of this chapter. The salaries of personnel of the board in the exempt service shall be set by the Department of Administration.

(f) The board shall promptly notify all licensees and municipalities of major changes to this chapter and to regulations adopted under this chapter. However, if changes affect only specific classifications of licenses and permits, the board need only notify those licensees and municipalities directly affected by the changes. Current copies of this chapter and current copies of the regulations adopted under this chapter shall be made available at all offices in the state of the Department of Commerce, Community, and Economic Development and the detachment headquarters and posts maintained by the division of Alaska state troopers in the Department of Public Safety.

Sec. 17.38.131. Enforcement powers.

The director and the persons employed for the administration and enforcement of this chapter may, with the concurrence of the commissioner of public safety, exercise the powers of peace officers when those powers are specifically granted by the board. Powers granted by the board under this section may be exercised only when necessary for the enforcement of the criminally punishable provisions of this chapter, other criminal statutes relating to substances or activities regulated or permitted under this chapter, regulations of the board, and other criminally punishable laws and regulations relating to marijuana.

Sec. 17.38.140. Appointment and removal of director; staff.

(a) The director of the Alcoholic Beverage Control Board appointed under [AS 04.06.070](#) shall serve as the director of the board. The board may remove the director by a majority vote of the full membership of the board and a majority vote of the full membership of the Alcoholic Beverage Control Board. The governor may remove the executive director as provided in [AS 04.06.070](#).

(b) The paid staff of the Alcoholic Beverage Control Board created in [AS 04.06.010](#) shall also be the staff for the board.

Sec. 17.38.150. Duties of director.

The director shall enforce this chapter and regulations adopted by the board. The director shall issue, renew, transfer, suspend, or revoke all licenses and permits and issue product approvals at the direction of the board. The board may delegate to the director the authority to temporarily grant or deny the issuance, renewal, or transfer of licenses and permits. The director's temporary grant or denial of the issuance, renewal, or transfer of a license or permit is not binding on the board. The board may delegate to the director any duty imposed by this chapter except its power to propose and adopt regulations.

Sec. 17.38.190. Rulemaking.

(a) Not later than nine months after February 24, 2015, the board shall adopt regulations necessary for implementation of this chapter. Such regulations shall not prohibit the operation of marijuana establishments, either expressly or through regulations that make their operation unreasonably impracticable. Such regulations shall include

- (1) procedures for the issuance, renewal, suspension, and revocation of a registration to operate a marijuana establishment, with such procedures subject to all requirements of AS 44.62 (Administrative Procedure Act);
- (2) a schedule of application, registration, and renewal fees, provided, application fees shall not exceed \$5,000, with this upper limit adjusted annually for inflation, unless the board determines a greater fee is necessary to carry out its responsibilities under this chapter;
- (3) qualifications for registration that are directly and demonstrably related to the operation of a marijuana establishment;
- (4) security requirements for marijuana establishments, including for the transportation of marijuana by marijuana establishments;
- (5) requirements to prevent the sale or diversion of marijuana and marijuana products to persons under the age of 21;
- (6) labeling requirements for marijuana and marijuana products sold or distributed by a marijuana establishment;
- (7) health and safety regulations and standards for the manufacture of marijuana products and the cultivation of marijuana;
- (8) reasonable restrictions on the advertising and display of marijuana and marijuana products; and
- (9) civil penalties for the failure to comply with regulations made pursuant to this chapter.

(b) In order to ensure that individual privacy is protected, the board shall not require a consumer to provide a retail marijuana store with personal information other than government-issued identification to determine the consumer's age, and a retail marijuana store shall not be required to acquire and record personal information about consumers.

Sec. 17.38.200. Marijuana establishment registrations.

(a) Each application or renewal application for a registration to operate a marijuana establishment shall be submitted to the board. A renewal application may be submitted up to 90 days before the expiration of the marijuana establishment's registration. When filing an application for a new registration under this subsection, the applicant shall submit the applicant's fingerprints and the fees required by the Department of Public Safety under AS 12.62.160 for criminal justice information

and a national criminal history record check. When filing an application for renewal of registration, an applicant shall submit the applicant's fingerprints and the fees required by the Department of Public Safety under AS 12.62.160 for criminal justice information and a national criminal history record check every five years. The board shall forward the fingerprints and fees to the Department of Public Safety to obtain a report of criminal justice information under AS 12.62 and a national criminal history record check under AS 12.62.400.

- (b) The board shall begin accepting and processing applications to operate marijuana establishments one year after February 24, 2015.
- (c) Upon receiving an application or renewal application for a marijuana establishment, the board shall immediately forward a copy of each application and half of the registration application fee to the local regulatory authority for the local government in which the applicant desires to operate the marijuana establishment, unless the local government has not designated a local regulatory authority pursuant to AS 17.38.210(c).
- (d) Within 45 to 90 days after receiving an application or renewal application, the board shall issue an annual registration to the applicant unless the board finds the applicant is not in compliance with regulations enacted pursuant to AS 17.38.190 or the board is notified by the relevant local government that the applicant is not in compliance with ordinances and regulations made pursuant to AS 17.38.210 and in effect at the time of application.
- (e) If a local government has enacted a numerical limit on the number of marijuana establishments and a greater number of applicants seek registrations, the board shall solicit and consider input from the local regulatory authority as to the local government's preference or preferences for registration.
- (f) Upon denial of an application, the board shall notify the applicant in writing of the specific reason for its denial.
- (g) Every marijuana establishment registration shall specify the location where the marijuana establishment will operate. A separate registration shall be required for each location at which a marijuana establishment operates.
- (h) Marijuana establishments and the books and records maintained and created by marijuana establishments are subject to inspection by the board.
- (i) A marijuana establishment may not be registered under this chapter if a person who is an owner, officer, or agent of the marijuana establishment has been convicted of a felony and either

- (1) less than five years have elapsed from the time of the person's conviction;
or
(2) the person is currently on probation or parole for that felony.

Sec. 17.38.210. Local control.

- (a) A local government may prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or retail marijuana stores through the enactment of an ordinance or by a voter initiative. An established village may prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or retail marijuana stores as provided in [AS 17.38.300](#).
- (b) A local government may enact ordinances or regulations not in conflict with this chapter or with regulations enacted pursuant to this chapter, governing the time, place, manner, and number of marijuana establishment operations. A local government may establish civil penalties for violation of an ordinance or regulation governing the time, place, and manner of a marijuana establishment that may operate in such local government.
- (c) A local government may designate a local regulatory authority that is responsible for processing applications submitted for a registration to operate a marijuana establishment within the boundaries of the local government. The local government may provide that the local regulatory authority may issue such registrations should the issuance by the local government become necessary because of a failure by the board to adopt regulations pursuant to [AS 17.38.190](#) or to accept or process applications in accordance with [AS 17.38.200](#).
- (d) A local government may establish procedures for the issuance, suspension, and revocation of a registration issued by the local government in accordance with (f) of this section or (g) of this section. These procedures shall be subject to all requirements of [AS 44.62](#) (Administrative Procedure Act).
- (e) A local government may establish a schedule of annual operating, registration, and application fees for marijuana establishments, provided, the application fee shall only be due if an application is submitted to a local government in accordance with (f) of this section and a registration fee shall only be due if a registration is issued by a local government in accordance with (f) of this section or (g) of this section.
- (f) If the board does not issue a registration to an applicant within 90 days of receipt of the application filed in accordance with [AS 17.38.200](#) and does not notify the applicant of the specific,

permissible reason for its denial, in writing and within such time period, or if the board has adopted regulations pursuant to AS 17.38.190 and has accepted applications pursuant to AS 17.38.200 but has not issued any registrations by 15 months after the effective date of this Act, the applicant may resubmit its application directly to the local regulatory authority, pursuant to (c) of this section, and the local regulatory authority may issue an annual registration to the applicant. If an application is submitted to a local regulatory authority under this subsection, the board shall forward to the local regulatory authority the application fee paid by the applicant to the board upon request by the local regulatory authority.

(g) If the board does not adopt regulations required by AS 17.38.190, an applicant may submit an application directly to a local regulatory authority after one year after February 24, 2015 and the local regulatory authority may issue an annual registration to the applicant.

(h) A local regulatory authority issuing a registration to an applicant shall do so within 90 days of receipt of the submitted or resubmitted application unless the local regulatory authority finds and notifies the applicant that the applicant is not in compliance with ordinances and regulations made pursuant to (b) of this section in effect at the time the application is submitted to the local regulatory authority. The local government shall notify the board if an annual registration has been issued to the applicant.

(i) A registration issued by a local government in accordance with (f) of this section or (g) of this section shall have the same force and effect as a registration issued by the board in accordance with AS 17.38.200. The holder of such registration shall not be subject to regulation or enforcement by the board during the term of that registration.

(j) A subsequent or renewed registration may be issued under (f) of this section on an annual basis only upon resubmission to the local government of a new application submitted to the board pursuant to AS 17.38.200.

(k) A subsequent or renewed registration may be issued under (g) of this section on an annual basis if the board has not adopted regulations required by AS 17.38.190 at least 90 days prior to the date upon which such subsequent or renewed registration would be effective or if the board has adopted regulations pursuant to AS 17.38.190 but has not, at least 90 days after the adoption of such regulations, issued registrations pursuant to AS 17.38.200.

(l) Nothing in this section shall limit such relief as may be available to an aggrieved party under AS 44.62 (Administrative Procedure Act).

(m) Except as provided in [AS 29](#), the exercise of the powers authorized by this section by a borough may be exercised only on a nonareawide basis. In this subsection, "nonareawide" means throughout the area of a borough outside all cities in the borough.

Sec. 17.38.220. Employers, driving, minors, and control of property.

(a) Nothing in this chapter is intended to require an employer to permit or accommodate the use, consumptions, possession, transfer, display, transportation, sale, or growing of marijuana in the workplace or to affect the ability of employers to have policies restricting the use of marijuana by employees.

(b) Nothing in this chapter is intended to allow driving under the influence of marijuana or to supersede laws related to driving under the influence of marijuana.

(c) Nothing in this chapter is intended to permit the transfer of marijuana, with or without remuneration, to a person under the age of 21.

(d) Nothing in this chapter shall prohibit a person, employer, school, hospital, recreation or youth center, correction facility, corporation, or any other entity who occupies, owns, or controls private property from prohibiting or otherwise regulating the possession, consumption, use, display, transfer, distribution, sale, transportation, or growing of marijuana on or in that property.

Sec. 17.38.230. Impact on medical marijuana law.

Nothing in this chapter shall be construed to limit any privileges or rights of a medical marijuana patient or medical marijuana caregiver under [AS 17.37](#).

Sec. 17.38.300. Local option election by an established village.

(a) If a majority of the voters voting on the question vote to approve the option, an established village shall exercise a local option to prohibit the operation of one or more of the following types of marijuana establishments:

- (1) marijuana cultivation facilities;
- (2) marijuana product manufacturing facilities;
- (3) marijuana testing facilities; or
- (4) retail marijuana stores.

(b) A ballot question to adopt a local option under this section must at least contain language substantially similar to the following: "Shall (name of village) adopt a local option to prohibit (specify local option under (a) of this section)? (yes or no)."

Sec. 17.38.310. Removal of local option.

(a) If a majority of the voters voting on the question vote to remove the option, an established village shall remove a local option previously adopted under [AS 17.38.300](#). The option is repealed effective the first day of the month following certification of the results of the election.

(b) A ballot question to remove a local option under this section must at least contain language substantially similar to the following: "Shall (name of village) remove the local option currently in effect, that prohibits (current local option under [AS 17.38.300\(a\)](#)), so that there is no longer any local option in effect? (yes or no)."

(c) When issuing a registration in the area that has removed a local option, the board shall give priority to an applicant who was formerly registered and whose registration was not renewed because of the results of the previous local option election. However, an applicant described in this subsection does not have a legal right to registration, and the board is not required to approve the application.

Sec. 17.38.320. Effect on registrations of prohibition of marijuana establishments.

If a majority of voters vote to prohibit the operation of marijuana establishments under [AS 17.38.300](#), the board may not issue, renew, or transfer, between persons or locations, a registration for a marijuana establishment located within the perimeter of the established village. A registration that may not be renewed because of a local option election held under [AS 17.38.300](#) is void 90 days after the results of the election are certified. A registration that expires during the 90 days after the results of a local option election are certified may be extended, until it is void under this section, by payment of a prorated portion of the annual registration fee.

Sec. 17.38.330. Prohibition of sale and manufacture after election.

(a) If a majority of the voters vote to prohibit the operation of marijuana establishments under [AS 17.38.300](#), a person may not knowingly sell or manufacture marijuana in the established village.

(b) If there are registered establishments within the established village, the prohibition on sale and manufacture is effective beginning 90 days after the results of the election are certified.

(c) Nothing in this section prohibits the personal conduct authorized in AS
17.38.020.

(d) A person who violates this section is guilty, upon conviction, of a class A misdemeanor. Each violation is a separate offense.

Sec. 17.38.340. Procedure for local option elections.

(a) An election to adopt a local option under AS 17.38.300 or remove a local option under AS
17.38.310 shall be conducted as required in this section.

(b) Upon receipt of a petition of 35 percent or more of the registered voters residing within an established village, the lieutenant governor shall place on a separate ballot at a special election the local option or removal of local option that constitutes the subject of the petition. The lieutenant governor shall conduct the election under AS 15.

(c) An election under (b) of this section to remove a local option may not be conducted during the first 24 months after the local option was adopted or more than once in a 36-month period.

(d) After a petition has been certified as sufficient to meet the requirements of (b) of this section, another petition may not be filed or certified until after the question presented in the first petition has been voted on. A local option question to prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or retail marijuana stores or to prohibit all marijuana establishments may be presented in one election.

Sec. 17.38.350. Establishment of perimeter of established village.

(a) Except as provided under (b) and (c) of this section, for purposes of AS 17.38.300 - 17.38.320, the perimeter of an established village is a circle around the established village that includes an area within a five-mile radius of the post office of the established village. If the established village does not have a post office, the perimeter of an established village is a circle around the established village that includes an area within a five-mile radius of another site selected by the local governing body or by the board if the established village does not have a local governing body.

(b) If the perimeter of an established village determined under (a) of this section includes any area that is within the perimeter of another established village and, if the other established village has

- (1) also adopted a local option under AS 17.38.300, the local option of the established village that is less restrictive applies in the overlapping area;
- (2) not adopted a local option under AS 17.38.300, the local option does not apply in the overlapping area.

(c) If the board determines that the perimeter of an established village as provided under (a) and (b) of this section does not accurately reflect the perimeter of the established village, the board may establish the perimeter of the established village and the areas of overlapping perimeter described under (b) of this section for purposes of applying a local option selected under this chapter.

Sec. 17.38.360. Notice of the results of a local option election.

If a majority of the voters vote to adopt or remove a local option under AS 17.38.300 or 17.38.310, the lieutenant governor shall notify the board of the results of the election immediately after the results are certified. The board shall immediately notify the Department of Law and the Department of Public Safety of the results of the election.

Sec. 17.38.370. Bail forfeiture for certain offenses.

The supreme court shall establish by rule or order a schedule of bail amounts that may be forfeited without court appearance for a violation of AS 17.38.030 - 17.38.050.

Sec. 17.38.900. Definitions.

As used in this chapter, unless the context otherwise requires,

- (1) "board" means the Marijuana Control Board established by AS 17.38.080;
- (2) "consumer" means a person 21 years of age or older who purchases marijuana or marijuana products for personal use by persons 21 years of age or older, but not for resale to others;
- (3) "consumption" means the act of ingesting, inhaling, or otherwise introducing marijuana into the human body;

- (4) "director" means the director of the Marijuana Control Board and the Alcoholic Beverage Control Board;
- (5) "dwelling" has the meaning given in AS 11.81.900;
- (6) "established village" means an area that does not contain any part of an incorporated city or another established village and that is an unincorporated community that is in the unorganized borough and that has 25 or more permanent residents;
- (7) "local government" means both home rule and general law municipalities, including boroughs and cities of all classes and unified municipalities;
- (8) "local regulatory authority" means the office or entity designated to process marijuana establishment applications by a local government;
- (9) "manufacture" has the meaning given in AS 11.71.900.
- (10)"marijuana" means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate; "marijuana" does not include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant that is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products, or industrial hemp as defined in AS 03.05.100;
- (11)"marijuana accessories" means any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body;
- (12)"marijuana cultivation facility" means an entity registered to cultivate, prepare, and package marijuana and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers;
- (13)"marijuana establishment" means a marijuana cultivation facility, a marijuana testing facility, a marijuana product manufacturing facility, or a retail marijuana store;

(14)"marijuana product manufacturing facility" means an entity registered to purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers;

(15)"marijuana products" means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures;

(16)"marijuana testing facility" means an entity registered to analyze and certify the safety and potency of marijuana;

(17)"registration" means registration or licensure, as determined by regulation;

(18)"retail marijuana store" means an entity registered to purchase marijuana from marijuana cultivation facilities, to purchase marijuana and marijuana products from marijuana product manufacturing facilities, and to sell marijuana and marijuana products to consumers;

(19)"unreasonably impracticable" means that the measures necessary to comply with the regulations require such a high investment of risk, money, time, or any other resource or asset that the operation of a marijuana establishment is not worthy of being carried out in practice by a reasonably prudent businessperson.

Legislative History

Referendum Petition Application Submitted to the City Clerk:	March 4, 2020
Petition Application Certified by the City Clerk:	March 24, 2020
Completed Referendum Petition Submitted to City Clerk:	July 13, 2020
Petition Certified by City Clerk:	July 15, 2020
Measure Placed Before the Voters at the Regular Election of:	October 6, 2020
Proposition No. P-1, Passed at the Regular Election of:	October 6, 2020
Election Certified by the Palmer City Council:	October 12, 2020
Vote on Certification of Election:	Unanimous
Effective Date:	October 12, 2020

CITY OF PALMER, ALASKA

Ordinance No. 20-004

A Referendum Ordinance of the Voters of the City of Palmer Repealing Palmer Municipal Code Chapter 5.32 Marijuana Businesses, Prohibiting the Operation of Marijuana Cultivation Facilities, Marijuana Manufacturing Facilities, Marijuana Testing Facilities, and Retail Marijuana Stores Pursuant to AS 17.38.110 Local Control, but Not Restricting Industrial Hemp as Defined Herein

THE VOTERS OF THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code is hereby amended to read as follows (new language is underlined and deleted language is stricken):

~~5.32.020~~ Marijuana businesses prohibited.

~~A. Marijuana businesses are prohibited.~~

~~B. The prohibition contained in subsection (A) of this section shall not apply to or restrict any business, act, or commerce relating to the growing or processing of industrial hemp otherwise authorized by state or federal law, whether authorized by AS 17.38 or any other provision of state or federal law; nor shall the prohibition contained in subsection (A) of this section preclude issuance of a license or registration required for industrial hemp-related business or commerce to a qualified person or entity.~~

Section 4. Effective Date. This Ordinance shall take effect immediately upon its approval by a majority of the qualified voters voting on the question at the election of October 6, 2020, and certification of the election on October 12, 2020.

Passed and approved this 12th day of October, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**PLANNING & ZONING COMMISSION
CITY OF PALMER, ALASKA**

**SPECIAL MEETING
THURSDAY, MARCH 4, 2021
6:00 P.M. - COUNCIL CHAMBERS**

A. CALL TO ORDER:

The Special Meeting of the Planning and Zoning Commission was called to order by Chair Peterson at 6:00 p.m.

B. ROLL CALL:

Constituting a quorum, present in person were Commissioners:

Casey Peterson, Chair
Josh Tudor, Vice Chair (late arrival at 6:53 pm)
Linda Combs
Lisbeth Jackson

Present via Zoom video/teleconference were Commissioners:

Kristy Thom Bernier
Pamela Melin
Sabrina Shelton (late arrival at 6:59 pm)

Also present were:

Brad Hanson, Community Development Director
Nichole Degner, Community Development Specialist
Pam Whitehead, Recording Secretary (via teleconference)

C. PLEDGE OF ALLEGIANCE: The Pledge was performed.

D. APPROVAL OF AGENDA:

The agenda was unanimously approved, *as amended*, by roll call vote, revising the order of business for this and all future meetings, moving item L Staff Report to item F to be known as F *Reports*, followed by G *Audience Participation*, H *Public Hearings*, I *Unfinished Business*, J *New Business*, K *Plat Reviews*, L *Public Comments*, M *Commissioner Comments*, and N *Adjournment*. There were no objections.
[Thom-Bernier, Melin, Jackson, Combs, Peterson (Tudor, Shelton not yet present)]

E. MINUTES OF PREVIOUS MEETING:

The minutes of the **January 21, 2021 Regular Meeting** and minutes of the **February 18, 2021 Postponement to March 4, 2021** were unanimously approved as presented.

[Thom-Bernier, Melin, Jackson, Combs, Peterson (Tudor, Shelton not yet present)]

F. REPORTS:

Director Hanson:

- Reported that the City Council adopted the Central Business District and all amendments to the Commercial District.

G. AUDIENCE PARTICIPATION:

Noel Kopperud, Palmer resident/property owner, submitted comments *via email* Memorandum dated March 3, 2021, expressing concerns on the proposed Green Acres Subdivision Master Plan (Case #2021-006), primarily relating to water surface drainage.

(Ms. Degner read Mr. Kopperud's email in its entirety into the record.)

H. PUBLIC HEARINGS:

1. **IM 21-001:** Amending Palmer Municipal Code Chapter 17.32 to allow retail marijuana as a permitted use and amend 17.36 and 17.57 to allow marijuana cultivation, testing and manufacturing as a permitted use.

Staff Report: Director Hanson summarized the current status of the proposed text amendment. Under review are Ordinance No. 21-0XX Enacting standards for marijuana businesses, Draft CC Ordinance No. 21-0XX, and Chapter 7 of 3 AAC 306 Regulations for the Marijuana Control Board. The recommendation for adoption to the City Council is one of the necessary steps to implementing the ballot proposition; other considerations are taxation and licensing or permitting requirements. The Commission is to review and if approved, move forward to the City Council recommending adoption.

Public Hearing:

Chair Peterson opened the hearing for public testimony.

Stephanie Allen, Palmer resident, *via email*, submitted testimony regarding IM 21-001, noting agreement with prohibition of on-site consumption, raising concerns about cancer-causing substances and toxins in second-hand marijuana smoke, and asked the Commission to consider revising the buffer zones for all marijuana businesses to 1000 feet.

(Ms. Degner read Ms. Allen's email in its entirety into the record.)

There being no others to testify, the public hearing was closed and the matter brought back before the Commission.

Chair Peterson called for a motion to put the matter on the table for discussion:

Main Motion: For adoption of IM 21-001, amending PMC 17.32 to allow retail marijuana as a permitted use and amending 17.36 and 17.57 to allow marijuana cultivation, testing and manufacturing.

Moved by:	Jackson
Seconded by:	Melin

Commission discussion topics:

- Whether to allow in the Central Business District;
- Director Hanson responded to Commissioner questions providing clarification on some of the issues and definitions;

Primary Amendment: To amend the Ordinance to allow marijuana retail establishments within the Central Business District (CBD).

Moved by:	Melin
Seconded by:	Jackson

[Commissioner Tudor joined the meeting at 6:53 p.m.]

Discussion on the amendment:

- Commissioner Combs spoke to concerns relayed to her by many of the business owners located within the Central Business District, noting they appreciate the CBD for many reasons, but they are

- not* in favor of retail marijuana establishments within the CBD.
- Commissioner Melin also had concerns about allowing retail marijuana within the CBD; that it would be better received if it were in the Commercial District.
- Commissioner Jackson spoke to the will of the people when they voted to allow marijuana shops in downtown Palmer where other retail shops are located.
- Chair Peterson noted he feels strongly in agreement with Commissioner Jackson, comparing it to bars being allowed downtown; that when the people voted, they weren't considering sections of Palmer to be excluded.
- Commissioner Tudor spoke in agreement to allow downtown as well as the CBD.

[Commissioner Shelton joined the meeting at 6:59 p.m.]

Director Hanson suggested an additional amendment to incorporate 17.28 Commercial Land Use Matrix, explaining that at the time this ordinance was written, the Council had not yet passed the Land Use Matrix; it has since passed and should now be incorporated into Section 8 of this ordinance.

**Amendment to Primary
Amendment: To also incorporate into Section 8, marijuana retail into 17.28, Commercial Land Use Matrix.**

Moved by:	Combs
Seconded by:	Shelton
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

Discussion continued:

- Commissioner Shelton, although personally would want to limit it to outside the CBD, she will defer to the wishes of the community as a whole because of the majority vote to allow retail marijuana within the City.
- Commissioner Thom Bernier reported that quite a few businesses reached out to her recently with concerns about marijuana retail businesses on our main street; noted she appreciated Stephanie Allen's comments requesting alternate locations for the retail establishments and expanding the buffer to 1000 feet; spoke in appreciation of the concerns of the local downtown long-time Palmer business owners and she shares those concerns, that Industrial or other areas would be better suited; also spoke raising concerns about marijuana signage.

Vote on Amendment as Amended (to allow within the CBD):

Moved by:	[Melin]
Seconded by:	[Jackson]
Vote:	4 Yes (Peterson, Jackson, Shelton, Tudor) 3 No (Combs, Melin, Thom Bernier)
Action:	Motion Carried by roll call vote.

Vote on Main Motion for Adoption of IM 21-001, As Amended:

Moved by:	[Jackson]
Seconded by:	[Melin]
Vote:	4 Yes (Peterson, Jackson, Shelton, Tudor) 3 No (Combs, Melin, Thom Bernier)
Action:	Motion Carried by roll call vote.

I. UNFINISHED BUSINESS: None.

J. NEW BUSINESS: None.

K. PLAT REVIEWS:

1. **IM 21-007:** Pre-application request to create 35 lots by a three-phase master plan from Tax Parcel C30 to be known as Green Acres Master Plan.

Staff Report: Director Hanson reported comments were due to the Borough on February 11, 2021; that staff comments have already been submitted, which included:

- Subdivision Agreement has to be reached between the City and the Petitioner prior to any construction;
- There were also some drainage issues that were cited by Public Works.

Commissioner Comments:

- Commissioner Melin, who lives on Felton, commented the neighborhood has a number of concerns including depreciation of home values, the volume of traffic and speeds on Felton.
 - Commissioner Tudor added he also has heard a lot of negative feedback in the neighborhood against this subdivision expansion primarily because of the lot sizes.
 - Commissioner Melin read an email received from Noel Kopperud addressed to the Members of the Palmer Planning & Zoning Commission, dated March 3, 2021, expressing concerns regarding the Proposed Green Acres Subdivision Master Plan in its entirety, concerning potential overflow of water drainage onto his property.
 - Commissioner Jackson commented on how small the lots were compared to the surrounding areas but it should be approved if meets what is legal.
 - Director Hanson explained it is the Borough that has the Platting Authority; that the Commission only reviews and submits comments, that the Subdivision Agreement addressing the issues is the next step;
 - Commissioner Combs further explained the process addressing some of the issues.
 - Commissioner Tudor confirmed he heard the Borough approved the platting this morning.
2. **IM 21-008:** Pre-application request to create 83 lots and two open space tracts by a five-phase Master Plan, from Tract J, Cedar Hills Unit #2, Phase 1, Plat No. 2000-66 and Tracts 1, 2, & 3, Cedar Hill Unit #2, Phase 1, Plat No. 2017-15, to be known as Cedar Park Master Plan, containing approximately 90.2 acres.

Chair Peterson suspended formal rules to allow public comment. There were no objections.

Connie Yoshimura, owner of Cedar Hills Subdivision, addressed the Commission to provide additional information regarding the Proposed 83 Large Lot Subdivision with variances. She has been a residential land developer for over 30 years in Anchorage and has been an investor in Cedar Hills Subdivision for over 20 years and is currently the sole owner of Cedar Park, LLC consisting of 89 acres plus an R-2 tract of approximately 10 acres. Ms. Yoshimura described the details of the proposed Cedar Park development including the variances requested and provided a spiral booklet to the Commission containing the content of her presentation. Gary LoRusso, assisted in the presentation.

Staff Report: Director Hanson complimented the presenters on the fantastic job describing the

development and reported the current status of the process with respect to the City. The Subdivision Agreement along with the variance requests will be going before the City Council.

Commission Comments:

- Commissioners Jackson and Melin spoke in appreciation of the presentation;
- The presenters responded to questions regarding well and septic and timeline.

L. PUBLIC COMMENTS: None.

M. COMMISSIONER COMMENTS:

Commissioner Melin:

- Spoke on the topic of public comments encouraging that they be made to the Commission as a whole as opposed to through individual commissioners. She was hoping to hear more public input tonight on the issues, that perhaps there might be a better way to promote public comment.

Commissioner Tudor:

- Apologized for being late tonight.

N. ADJOURNMENT:

There being no further business, the meeting adjourned without objection at 8:09 p.m.

APPROVED by the Planning and Zoning Commission this ____ day of April, 2021.

Casey Peterson, Chair

Brad Hanson, Community Development Director

City of Palmer
Ordinance No. 21-004

Subject: Amending Palmer Municipal Code to Add Retail Marijuana Establishments as a Permitted Use in Chapters 17.08 Definitions, 17.30 Central Business District, and 17.32 Commercial General and Adding Marijuana Cultivation, Testing and Manufacturing Facilities Establishments as a Permitted Use in Chapters 17.36 Industrial and 17.57 Agricultural

Agenda of: April 13, 2021 – Introduction
April 27, 2021 – Public Hearing

Council Action: **Adopted** **Amended:** _____
 Defeated

Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

Route to:	Department Director:	Signature:	Date:
✓	Community Development		March 5, 2021
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (✓):

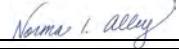
<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input type="checkbox"/>	Creates expenditure in the amount of:	\$ _____
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	_____

Funds are (✓):

<input type="checkbox"/>	Budgeted	Line item(s): _____
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature:  _____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Attachment(s):

1. Ordinance No. 21-004
2. Planning and Zoning Commission Minutes of March 4, 2021 Special Meeting (Draft Copy)
3. Ordinance No. 20-004

Summary Statement/Background:

On October 6, 2020 City of Palmer voters passed Referendum Ordinance No. 20-004 Repealing Palmer Municipal Code (PMC) Chapter 5.32 Marijuana Businesses, Prohibiting the Operation of Marijuana Cultivation Facilities, Marijuana Manufacturing Facilities, Marijuana Testing Facilities, and Retail Marijuana Stores Pursuant to AS 17.38.110 Local Control, but Not Restricting Industrial Hemp as Defined Herein.

Ordinance 21-004 adds definitions to PMC Title 17 of the four licensed marijuana establishment types and distinguishes which State of Alaska licensed marijuana establishment business type may operate within different zoning districts in the City of Palmer as a permitted use; all other districts they are a prohibited use. Palmer Planning and Zoning Commission has reviewed and considered the licensing type as defined by the State of Alaska Marijuana Control Board. Additionally, the Planning and Zoning Commission reviewed the intent of each City of Palmer zoning district to determine the most appropriate districts to enact the citizen-initiated Referendum Ordinance No. 20-004.

The State of Alaska authorizes any community allowing the operation of marijuana establishments to exercise local control of the issuance of licenses and operational standards. The City of Palmer in PMC Title 5 establishes additional standards for operation of marijuana establishments and licensing review requirements. These additional code requirements will supplement State of Alaska requirements to protect the public peace, health, safety, and welfare of the general public.

Administration's Recommendation:

Adopt Ordinance No. 21-004 Amending Palmer Municipal Code to add marijuana definitions and adding marijuana retail, cultivation, manufacturing and testing as permitted use in PMC Chapters 17.30, 17.32, 17.36 and 17.57

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: April 13, 2021
Public Hearing: April 27, 2021
Action:
Vote:

Yes: _____ No: _____

CITY OF PALMER, ALASKA**Ordinance No. 21-004****An Ordinance of the Palmer City Council Amending Palmer Municipal Code to Add Retail Marijuana Establishments as a Permitted Use in Chapters 17.08 Definitions, 17.30 Central Business District, and 17.32 Commercial General and Adding Marijuana Cultivation, Testing and Manufacturing Facilities Establishments as a Permitted Use in Chapters 17.36 Industrial and 17.57 Agricultural**

WHEREAS, Palmer voters by referendum repealed Palmer Municipal Code Chapter 5.32 prohibiting the operation of marijuana cultivation facilities, marijuana manufacturing facilities, Marijuana testing facilities and retail marijuana stores pursuant to AS 17.38.110 local control; and

WHEREAS, the Planning and Zoning Commission (P&Z) proposes and recommends text amendments as necessary to Title 17, Zoning to ensure that the regulations and standards are applicable to the current needs of the community; and

WHEREAS, the P&Z has discussed the various types of licenses and their impacts based on scale and scope of their compatibility with City of Palmer zoning districts; and

WHEREAS, at the March 4, 2021 special meeting, P&Z recommended the City Council adopt the proposed land use regulations for marijuana businesses.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code Section 17.08 Definitions is hereby amended as follows (new language is underlined and deleted language is stricken):

17.08.291 Marijuana cultivation facility

Means an entity registered to cultivate, prepare, and package marijuana and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

Section 4. Palmer Municipal Code Section 17.08 Definitions is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.08.292 Marijuana manufacturing facility

Means an entity registered to purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

Section 5. Palmer Municipal Code Section 17.08 Definitions is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.08.293 Marijuana retail store

Means an entity registered to purchase marijuana from marijuana cultivation facilities, to purchase marijuana and marijuana products from marijuana product manufacturing facilities, and to sell marijuana and marijuana products to consumers.

Section 6. Palmer Municipal Code Section 17.08 Definitions is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.08.294 Marijuana testing facility

Means an entity registered to analyze and certify the safety and potency of marijuana.

Section 7. Palmer Municipal Code Section 17.08 Definitions is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.08.397 School

Means a public or private educational institution, not including preschool. Means an educational institution providing primary and secondary structured teaching where students attend regularly, including all structures and land involved in the accomplishment of educational purposes.

Section 8. Palmer Municipal Code Section 17.28.020 Definitions is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.28.020 Commercial land uses

City of Palmer Commercial Land Use Matrix							
Commercial - Retail	CBD Overlay	C-L	C-G	BP	I	P	A
Marijuana – retail	<u>P</u>		<u>P</u>				
Marijuana – cultivation					<u>P</u>		<u>P</u>
Marijuana – product manufacturing					<u>P</u>		<u>P</u>
Marijuana – testing facility					<u>P</u>		<u>P</u>

Section 9. Effective Date. Ordinance No. 21-004 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this _____ day of _____, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

3 AAC 306
Regulations For The
Marijuana Control Board

Article 7
Operating Requirements for all Marijuana Establishments

Article 7

Operating Requirements for All Marijuana Establishments

3 AAC 306.700. Marijuana handler permit

(a) Each agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, and each licensee and employee must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

(b) To obtain a marijuana handler permit, a person must complete a marijuana handler permit education course approved by the board, pass a written test demonstrating an understanding of the course material, and obtain a certificate of course completion from the course provider.

(c) To obtain a marijuana handler permit, a person who has completed the marijuana handler permit education course described in 3 AAC 306.701 shall present the course completion certificate to the director. The director shall issue a marijuana handler permit card valid for three years from the date of issue of the course completion certificate. A person may renew a card issued under this section by taking a marijuana handler permit education course approved by the board and passing a written test demonstrating an understanding of the course subjects.

(d) A licensee, employee, or agent of a marijuana establishment shall keep the marijuana handler permit card described in (c) of this section in that person's immediate possession or a valid copy on file on the premises at all times when on the licensed premises of the marijuana establishment.

(e) Repealed 8/21/2019.

(f) The board will not issue a marijuana handler permit to a person who

(1) has been convicted of a felony in the state and either

(A) less than five years have elapsed from the time of the person's conviction; or

(B) the person is currently on probation or parole for that felony,

(2) has within the two year period immediately preceding submission of an

application, been convicted of a class A misdemeanor in the state involving a controlled substance other than a Schedule VIA controlled substance, under AS 11.71.190,

(3) has within the two year period immediately preceding submission of an application, been convicted of a class A misdemeanor in the state relating to selling, furnishing, or distributing marijuana; or,

(4) is currently under indictment for an offense listed in this section. (Eff. 2/21/2016, Register 217; am 5/23/2018, Register 226; am 9/7/2018, Register 227; am 2/21/2019, Register 229; am 8/21/2019, Register 231)

3 AAC 306.701. Marijuana Handler Permit Education Course

(a) The board shall approve all marijuana handler permit education courses before a course provider may issue a marijuana handler permit.

(b) The topics that an approved marijuana handler permit education course covers must include

- (1) AS 17.37, AS 17.38, and this chapter;
- (2) the effects of consumption of marijuana and marijuana products;
- (3) how to identify a person impaired by consumption of marijuana;
- (4) how to determine valid identification;
- (5) how to intervene to prevent unlawful marijuana consumption; and
- (6) the penalty for an unlawful act by a licensee, an employee, or an agent of a marijuana establishment.

(c) An approved course provider shall update the course with any applicable change to AS 17.37, AS 17.38, and this chapter within 10 days of the effective date of the change.

Notification of a change to an approved course shall be provided to the board within 3 days of the change.

(d) The board will review an approved marijuana handler permit education course at least once every three years, and may rescind approval of the course if the board finds that the education course contents are insufficient or inaccurate.

(e) An approved course provider shall provide continuous access to the course to the board and the director for the purpose of reviewing course materials at any time.

(f) The fee for a new marijuana handler permit education course and for a three-year review of a marijuana handler permit education course is \$500. (Eff. 8/21/2019, Register 231)

3 AAC 306.703. Operations

A licensed marijuana establishment shall operate in accordance with the operating plan approved by the board. The licensee may request an operating plan change in accordance with 3 AAC 306.100(c). (Eff. 5/9/2019, Register 230)

3 AAC 306.705. Licensed premises; alteration

(a) A marijuana establishment license will be issued for specific licensed premises.

Specific licensed premises must constitute a place clearly designated in a license application and described by a line drawing submitted with the license application. The licensed premises must

(1) have adequate space for its approved operations, including growing, manufacturing, processing, packaging, or storing marijuana or marijuana products; and

(2) be located and constructed to facilitate cleaning, maintenance, and proper operation.

(b) A marijuana establishment's license must be posted in a conspicuous place within the licensed premises.

(c) A holder of a marijuana establishment license may not alter the functional floor plan or reduce or expand the area of the licensed premises without first obtaining the director's written approval. A marijuana establishment license holder seeking to change or modify the licensed premises must submit a request for approval of the change on a form prescribed by the board, along with

(1) the fee prescribed in 3 AAC 306.100;

(2) a drawing showing the proposed change;

(3) evidence that the proposed change conforms to any local restrictions; and

(4) evidence that the licensee has obtained any applicable local building permit.

(Eff. 2/21/2016, Register 217)

3 AAC 306.710. Restricted access areas

(a) A marijuana establishment shall restrict access to any part of the licensed premises where marijuana or a marijuana product is grown, processed, tested, stored, or stocked.

(b) Except as provided in 3 AAC 306.325 for a retail marijuana store, each entrance to a restricted access area must be marked by a sign that says "Restricted access area. Visitors must be escorted." A marijuana establishment shall limit the number of visitors to not more than five visitors for each licensee, employee, or agent of the licensee who is actively engaged in

supervising those visitors.

(c) In a restricted access area, a licensee, employee, or agent of the marijuana establishment shall wear a current identification badge bearing the person's photograph. A person under 21 years of age may not enter a restricted access area. Any visitor to the restricted access area must

(1) show identification as required in 3 AAC 306.350 to prove that person is 21 years of age or older;

(2) obtain a visitor identification badge before entering the restricted access area; and

(3) be escorted at all times by a licensee, employee, or agent of the marijuana establishment. (Eff. 2/21/2016, Register 217)

3 AAC 306.715. Security alarm systems and lock standards

(a) Each licensee, employee, or agent of a marijuana establishment shall display an identification badge issued by the marijuana establishment at all times when on the marijuana establishment's licensed premises.

(b) The licensed premises of a marijuana establishment must have

(1) exterior lighting to facilitate surveillance;

(2) a security alarm system on all exterior doors and windows; and

(3) continuous video monitoring as provided in 3 AAC 306.720.

(c) A marijuana establishment shall have policies and procedures that

(1) are designed to prevent diversion of marijuana or marijuana product;

(2) prevent loitering;

(3) describe the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of licensed premises; and

(4) describe the actions to be taken by a licensee, employee, or agent of the marijuana establishment when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security.

(d) A marijuana establishment shall use commercial grade, non- residential door locks on all exterior entry points to the licensed premises.

(e) A marijuana establishment shall notify the Department of Commerce, Community,

and Economic Development, Alcohol and Marijuana Control Office as soon as reasonably practical and in any case not more than 24 hours after any unauthorized access to the premises or the establishment's knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises. (Eff. 2/21/2016, Register 217; am 5/25/2018, Register 226)

3 AAC 306.720. Video surveillance

(a) A marijuana establishment shall install and maintain a video surveillance and camera recording system as provided in this section. The video system must cover

(1) each restricted access area and each entrance to a restricted access area within the licensed premises;

(2) each entrance to the exterior of the licensed premises; and

(3) each point-of-sale area.

(b) At a marijuana establishment, a required video camera must be placed in a way that produces a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises. Both the interior and the exterior of each entrance to the facility must be recorded by a video camera.

(c) Any area where marijuana is grown, cured, or manufactured, or where marijuana waste is destroyed, must have a camera placement in the room facing the primary entry door, and in adequate fixed positions, at a height that will provide a clear, unobstructed view of the regular activity without a sight blockage from lighting hoods, fixtures, or other equipment, in order to allow for the clear and certain identification of any person and activity in the area at all times.

(d) Surveillance recording equipment and video surveillance records must be housed in a locked and secure area or in a lock box, cabinet, closet or other secure area that is accessible only to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including a peace officer or an agent of the board. A marijuana establishment may use an offsite monitoring service and offsite storage of video surveillance records if security requirements at the offsite facility are at least as strict as onsite security requirements as described in this section.

(e) Each surveillance recording must be preserved for a minimum of 40 days, in a format that can be easily accessed for viewing. All recorded images must clearly and accurately display the time and date, and must be archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated. After 40 days, a marijuana

establishment may erase video recordings, unless the licensee knows or should know of any pending criminal, civil, or administrative investigation for which the video recording may contain relevant information. (Eff. 2/21/2016, Register 217)

3 AAC 306.725. Inspection of licensed premises

(a) A marijuana establishment or an applicant for a marijuana establishment license under this chapter shall, upon request, make the licensed premises or the proposed licensed premises, including any place for storage, available for inspection by the director, an employee or agent of the board, or an officer charged with the enforcement of this chapter. The board or the director may also request a local fire protection agency or any other state agency with health and safety responsibilities to inspect licensed premises or proposed licensed premises.

(b) Inspection under this section includes inspection of the premises, facilities, qualifications of personnel, methods of operation, business and financial records, marijuana inventory tracking system, policies, and purposes of any marijuana establishment and of any applicant for a marijuana establishment license. (Eff. 2/21/2016, Register 217)

3 AAC 306.730. Marijuana inventory tracking system

(a) A marijuana establishment shall use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is a seed or cutting to a completed sale of marijuana or a marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

(b) Marijuana delivered to a marijuana establishment must be weighed on a scale registered in compliance with 3 AAC 306.745. (Eff. 2/21/2016, Register 217; am 10/20/2018, Register 228)

3 AAC 306.735. Health and safety standards

(a) A marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.

(b) A marijuana establishment shall take all reasonable measures and precautions to ensure that

- (1) any person who has an illness, an open sore or infected wound, or other potential source of infection does not come in contact with marijuana or a marijuana product while the illness or source of infection persists;
- (2) the licensed premises have
 - (A) adequate and readily accessible toilet facilities that are maintained in good repair and sanitary condition; and
 - (B) convenient handwashing facilities with running water at a suitable temperature; the marijuana establishment shall require employees to wash or sanitize their hands, and shall provide effective hand-cleaning, sanitizing preparations, and drying devices;
- (3) each person working in direct contact with marijuana or a marijuana product conforms to good hygienic practices while on duty, including
 - (A) maintaining adequate personal cleanliness; and
 - (B) washing hands thoroughly in an adequate hand-washing area before starting work, after using toilet facilities, and at any other time when the person's hands may have become soiled or contaminated;
- (4) litter, waste, and rubbish are properly removed; the waste disposal equipment must be maintained and adequate to
 - (A) avoid contaminating any area where marijuana or any marijuana product is stored, displayed, or sold;
 - (B) prevent causing odors or attracting pests;
- (5) floors, walls, and ceilings are constructed to allow adequate cleaning, and are kept clean and in good repair;
- (6) adequate lighting is installed in any area where marijuana or a marijuana product is stored, displayed, or sold, and where any equipment or utensil is cleaned;
- (7) screening or other protection adequately protects against the entry of pests;
- (8) each building, fixture, and other facility is maintained in sanitary condition;
- (9) each toxic cleaning compound, sanitizing agent, and pesticide chemical is identified and stored in a safe manner to protect against contamination of marijuana or a marijuana product and in compliance with any applicable local, state, or federal law;
- (10) adequate sanitation principles are used in receiving, inspecting, transporting,

and storing marijuana or a marijuana product; and

(11) marijuana or a marijuana product is held in a manner that prevents the growth of bacteria, microbes, or other undesirable microorganisms.

(c) A marijuana establishment shall ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. In this subsection, "stored improperly" means being exposed to extremes in temperature, humidity, smoke, fumes, pressure, or radiation due to a natural disaster, fire, accident, or equipment failure.

(d) If a marijuana establishment does not have reliable information about the age or storage conditions of marijuana or a marijuana product in its possession, the marijuana establishment may salvage the marijuana only if

(1) a licensed marijuana testing facility determines from quality assurance testing that the marijuana or marijuana product meets all applicable standards of moisture, potency, and contaminants;

(2) inspection of the premises where a disaster or accident occurred shows that the marijuana or marijuana product stored there was not adversely affected by the disaster or accident; and

(3) the marijuana establishment maintains a record of the salvaged marijuana or marijuana product in its marijuana inventory tracking system, including the name, lot number, and final disposition. (Eff. 2/21/2016, Register 217)

3 AAC 306.740. Waste disposal

(a) A marijuana establishment shall store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation production, processing, testing, or retail sales, in compliance with applicable federal, state, and local statutes, ordinances, regulations, and other law.

(b) Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves a marijuana establishment. Marijuana waste includes

(1) marijuana plant waste, including stalks, leaves, and stems that have not been processed with solvent;

(2) solid marijuana sample plant waste in the possession of a marijuana testing facility;

(3) marijuana or a marijuana product that has been found by the licensee unfit for sale or consumption;

(4) expired marijuana products; and

(5) other waste as determined by the board.

(c) A marijuana establishment shall

(1) give the board notice, on a form prescribed by the board, not later than three days before making the waste unusable and disposing of it; however, the director may authorize immediate disposal on an emergency basis;

(2) record the waste in the marijuana inventory tracking system required under 3 AAC 306.730; and

(3) keep a record through the marijuana inventory tracking system of the final destination of marijuana waste made unusable.

(d) Marijuana plant waste must be made unusable by grinding the marijuana plant waste and mixing it with at least an equal amount of other compostable or non-compostable materials. A marijuana establishment may use another method to make marijuana waste unusable if the board approves the method in advance. Material that may be mixed with the marijuana waste includes

(1) compostable materials including food waste, yard waste, vegetable based grease or oils, or other wastes approved by the board when the mixed material can be used as compost feedstock or in another organic waste method such as an anaerobic digester with approval of any applicable local government entity; or

(2) non-compostable materials including paper waste, cardboard waste, plastic waste, oil, or other wastes approved by the board when the mixed material may be delivered to a permitted solid waste facility, incinerator, or other facility with approval of any applicable local government entity.

(e) If marijuana or a marijuana product is found by, or surrendered to, a law enforcement officer including a peace officer or an airport security officer, the officer may dispose of the marijuana or marijuana product as provided in this section or by any method that is allowed under any applicable local ordinance. (Eff. 2/21/2016, Register 217; am 10/20/2018, Register 228)

3 AAC 306.745. Standardized scales

A marijuana establishment shall use registered scales in compliance with AS 45.75.080 (Weights and Measures Act). A marijuana establishment shall

(1) maintain registration and inspection reports of scales registered under AS 45.75.080 and 17 AAC 90.920 - 17 AAC 90.935; and

(2) upon request by the board or the director, provide a copy of the registration and inspection reports of the registered scales to the board or the director for review. (Eff.

2/21/2016, Register 217)

3 AAC 306.750. Transportation

(a) Marijuana or a marijuana product may only be transported to a licensed marijuana establishment by a licensee or an agent or employee of a licensee.

(b) A marijuana establishment from which a shipment of marijuana or marijuana product originates is responsible for preparing, packaging, and securing the marijuana or marijuana product during shipment, for recording the transfer in the marijuana inventory tracking system, and for preparing the transport manifest. An individual transporting marijuana in compliance with this section shall have a marijuana handler permit required under 3 AAC 306.700.

(c) When marijuana or a marijuana product is transported, the marijuana establishment that originates the transport shall use the marijuana inventory tracking system to record the type, amount and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle. A complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times.

(d) During transport, the marijuana or marijuana product must be in a sealed package or container and in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product. The sealed package may not be opened during transport. A vehicle transporting marijuana or a marijuana product must travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and may not make unnecessary stops in between except to deliver or pick up marijuana or a marijuana product at another licensed marijuana establishment.

(e) When a marijuana establishment receives marijuana or a marijuana product transported in compliance with this section, the recipient of the shipment shall use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana

product received. The recipient shall refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

(f) A marijuana establishment shall keep records of all marijuana or marijuana products shipped from or received at that marijuana establishment as required under 3 AAC 306.755.

(g) A marijuana establishment may transport marijuana or a marijuana product to and from a trade show or similar industry event in accordance with 3 AAC 306.760 and this section.
(Eff. 2/21/2016, Register 217; am 10/11/2017, Register 224; am 8/11/2018, Register 227)

3 AAC 306.755. Business records

(a) A marijuana establishment shall maintain in a format that is readily understood by a reasonably prudent business person

(1) all books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months must be maintained on the marijuana establishment's licensed premises; older records may be archived on or off premises;

(2) a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;

(3) the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;

(4) records related to advertising and marketing;

(5) a current diagram of the licensed premises including each restricted access area;

(6) a log recording the name, and date and time of entry of each visitor permitted in a restricted access area;

(7) all records normally retained for tax purposes;

(8) accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed; and

(9) transportation records for marijuana and marijuana products as required under 3 AAC 306.750(f).

(b) A marijuana establishment shall provide any record required to be kept on the licensed premises to an employee of the board upon request. Any record kept off premises must

be provided to the board's employees not later than three business days after a request for the record.

(c) A marijuana establishment shall exercise due diligence in preserving and maintaining all required records. Loss of records and data, including electronically maintained records, does not excuse a violation of this section. The board may determine a failure to retain records required under this section to be a license violation affecting public safety. (Eff. 2/21/2016, Register 217)

3 AAC 306.760. Trade Shows

(a) Licensed marijuana establishments must comply with this section when participating in trade shows and similar industry events.

(b) A licensed cultivation facility may bring one plant to the trade show or event for display. The removal from and return of the plant to the licensed premises must be tracked in the inventory tracking system. Any marijuana removed from the plant at the event must be retained by the licensee and returned to the licensed premises.

(c) A licensed cultivation facility and a licensed retail facility may bring up to one ounce of marijuana to the trade show or event for display. The removal from and return of the marijuana to the licensed premises must be tracked in the marijuana inventory tracking system. The marijuana shall be contained so that the marijuana may not be removed from the display's immediate vicinity by a member of the public.

(d) A licensed product manufacturing facility and a licensed retail facility may bring one sample package of each marijuana product made or sold by the facility to the event for display. The removal from and return of the marijuana product to the licensed premises must be tracked in the marijuana inventory tracking system. The marijuana product must remain packaged in the approved packaging throughout the duration of the event.

(e) A licensed testing facility may not perform required tests on samples from a licensed facility at any trade show or similar event.

(f) No marijuana or marijuana product may be sold or distributed by a licensee at the event.

(g) Marijuana and marijuana product displayed at an event by a licensee must be handled only by a licensee, or employee or agent of a licensee, who holds a valid marijuana handler permit.

(h) Advertising or promotions displayed or distributed at the event by a licensee shall comply with the requirements of this chapter. (Eff. 8/11/2018, Register 227)

3 AAC 306.770. Signs, merchandise, advertisements, and promotions

(a) Business cards and merchandise, including t-shirts, hats, and stickers, that are distributed by a licensed marijuana establishment and contain only the business name and logo, license name, and location and contact information, are not advertising or promotions.

(b) A licensed marijuana establishment may have not more than three signs that are visible to the general public from the public right-of-way. Two of the three signs may only be placed in the marijuana facility's window or attached to the outside of the licensed premises. The size of each sign may not exceed 4,800 square inches. A sign meeting these requirements is not advertising or promotions.

(c) An advertisement for a licensed marijuana establishment and for marijuana or a marijuana product must include the business name and license number.

(d) An advertisement for a licensed marijuana establishment is exempt from providing the warning statement in (g) of this section if

(1) the advertisement contains only the business name, logo, business type, contact information, location, and hours of operation; and

(2) the advertisement does not contain any written information about marijuana or a marijuana product or any photographic or illustrative depictions of marijuana or a marijuana product, other than depictions contained within the established business name font and logo.

(e) A logo or an advertisement for a licensed marijuana establishment and for marijuana or a marijuana product may not contain a statement or illustration that

(1) is false or misleading;

(2) promotes excessive consumption;

(3) represents that the use of marijuana has curative or therapeutic effects;

(4) depicts a person under 21 years of age consuming marijuana; or

(5) includes any object or character, including a toy, a cartoon character, or any other depiction that appeals to a person under 21 years of age.

(f) An advertisement for a licensed marijuana establishment and for marijuana or a marijuana product may not be placed

(1) within 1,000 feet of the perimeter of any child-centered facility, including a

school, a child care facility or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under 21 years of age, except when included in an established publication intended for general readership;

- (2) on or in a public transit vehicle or public transit shelter;
- (3) on or in a publicly owned or operated property;
- (4) within 1,000 feet of a substance abuse or treatment facility; or
- (5) on a campus for postsecondary education.

(g) An advertisement for marijuana or any marijuana product must contain each of the following warnings, that must be plainly visible and at least half the font size of an advertisement on a sign, and no smaller than size nine font when the advertisement is in printed form; warnings in audio advertisements must be intelligible and played at the same speed as the advertisement;

- (1) "Marijuana has intoxicating effects and may be habit forming and addictive.";
- (2) "Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence.";
- (3) "There are health risks associated with consumption of marijuana."";
- (4) "For use only by adults twenty-one and older. Keep out of the reach of children.";
- (5) "Marijuana should not be used by women who are pregnant or breast feeding.""

(h) A licensed marijuana establishment that advertises by means of a web page must utilize appropriate measures to ensure that individuals visiting the web page are 21 years of age or older.

(i) A licensed marijuana establishment may not engage in advertising by means of marketing directed towards location-based devices, including cellular phones, unless the marketing is a mobile device application installed on the device by the owner of the device who is 21 years of age or older and the application includes a permanent and easy opt-out feature.

(j) As long as no more than 30 percent of the event's participants and audience is reasonably expected to be under 21 years of age, a licensed marijuana establishment may sponsor

- (1) an industry trade show;
- (2) a charitable event;
- (3) a sports event or competition;

- (4) a concert; or
 - (5) any other even approved in advance by the board.
- (k) A licensed marijuana establishment may not encourage the sale of marijuana or a marijuana product
- (1) by using giveaway coupons for marijuana or a marijuana product as promotional materials;
 - (2) by conducting games or competitions related to the consumption of marijuana or a marijuana product;
 - (3) by providing promotional materials or activities of a manner or type that would be especially appealing to children; or
 - (4) by holding promotional activities outside of the licensed premises. (Eff.

10/17/2018, Register 228)

Chapter 17.38 THE REGULATION OF MARIJUANA

Sec. 17.38.010. Purpose and findings.

- (a) In the interest of allowing law enforcement to focus on violent and property crimes, and to enhance individual freedom, the people of the state of Alaska find and declare that the use of marijuana should be legal for persons 21 years of age or older.
- (b) In the interest of the health and public safety of our citizenry, the people of the state of Alaska further find and declare that the production and sale of marijuana should be regulated so that
- (1) individuals will have to show proof of age before purchasing marijuana;
 - (2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; and
 - (3) marijuana sold by regulated businesses will be labeled and subject to additional regulations to ensure that consumers are informed and protected.
- (c) The people of the state of Alaska further declare that the provisions of this Act are not intended to diminish the right to privacy as interpreted by the Alaska Supreme Court in *Ravin v. State of Alaska*.
- (d) Nothing in this Act proposes or intends to require any individual or entity to engage in any conduct that violates federal law, or exempt any individual or entity from any requirement of federal law, or pose any obstacle to federal enforcement of federal law.

Sec. 17.38.020. Personal use of marijuana.

Notwithstanding any other provision of law, except as otherwise provided in this chapter, the following acts, by persons 21 years of age or older, are lawful and are not criminal or civil offenses under Alaska law or the law of any political subdivision of Alaska or bases for seizure or forfeiture of assets under Alaska law:

- (1) possessing, using, displaying, purchasing, or transporting marijuana accessories or one ounce or less of marijuana;
- (2) possessing, growing, processing, or transporting not more than six marijuana plants, with three or fewer being mature, flowering plants, and possession of the marijuana produced by the plants on the premises where the plants were grown, except that not more than 12 marijuana plants, with six or fewer being mature, flowering plants, may be present in a single dwelling regardless of the number of persons 21 years of age or older residing in the dwelling;

- (3) transferring one ounce or less of marijuana and up to six immature marijuana plants to a person who is 21 years of age or older without remuneration;
- (4) consumption of marijuana, except that nothing in this chapter permits the consumption of marijuana in public; and
- (5) assisting, aiding, or supporting another person who is 21 years of age or older in any of the acts described in (1) - (4) of this section.

Sec. 17.38.030. Restrictions on personal cultivation, penalty.

- (a) The personal cultivation of marijuana described in AS 17.38.020(2) is subject to the following terms:
 - (1) marijuana plants shall be cultivated in a location where the plants are not subject to public view without the use of binoculars, aircraft, or other optical aids;
 - (2) a person who cultivates marijuana must take reasonable precautions to ensure the plants are secure from unauthorized access;
 - (3) marijuana cultivation may only occur on property lawfully in possession of the cultivator or with the consent of the person in lawful possession of the property.
- (b) A person who violates this section while otherwise acting in compliance with AS 17.38.020(2) is guilty of a violation punishable by a fine of up to \$750.

Sec. 17.38.040. Public consumption banned, penalty.

It is unlawful to consume marijuana in public. A person who violates this section is guilty of a violation punishable by a fine of up to \$100.

Sec. 17.38.050. False identification, penalty.

- (a) A person who is under 21 years of age may not present or offer to a marijuana establishment or the marijuana establishment's agent or employee any written or oral evidence of age that is false, fraudulent, or not actually the person's own, for the purpose of
 - (1) purchasing, attempting to purchase, or otherwise procuring or attempting to procure marijuana or marijuana products; or
 - (2) gaining access to a marijuana establishment.
- (b) A person who violates this section is guilty of a violation punishable by a fine of up to \$400.

Sec. 17.38.060. Marijuana accessories authorized.

Notwithstanding any other provision of law, it is lawful and shall not be an offense under Alaska law or the law of any political subdivision of Alaska or be a basis for seizure or forfeiture of assets under Alaska law for persons 21 years of age or older to manufacture, possess, or purchase marijuana accessories, or to distribute or sell marijuana accessories to a person who is 21 years of age or older.

Sec. 17.38.070. Lawful operation of marijuana-related facilities.

(a) Notwithstanding any other provision of law, the following acts, when performed by a retail marijuana store with a current, valid registration, or a person 21 years of age or older who is acting in the person's capacity as an owner, employee, or agent of a retail marijuana store, are lawful and shall not be an offense under Alaska law or be a basis for seizure or forfeiture of assets under Alaska law:

- (1) possessing, displaying, storing, or transporting marijuana or marijuana products, except that marijuana and marijuana products may not be displayed in a manner that is visible to the general public from a public right-of-way;
- (2) delivering or transferring marijuana or marijuana products to a marijuana testing facility;
- (3) receiving marijuana or marijuana products from a marijuana testing facility;
- (4) purchasing marijuana from a marijuana cultivation facility;
- (5) purchasing marijuana or marijuana products from a marijuana product manufacturing facility; and
- (6) delivering, distributing, or selling marijuana or marijuana products to consumers.

(b) Notwithstanding any other provision of law, the following acts, when performed by a marijuana cultivation facility with a current, valid registration, or a person 21 years of age or older who is acting in the person's capacity as an owner, employee, or agent of a marijuana cultivation facility, are lawful and shall not be an offense under Alaska law or be a basis for seizure or forfeiture of assets under Alaska law:

- (1) cultivating, manufacturing, harvesting, processing, packaging, transporting, displaying, storing, or possessing marijuana;
- (2) delivering or transferring marijuana to a marijuana testing facility;
- (3) receiving marijuana from a marijuana testing facility;
- (4) delivering, distributing, or selling marijuana to a marijuana cultivation facility, a marijuana product manufacturing facility, or a retail marijuana store;

- (5) receiving or purchasing marijuana from a marijuana cultivation facility; and
- (6) receiving marijuana seeds or immature marijuana plants from a person 21 years of age or older.

(c) Notwithstanding any other provision of law, the following acts, when performed by a marijuana product manufacturing facility with a current, valid registration, or a person 21 years of age or older who is acting in the person's capacity as an owner, employee, or agent of a marijuana product manufacturing facility, are lawful and shall not be an offense under Alaska law or be a basis for seizure or forfeiture of assets under Alaska law:

- (1) packaging, processing, transporting, manufacturing, displaying, or possessing marijuana or marijuana products;
- (2) delivering or transferring marijuana or marijuana products to a marijuana testing facility;
- (3) receiving marijuana or marijuana products from a marijuana testing facility;
- (4) delivering or selling marijuana or marijuana products to a retail marijuana store or a marijuana product manufacturing facility;
- (5) purchasing marijuana from a marijuana cultivation facility; and
- (6) purchasing of marijuana or marijuana products from a marijuana product manufacturing facility.

(d) Notwithstanding any other provision of law, the following acts, when performed by a marijuana testing facility with a current, valid registration, or a person 21 years of age or older who is acting in the person's capacity as an owner, employee, or agent of a marijuana testing facility, are lawful and shall not be an offense under Alaska law or be a basis for seizure or forfeiture of assets under Alaska law:

- (1) possessing, cultivating, processing, repackaging, storing, transporting, displaying, transferring, or delivering marijuana;
- (2) receiving marijuana or marijuana products from a marijuana cultivation facility, a marijuana retail store, a marijuana products manufacturer, or a person 21 years of age or older; and
- (3) returning marijuana or marijuana products to a marijuana cultivation facility, marijuana retail store, marijuana products manufacturer, or a person 21 years of age or older.

(e) Notwithstanding any other provision of law, it is lawful and shall not be an offense under Alaska law or be a basis for seizure or forfeiture of assets under Alaska law to lease or otherwise allow

the use of property owned, occupied, or controlled by any person, corporation, or other entity for any of the activities conducted lawfully in accordance with (a) - (d) of this section.

(f) Nothing in this section prevents the imposition of penalties upon marijuana establishments for violating this chapter or rules adopted by the board or local governments pursuant to this chapter.

(g) The provisions of AS 17.30.020 do not apply to marijuana establishments.

Sec. 17.38.080. Marijuana Control Board; appointment and qualifications.

(a) The Marijuana Control Board is established in the Department of Commerce, Community, and Economic Development as a regulatory and quasi-judicial agency. The board is in the Department of Commerce, Community, and Economic Development for administrative purposes only.

(b) The board members shall be appointed by the governor and confirmed by a majority of the members of the legislature in joint session. A member of the board may not hold any other state or federal office, either elective or appointive. The board consists of five voting members as follows:

- (1) one person from the public safety sector;
- (2) one person from the public health sector;
- (3) one person currently residing in a rural area;
- (4) one person actively engaged in the marijuana industry; and
- (5) one person who is either from the general public or actively engaged in the marijuana industry.

(c) Not more than two members of the board may be engaged in the same business, occupation, or profession.

(d) A board member representing the general public, the public safety sector, the public health sector, or a rural area, or the member's immediate family member, may not have a financial interest in the marijuana industry.

(e) In this section,

- (1) "financial interest" means holding, directly or indirectly, a legal or equitable interest in the operation of a business licensed under this chapter;
- (2) "immediate family member" means a spouse, child, or parent;
- (3) "marijuana industry" means a business or profession related to marijuana in which the person is lawfully engaged and that is in compliance with the provisions of state law, including this chapter and regulations adopted under this chapter;

(4) "public health sector" means a state, federal, or local entity that works to ensure the health and safety of persons and communities through education, policymaking, treatment and prevention of injury and disease, and promotion of wellness;

(5) "public safety sector" means a state, federal, or local law enforcement authority that provides for the welfare and protection of the general public through the enforcement of applicable laws;

(6) "rural area" means a community with a population of 7,000 or less that is not connected by road or rail to Anchorage or Fairbanks, or with a population of 2,000 or less that is connected by road or rail to Anchorage or Fairbanks.

Sec. 17.38.091. Terms of office; chair.

- (a) Members of the board serve staggered three-year terms.
- (b) Except as provided in AS 39.05.080(4), a member of the board serves until a successor is appointed.
- (c) A vacancy occurring in the membership of the board shall be filled within 30 days by appointment of the governor for the unexpired portion of the vacated term.
- (d) A member who has served all or part of three successive terms on the board may not be reappointed to the board unless three years have elapsed since the person has last served on the board.
- (e) The board shall select a chair from among its members.

Sec. 17.38.101. Per diem and expenses.

Members of the board do not receive a salary but are entitled to per diem and travel expenses authorized for boards and commissions under AS 39.20.180.

Sec. 17.38.111. Meetings.

(a) The board shall meet at the call of the chair. The board shall also meet at least once each year in each judicial district of the state to study this chapter and existing board regulations in light of statewide and local issues. Unless impracticable, the board shall hold its regular meetings at the same location as and within 24 hours of the regular meetings of the Alcoholic Beverage Control Board.

(b) Three members of the board constitute a quorum for the conduct of business. A majority of the whole membership of the board must approve applications for new licenses, renewals, transfers,

suspensions, and revocations of existing licenses, and product approvals as provided in regulations adopted by the board.

Sec. 17.38.121. Powers and duties of the board.

(a) The board shall control the cultivation, manufacture, and sale of marijuana in the state. The board is vested with the powers and duties necessary to enforce this chapter.

(b) The board shall

(1) propose and adopt regulations;

(2) establish by regulation the qualifications for licensure including fees and factors related to the applicant's experience, criminal justice history, and financial interests;

(3) review applications for licensure made under this chapter and may order the executive director to issue, renew, suspend, or revoke a license authorized under this chapter; and

(4) hear appeals from actions of the director and from actions of officers and employees charged with enforcing this chapter and the regulations adopted under this chapter.

(c) When considering an application for licensure, the board may reduce the area to be designated as the licensed premises from the area applied for if the board determines that a reduction in area is necessary to ensure control over the sale and consumption of marijuana on the premises or is otherwise in the public interest.

(d) The board shall adopt regulations under this chapter in accordance with AS 44.62 (Administrative Procedure Act).

(e) The board may employ, directly or through contracts with other departments and agencies of the state, enforcement agents and staff it considers necessary to carry out the purposes of this chapter. The salaries of personnel of the board in the exempt service shall be set by the Department of Administration.

(f) The board shall promptly notify all licensees and municipalities of major changes to this chapter and to regulations adopted under this chapter. However, if changes affect only specific classifications of licenses and permits, the board need only notify those licensees and municipalities directly affected by the changes. Current copies of this chapter and current copies of the regulations adopted under this chapter shall be made available at all offices in the state of the Department of Commerce, Community, and Economic Development and the detachment headquarters and posts maintained by the division of Alaska state troopers in the Department of Public Safety.

Sec. 17.38.131. Enforcement powers.

The director and the persons employed for the administration and enforcement of this chapter may, with the concurrence of the commissioner of public safety, exercise the powers of peace officers when those powers are specifically granted by the board. Powers granted by the board under this section may be exercised only when necessary for the enforcement of the criminally punishable provisions of this chapter, other criminal statutes relating to substances or activities regulated or permitted under this chapter, regulations of the board, and other criminally punishable laws and regulations relating to marijuana.

Sec. 17.38.140. Appointment and removal of director; staff.

(a) The director of the Alcoholic Beverage Control Board appointed under [AS 04.06.070](#) shall serve as the director of the board. The board may remove the director by a majority vote of the full membership of the board and a majority vote of the full membership of the Alcoholic Beverage Control Board. The governor may remove the executive director as provided in [AS 04.06.070](#).

(b) The paid staff of the Alcoholic Beverage Control Board created in [AS 04.06.010](#) shall also be the staff for the board.

Sec. 17.38.150. Duties of director.

The director shall enforce this chapter and regulations adopted by the board. The director shall issue, renew, transfer, suspend, or revoke all licenses and permits and issue product approvals at the direction of the board. The board may delegate to the director the authority to temporarily grant or deny the issuance, renewal, or transfer of licenses and permits. The director's temporary grant or denial of the issuance, renewal, or transfer of a license or permit is not binding on the board. The board may delegate to the director any duty imposed by this chapter except its power to propose and adopt regulations.

Sec. 17.38.190. Rulemaking.

(a) Not later than nine months after February 24, 2015, the board shall adopt regulations necessary for implementation of this chapter. Such regulations shall not prohibit the operation of marijuana establishments, either expressly or through regulations that make their operation unreasonably impracticable. Such regulations shall include

- (1) procedures for the issuance, renewal, suspension, and revocation of a registration to operate a marijuana establishment, with such procedures subject to all requirements of AS 44.62 (Administrative Procedure Act);
- (2) a schedule of application, registration, and renewal fees, provided, application fees shall not exceed \$5,000, with this upper limit adjusted annually for inflation, unless the board determines a greater fee is necessary to carry out its responsibilities under this chapter;
- (3) qualifications for registration that are directly and demonstrably related to the operation of a marijuana establishment;
- (4) security requirements for marijuana establishments, including for the transportation of marijuana by marijuana establishments;
- (5) requirements to prevent the sale or diversion of marijuana and marijuana products to persons under the age of 21;
- (6) labeling requirements for marijuana and marijuana products sold or distributed by a marijuana establishment;
- (7) health and safety regulations and standards for the manufacture of marijuana products and the cultivation of marijuana;
- (8) reasonable restrictions on the advertising and display of marijuana and marijuana products; and
- (9) civil penalties for the failure to comply with regulations made pursuant to this chapter.

(b) In order to ensure that individual privacy is protected, the board shall not require a consumer to provide a retail marijuana store with personal information other than government-issued identification to determine the consumer's age, and a retail marijuana store shall not be required to acquire and record personal information about consumers.

Sec. 17.38.200. Marijuana establishment registrations.

(a) Each application or renewal application for a registration to operate a marijuana establishment shall be submitted to the board. A renewal application may be submitted up to 90 days before the expiration of the marijuana establishment's registration. When filing an application for a new registration under this subsection, the applicant shall submit the applicant's fingerprints and the fees required by the Department of Public Safety under AS 12.62.160 for criminal justice information

and a national criminal history record check. When filing an application for renewal of registration, an applicant shall submit the applicant's fingerprints and the fees required by the Department of Public Safety under AS 12.62.160 for criminal justice information and a national criminal history record check every five years. The board shall forward the fingerprints and fees to the Department of Public Safety to obtain a report of criminal justice information under [AS 12.62](#) and a national criminal history record check under [AS 12.62.400](#).

- (b) The board shall begin accepting and processing applications to operate marijuana establishments one year after February 24, 2015.
- (c) Upon receiving an application or renewal application for a marijuana establishment, the board shall immediately forward a copy of each application and half of the registration application fee to the local regulatory authority for the local government in which the applicant desires to operate the marijuana establishment, unless the local government has not designated a local regulatory authority pursuant to [AS 17.38.210\(c\)](#).
- (d) Within 45 to 90 days after receiving an application or renewal application, the board shall issue an annual registration to the applicant unless the board finds the applicant is not in compliance with regulations enacted pursuant to [AS 17.38.190](#) or the board is notified by the relevant local government that the applicant is not in compliance with ordinances and regulations made pursuant to [AS 17.38.210](#) and in effect at the time of application.
- (e) If a local government has enacted a numerical limit on the number of marijuana establishments and a greater number of applicants seek registrations, the board shall solicit and consider input from the local regulatory authority as to the local government's preference or preferences for registration.
- (f) Upon denial of an application, the board shall notify the applicant in writing of the specific reason for its denial.
- (g) Every marijuana establishment registration shall specify the location where the marijuana establishment will operate. A separate registration shall be required for each location at which a marijuana establishment operates.
- (h) Marijuana establishments and the books and records maintained and created by marijuana establishments are subject to inspection by the board.
- (i) A marijuana establishment may not be registered under this chapter if a person who is an owner, officer, or agent of the marijuana establishment has been convicted of a felony and either

- (1) less than five years have elapsed from the time of the person's conviction;
or
(2) the person is currently on probation or parole for that felony.

Sec. 17.38.210. Local control.

- (a) A local government may prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or retail marijuana stores through the enactment of an ordinance or by a voter initiative. An established village may prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or retail marijuana stores as provided in [AS 17.38.300](#).
- (b) A local government may enact ordinances or regulations not in conflict with this chapter or with regulations enacted pursuant to this chapter, governing the time, place, manner, and number of marijuana establishment operations. A local government may establish civil penalties for violation of an ordinance or regulation governing the time, place, and manner of a marijuana establishment that may operate in such local government.
- (c) A local government may designate a local regulatory authority that is responsible for processing applications submitted for a registration to operate a marijuana establishment within the boundaries of the local government. The local government may provide that the local regulatory authority may issue such registrations should the issuance by the local government become necessary because of a failure by the board to adopt regulations pursuant to [AS 17.38.190](#) or to accept or process applications in accordance with [AS 17.38.200](#).
- (d) A local government may establish procedures for the issuance, suspension, and revocation of a registration issued by the local government in accordance with (f) of this section or (g) of this section. These procedures shall be subject to all requirements of [AS 44.62](#) (Administrative Procedure Act).
- (e) A local government may establish a schedule of annual operating, registration, and application fees for marijuana establishments, provided, the application fee shall only be due if an application is submitted to a local government in accordance with (f) of this section and a registration fee shall only be due if a registration is issued by a local government in accordance with (f) of this section or (g) of this section.
- (f) If the board does not issue a registration to an applicant within 90 days of receipt of the application filed in accordance with [AS 17.38.200](#) and does not notify the applicant of the specific,

permissible reason for its denial, in writing and within such time period, or if the board has adopted regulations pursuant to AS 17.38.190 and has accepted applications pursuant to AS 17.38.200 but has not issued any registrations by 15 months after the effective date of this Act, the applicant may resubmit its application directly to the local regulatory authority, pursuant to (c) of this section, and the local regulatory authority may issue an annual registration to the applicant. If an application is submitted to a local regulatory authority under this subsection, the board shall forward to the local regulatory authority the application fee paid by the applicant to the board upon request by the local regulatory authority.

(g) If the board does not adopt regulations required by AS 17.38.190, an applicant may submit an application directly to a local regulatory authority after one year after February 24, 2015 and the local regulatory authority may issue an annual registration to the applicant.

(h) A local regulatory authority issuing a registration to an applicant shall do so within 90 days of receipt of the submitted or resubmitted application unless the local regulatory authority finds and notifies the applicant that the applicant is not in compliance with ordinances and regulations made pursuant to (b) of this section in effect at the time the application is submitted to the local regulatory authority. The local government shall notify the board if an annual registration has been issued to the applicant.

(i) A registration issued by a local government in accordance with (f) of this section or (g) of this section shall have the same force and effect as a registration issued by the board in accordance with AS 17.38.200. The holder of such registration shall not be subject to regulation or enforcement by the board during the term of that registration.

(j) A subsequent or renewed registration may be issued under (f) of this section on an annual basis only upon resubmission to the local government of a new application submitted to the board pursuant to AS 17.38.200.

(k) A subsequent or renewed registration may be issued under (g) of this section on an annual basis if the board has not adopted regulations required by AS 17.38.190 at least 90 days prior to the date upon which such subsequent or renewed registration would be effective or if the board has adopted regulations pursuant to AS 17.38.190 but has not, at least 90 days after the adoption of such regulations, issued registrations pursuant to AS 17.38.200.

(l) Nothing in this section shall limit such relief as may be available to an aggrieved party under AS 44.62 (Administrative Procedure Act).

(m) Except as provided in [AS 29](#), the exercise of the powers authorized by this section by a borough may be exercised only on a nonareawide basis. In this subsection, "nonareawide" means throughout the area of a borough outside all cities in the borough.

Sec. 17.38.220. Employers, driving, minors, and control of property.

(a) Nothing in this chapter is intended to require an employer to permit or accommodate the use, consumptions, possession, transfer, display, transportation, sale, or growing of marijuana in the workplace or to affect the ability of employers to have policies restricting the use of marijuana by employees.

(b) Nothing in this chapter is intended to allow driving under the influence of marijuana or to supersede laws related to driving under the influence of marijuana.

(c) Nothing in this chapter is intended to permit the transfer of marijuana, with or without remuneration, to a person under the age of 21.

(d) Nothing in this chapter shall prohibit a person, employer, school, hospital, recreation or youth center, correction facility, corporation, or any other entity who occupies, owns, or controls private property from prohibiting or otherwise regulating the possession, consumption, use, display, transfer, distribution, sale, transportation, or growing of marijuana on or in that property.

Sec. 17.38.230. Impact on medical marijuana law.

Nothing in this chapter shall be construed to limit any privileges or rights of a medical marijuana patient or medical marijuana caregiver under [AS 17.37](#).

Sec. 17.38.300. Local option election by an established village.

(a) If a majority of the voters voting on the question vote to approve the option, an established village shall exercise a local option to prohibit the operation of one or more of the following types of marijuana establishments:

- (1) marijuana cultivation facilities;
- (2) marijuana product manufacturing facilities;
- (3) marijuana testing facilities; or
- (4) retail marijuana stores.

(b) A ballot question to adopt a local option under this section must at least contain language substantially similar to the following: "Shall (name of village) adopt a local option to prohibit (specify local option under (a) of this section)? (yes or no)."

Sec. 17.38.310. Removal of local option.

(a) If a majority of the voters voting on the question vote to remove the option, an established village shall remove a local option previously adopted under AS 17.38.300. The option is repealed effective the first day of the month following certification of the results of the election.

(b) A ballot question to remove a local option under this section must at least contain language substantially similar to the following: "Shall (name of village) remove the local option currently in effect, that prohibits (current local option under AS 17.38.300(a)), so that there is no longer any local option in effect? (yes or no)."

(c) When issuing a registration in the area that has removed a local option, the board shall give priority to an applicant who was formerly registered and whose registration was not renewed because of the results of the previous local option election. However, an applicant described in this subsection does not have a legal right to registration, and the board is not required to approve the application.

Sec. 17.38.320. Effect on registrations of prohibition of marijuana establishments.

If a majority of voters vote to prohibit the operation of marijuana establishments under AS 17.38.300, the board may not issue, renew, or transfer, between persons or locations, a registration for a marijuana establishment located within the perimeter of the established village. A registration that may not be renewed because of a local option election held under AS 17.38.300 is void 90 days after the results of the election are certified. A registration that expires during the 90 days after the results of a local option election are certified may be extended, until it is void under this section, by payment of a prorated portion of the annual registration fee.

Sec. 17.38.330. Prohibition of sale and manufacture after election.

(a) If a majority of the voters vote to prohibit the operation of marijuana establishments under AS 17.38.300, a person may not knowingly sell or manufacture marijuana in the established village.

(b) If there are registered establishments within the established village, the prohibition on sale and manufacture is effective beginning 90 days after the results of the election are certified.

(c) Nothing in this section prohibits the personal conduct authorized in AS
17.38.020.

(d) A person who violates this section is guilty, upon conviction, of a class A misdemeanor. Each violation is a separate offense.

Sec. 17.38.340. Procedure for local option elections.

(a) An election to adopt a local option under AS 17.38.300 or remove a local option under AS
17.38.310 shall be conducted as required in this section.

(b) Upon receipt of a petition of 35 percent or more of the registered voters residing within an established village, the lieutenant governor shall place on a separate ballot at a special election the local option or removal of local option that constitutes the subject of the petition. The lieutenant governor shall conduct the election under AS 15.

(c) An election under (b) of this section to remove a local option may not be conducted during the first 24 months after the local option was adopted or more than once in a 36-month period.

(d) After a petition has been certified as sufficient to meet the requirements of (b) of this section, another petition may not be filed or certified until after the question presented in the first petition has been voted on. A local option question to prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or retail marijuana stores or to prohibit all marijuana establishments may be presented in one election.

Sec. 17.38.350. Establishment of perimeter of established village.

(a) Except as provided under (b) and (c) of this section, for purposes of AS 17.38.300 - 17.38.320, the perimeter of an established village is a circle around the established village that includes an area within a five-mile radius of the post office of the established village. If the established village does not have a post office, the perimeter of an established village is a circle around the established village that includes an area within a five-mile radius of another site selected by the local governing body or by the board if the established village does not have a local governing body.

(b) If the perimeter of an established village determined under (a) of this section includes any area that is within the perimeter of another established village and, if the other established village has

- (1) also adopted a local option under AS 17.38.300, the local option of the established village that is less restrictive applies in the overlapping area;
- (2) not adopted a local option under AS 17.38.300, the local option does not apply in the overlapping area.

(c) If the board determines that the perimeter of an established village as provided under (a) and (b) of this section does not accurately reflect the perimeter of the established village, the board may establish the perimeter of the established village and the areas of overlapping perimeter described under (b) of this section for purposes of applying a local option selected under this chapter.

Sec. 17.38.360. Notice of the results of a local option election.

If a majority of the voters vote to adopt or remove a local option under AS 17.38.300 or 17.38.310, the lieutenant governor shall notify the board of the results of the election immediately after the results are certified. The board shall immediately notify the Department of Law and the Department of Public Safety of the results of the election.

Sec. 17.38.370. Bail forfeiture for certain offenses.

The supreme court shall establish by rule or order a schedule of bail amounts that may be forfeited without court appearance for a violation of AS 17.38.030 - 17.38.050.

Sec. 17.38.900. Definitions.

As used in this chapter, unless the context otherwise requires,

- (1) "board" means the Marijuana Control Board established by AS 17.38.080;
- (2) "consumer" means a person 21 years of age or older who purchases marijuana or marijuana products for personal use by persons 21 years of age or older, but not for resale to others;
- (3) "consumption" means the act of ingesting, inhaling, or otherwise introducing marijuana into the human body;

- (4) "director" means the director of the Marijuana Control Board and the Alcoholic Beverage Control Board;
- (5) "dwelling" has the meaning given in AS 11.81.900;
- (6) "established village" means an area that does not contain any part of an incorporated city or another established village and that is an unincorporated community that is in the unorganized borough and that has 25 or more permanent residents;
- (7) "local government" means both home rule and general law municipalities, including boroughs and cities of all classes and unified municipalities;
- (8) "local regulatory authority" means the office or entity designated to process marijuana establishment applications by a local government;
- (9) "manufacture" has the meaning given in AS 11.71.900.
- (10)"marijuana" means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate; "marijuana" does not include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant that is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products, or industrial hemp as defined in AS 03.05.100;
- (11)"marijuana accessories" means any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body;
- (12)"marijuana cultivation facility" means an entity registered to cultivate, prepare, and package marijuana and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers;
- (13)"marijuana establishment" means a marijuana cultivation facility, a marijuana testing facility, a marijuana product manufacturing facility, or a retail marijuana store;

(14)"marijuana product manufacturing facility" means an entity registered to purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers;

(15)"marijuana products" means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures;

(16)"marijuana testing facility" means an entity registered to analyze and certify the safety and potency of marijuana;

(17)"registration" means registration or licensure, as determined by regulation;

(18)"retail marijuana store" means an entity registered to purchase marijuana from marijuana cultivation facilities, to purchase marijuana and marijuana products from marijuana product manufacturing facilities, and to sell marijuana and marijuana products to consumers;

(19)"unreasonably impracticable" means that the measures necessary to comply with the regulations require such a high investment of risk, money, time, or any other resource or asset that the operation of a marijuana establishment is not worthy of being carried out in practice by a reasonably prudent businessperson.

Legislative History

Referendum Petition Application Submitted to the City Clerk:	March 4, 2020
Petition Application Certified by the City Clerk:	March 24, 2020
Completed Referendum Petition Submitted to City Clerk:	July 13, 2020
Petition Certified by City Clerk:	July 15, 2020
Measure Placed Before the Voters at the Regular Election of:	October 6, 2020
Proposition No. P-1, Passed at the Regular Election of:	October 6, 2020
Election Certified by the Palmer City Council:	October 12, 2020
Vote on Certification of Election:	Unanimous
Effective Date:	October 12, 2020

CITY OF PALMER, ALASKA

Ordinance No. 20-004

A Referendum Ordinance of the Voters of the City of Palmer Repealing Palmer Municipal Code Chapter 5.32 Marijuana Businesses, Prohibiting the Operation of Marijuana Cultivation Facilities, Marijuana Manufacturing Facilities, Marijuana Testing Facilities, and Retail Marijuana Stores Pursuant to AS 17.38.110 Local Control, but Not Restricting Industrial Hemp as Defined Herein

THE VOTERS OF THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code is hereby amended to read as follows (new language is underlined and deleted language is stricken):

~~5.32.020~~ Marijuana businesses prohibited.

~~A.~~ Marijuana businesses are prohibited.

~~B.~~ The prohibition contained in subsection (A) of this section shall not apply to or restrict any business, act, or commerce relating to the growing or processing of industrial hemp otherwise authorized by state or federal law, whether authorized by AS 17.38 or any other provision of state or federal law; nor shall the prohibition contained in subsection (A) of this section preclude issuance of a license or registration required for industrial hemp-related business or commerce to a qualified person or entity.

Section 4. Effective Date. This Ordinance shall take effect immediately upon its approval by a majority of the qualified voters voting on the question at the election of October 6, 2020, and certification of the election on October 12, 2020.

Passed and approved this 12th day of October, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**PLANNING & ZONING COMMISSION
CITY OF PALMER, ALASKA**

**SPECIAL MEETING
THURSDAY, MARCH 4, 2021
6:00 P.M. - COUNCIL CHAMBERS**

A. CALL TO ORDER:

The Special Meeting of the Planning and Zoning Commission was called to order by Chair Peterson at 6:00 p.m.

B. ROLL CALL:

Constituting a quorum, present in person were Commissioners:

Casey Peterson, Chair
Josh Tudor, Vice Chair (late arrival at 6:53 pm)
Linda Combs
Lisbeth Jackson

Present via Zoom video/teleconference were Commissioners:

Kristy Thom Bernier
Pamela Melin
Sabrina Shelton (late arrival at 6:59 pm)

Also present were:

Brad Hanson, Community Development Director
Nichole Degner, Community Development Specialist
Pam Whitehead, Recording Secretary (via teleconference)

C. PLEDGE OF ALLEGIANCE: The Pledge was performed.

D. APPROVAL OF AGENDA:

The agenda was unanimously approved, *as amended*, by roll call vote, revising the order of business for this and all future meetings, moving item L Staff Report to item F to be known as F *Reports*, followed by G *Audience Participation*, H *Public Hearings*, I *Unfinished Business*, J *New Business*, K *Plat Reviews*, L *Public Comments*, M *Commissioner Comments*, and N *Adjournment*. There were no objections.
[Thom-Bernier, Melin, Jackson, Combs, Peterson (Tudor, Shelton not yet present)]

E. MINUTES OF PREVIOUS MEETING:

The minutes of the **January 21, 2021 Regular Meeting** and minutes of the **February 18, 2021 Postponement to March 4, 2021** were unanimously approved as presented.

[Thom-Bernier, Melin, Jackson, Combs, Peterson (Tudor, Shelton not yet present)]

F. REPORTS:

Director Hanson:

- Reported that the City Council adopted the Central Business District and all amendments to the Commercial District.

G. AUDIENCE PARTICIPATION:

Noel Kopperud, Palmer resident/property owner, submitted comments *via email* Memorandum dated March 3, 2021, expressing concerns on the proposed Green Acres Subdivision Master Plan (Case #2021-006), primarily relating to water surface drainage.

(Ms. Degner read Mr. Kopperud's email in its entirety into the record.)

H. PUBLIC HEARINGS:

1. **IM 21-001:** Amending Palmer Municipal Code Chapter 17.32 to allow retail marijuana as a permitted use and amend 17.36 and 17.57 to allow marijuana cultivation, testing and manufacturing as a permitted use.

Staff Report: Director Hanson summarized the current status of the proposed text amendment. Under review are Ordinance No. 21-0XX Enacting standards for marijuana businesses, Draft CC Ordinance No. 21-0XX, and Chapter 7 of 3 AAC 306 Regulations for the Marijuana Control Board. The recommendation for adoption to the City Council is one of the necessary steps to implementing the ballot proposition; other considerations are taxation and licensing or permitting requirements. The Commission is to review and if approved, move forward to the City Council recommending adoption.

Public Hearing:

Chair Peterson opened the hearing for public testimony.

Stephanie Allen, Palmer resident, *via email*, submitted testimony regarding IM 21-001, noting agreement with prohibition of on-site consumption, raising concerns about cancer-causing substances and toxins in second-hand marijuana smoke, and asked the Commission to consider revising the buffer zones for all marijuana businesses to 1000 feet.

(Ms. Degner read Ms. Allen's email in its entirety into the record.)

There being no others to testify, the public hearing was closed and the matter brought back before the Commission.

Chair Peterson called for a motion to put the matter on the table for discussion:

Main Motion: For adoption of IM 21-001, amending PMC 17.32 to allow retail marijuana as a permitted use and amending 17.36 and 17.57 to allow marijuana cultivation, testing and manufacturing.

Moved by: Jackson

Seconded by: Melin

Commission discussion topics:

- Whether to allow in the Central Business District;
- Director Hanson responded to Commissioner questions providing clarification on some of the issues and definitions;

Primary Amendment: To amend the Ordinance to allow marijuana retail establishments within the Central Business District (CBD).

Moved by: Melin

Seconded by: Jackson

[Commissioner Tudor joined the meeting at 6:53 p.m.]

Discussion on the amendment:

- Commissioner Combs spoke to concerns relayed to her by many of the business owners located within the Central Business District, noting they appreciate the CBD for many reasons, but they are

- not* in favor of retail marijuana establishments within the CBD.
- Commissioner Melin also had concerns about allowing retail marijuana within the CBD; that it would be better received if it were in the Commercial District.
- Commissioner Jackson spoke to the will of the people when they voted to allow marijuana shops in downtown Palmer where other retail shops are located.
- Chair Peterson noted he feels strongly in agreement with Commissioner Jackson, comparing it to bars being allowed downtown; that when the people voted, they weren't considering sections of Palmer to be excluded.
- Commissioner Tudor spoke in agreement to allow downtown as well as the CBD.

[Commissioner Shelton joined the meeting at 6:59 p.m.]

Director Hanson suggested an additional amendment to incorporate 17.28 Commercial Land Use Matrix, explaining that at the time this ordinance was written, the Council had not yet passed the Land Use Matrix; it has since passed and should now be incorporated into Section 8 of this ordinance.

**Amendment to Primary
Amendment: To also incorporate into Section 8, marijuana retail into 17.28, Commercial Land Use Matrix.**

Moved by:	Combs
Seconded by:	Shelton
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

Discussion continued:

- Commissioner Shelton, although personally would want to limit it to outside the CBD, she will defer to the wishes of the community as a whole because of the majority vote to allow retail marijuana within the City.
- Commissioner Thom Bernier reported that quite a few businesses reached out to her recently with concerns about marijuana retail businesses on our main street; noted she appreciated Stephanie Allen's comments requesting alternate locations for the retail establishments and expanding the buffer to 1000 feet; spoke in appreciation of the concerns of the local downtown long-time Palmer business owners and she shares those concerns, that Industrial or other areas would be better suited; also spoke raising concerns about marijuana signage.

Vote on Amendment as Amended (to allow within the CBD):

Moved by:	[Melin]
Seconded by:	[Jackson]
Vote:	4 Yes (Peterson, Jackson, Shelton, Tudor) 3 No (Combs, Melin, Thom Bernier)
Action:	Motion Carried by roll call vote.

Vote on Main Motion for Adoption of IM 21-001, As Amended:

Moved by:	[Jackson]
Seconded by:	[Melin]
Vote:	4 Yes (Peterson, Jackson, Shelton, Tudor) 3 No (Combs, Melin, Thom Bernier)
Action:	Motion Carried by roll call vote.

I. UNFINISHED BUSINESS: None.

J. NEW BUSINESS: None.

K. PLAT REVIEWS:

1. **IM 21-007:** Pre-application request to create 35 lots by a three-phase master plan from Tax Parcel C30 to be known as Green Acres Master Plan.

Staff Report: Director Hanson reported comments were due to the Borough on February 11, 2021; that staff comments have already been submitted, which included:

- Subdivision Agreement has to be reached between the City and the Petitioner prior to any construction;
- There were also some drainage issues that were cited by Public Works.

Commissioner Comments:

- Commissioner Melin, who lives on Felton, commented the neighborhood has a number of concerns including depreciation of home values, the volume of traffic and speeds on Felton.
 - Commissioner Tudor added he also has heard a lot of negative feedback in the neighborhood against this subdivision expansion primarily because of the lot sizes.
 - Commissioner Melin read an email received from Noel Kopperud addressed to the Members of the Palmer Planning & Zoning Commission, dated March 3, 2021, expressing concerns regarding the Proposed Green Acres Subdivision Master Plan in its entirety, concerning potential overflow of water drainage onto his property.
 - Commissioner Jackson commented on how small the lots were compared to the surrounding areas but it should be approved if meets what is legal.
 - Director Hanson explained it is the Borough that has the Platting Authority; that the Commission only reviews and submits comments, that the Subdivision Agreement addressing the issues is the next step;
 - Commissioner Combs further explained the process addressing some of the issues.
 - Commissioner Tudor confirmed he heard the Borough approved the platting this morning.
2. **IM 21-008:** Pre-application request to create 83 lots and two open space tracts by a five-phase Master Plan, from Tract J, Cedar Hills Unit #2, Phase 1, Plat No. 2000-66 and Tracts 1, 2, & 3, Cedar Hill Unit #2, Phase 1, Plat No. 2017-15, to be known as Cedar Park Master Plan, containing approximately 90.2 acres.

Chair Peterson suspended formal rules to allow public comment. There were no objections.

Connie Yoshimura, owner of Cedar Hills Subdivision, addressed the Commission to provide additional information regarding the Proposed 83 Large Lot Subdivision with variances. She has been a residential land developer for over 30 years in Anchorage and has been an investor in Cedar Hills Subdivision for over 20 years and is currently the sole owner of Cedar Park, LLC consisting of 89 acres plus an R-2 tract of approximately 10 acres. Ms. Yoshimura described the details of the proposed Cedar Park development including the variances requested and provided a spiral booklet to the Commission containing the content of her presentation. Gary LoRusso, assisted in the presentation.

Staff Report: Director Hanson complimented the presenters on the fantastic job describing the

development and reported the current status of the process with respect to the City. The Subdivision Agreement along with the variance requests will be going before the City Council.

Commission Comments:

- Commissioners Jackson and Melin spoke in appreciation of the presentation;
- The presenters responded to questions regarding well and septic and timeline.

L. PUBLIC COMMENTS: None.

M. COMMISSIONER COMMENTS:

Commissioner Melin:

- Spoke on the topic of public comments encouraging that they be made to the Commission as a whole as opposed to through individual commissioners. She was hoping to hear more public input tonight on the issues, that perhaps there might be a better way to promote public comment.

Commissioner Tudor:

- Apologized for being late tonight.

N. ADJOURNMENT:

There being no further business, the meeting adjourned without objection at 8:09 p.m.

APPROVED by the Planning and Zoning Commission this ____ day of April, 2021.

Casey Peterson, Chair

Brad Hanson, Community Development Director

City of Palmer
Resolution No. 21-015

Subject: Authorizing the City Manager to Execute a Subdivision Agreement with Variances to Required Public Improvements for Subdivision Development as Outlined in Palmer Municipal Code Chapter 12.12

Agenda of: April 27, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
<input checked="" type="checkbox"/>	Community Development		April 8, 2021
<input type="checkbox"/>	Finance	_____	_____
<input type="checkbox"/>	Fire	_____	_____
<input type="checkbox"/>	Police	_____	_____
<input type="checkbox"/>	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (✓):

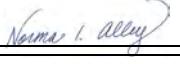
- | | | |
|-------------------------------------|---------------------------------------|----------|
| <input type="checkbox"/> | Creates revenue in the amount of: | \$ _____ |
| <input type="checkbox"/> | Creates expenditure in the amount of: | \$ _____ |
| <input type="checkbox"/> | Creates a saving in the amount of: | \$ _____ |
| <input checked="" type="checkbox"/> | Has no fiscal impact | _____ |

Funds are (✓):

- | | | |
|--------------------------|--------------|---------------------|
| <input type="checkbox"/> | Budgeted | Line item(s): _____ |
| <input type="checkbox"/> | Not budgeted | _____ |

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Attachment(s):

1. Resolution No. 21-015
2. Staff Report – Departmental Memos
3. Variance Application
4. Cedar Park Supplemental Information – Provided by Cedar Park LLC
5. Public Written Testimony

Summary Statement/Background:

Cedar Park LLC is requesting the city to consider granting variances to required development standards for construction of subdivisions. The proposed development is the remaining parcels of land in the Cedar Hills Subdivision Unit No. 1 & No. 2 and is approximately 90 acres. Development standards are established in Palmer Municipal Code (PMC) Title 12, Streets, Sidewalks and Public Places. PMC Chapter 12.12 requires developers to install public improvements when developing a subdivision, however City Council may grant a variance to provisions of these regulations. City Council's decision to grant these variances shall include in its findings the specific reasons for its action and shall also record its reasons and actions in its minutes, based on the following:

A. That there are such circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council. The subdivider bears the burden of proof.

B. That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated.

C. That the granting of the specific variance will not have the effect of nullifying the intent and purpose of this title or the comprehensive plan.

Cedar Park has requested five variances to development standards. The table below outlines the Variance Request and the process for evaluating each appeal to development standards. City Council will be adjudicating Variance Request No. 2 and No 5.

Variance Request	Item	Appeal Process & Procedure	Hearing Administrator and Type	Date
1	Cul-de-sac Diameter	PMC 15.70.010	City Manager – Hearing Examiner	April 20, 2021
2	Street Lighting	PMC 12.12.080	Public Hearing – City Council	April 27, 2021
3	Onsite Sewer and Water	PMC 13.08.030	City Manager - Administrative	TBD
4	Fire Hydrants	PMC 15.70.010	City Manager – Hearing Examiner	April 20, 2021
5	Curb and Gutter	PMC 12.12.080	Public Hearing – City Council	April 27, 2021

Chapter 6 Land Use, Goal 2 Objective B of the Palmer Comprehensive Plan outlines the cities need to provide areas for single family housing appealing to the upper end of the housing market. It further states that larger lot residential development with high-end single-family units may be more practical in certain areas where public utilities are uneconomical to provide. The cost of upgrading water pressure in the Cedar Park development is estimated at \$500,000 for a booster station.

There have been instances where the city granted a variance to development standards for subdivisions. The Hidden Ranch subdivision has been granted a variance for curb and gutter.

Administration's Recommendation:

Approve Resolution No. 21-015 to grant Cedar Park LLC requested variances to subdivision development standards for Cedar Park Subdivision

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Public Hearing Date: April 27, 2021
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Resolution No. 21-015

A Resolution of the Palmer City Council Authorizing the City Manager to Execute a Subdivision Agreement with Variances to Required Public Improvements for Subdivision Development as Outlined in Palmer Municipal Code Chapter 12.12

WHEREAS, City Council establishes and defines the public improvements which will be required under agreement to be constructed by a subdivider and to outline the procedures and responsibilities of subdivider in Palmer Municipal Code Chapter 12.12; and

WHEREAS, the City requires every subdivider to install streets, curb and gutters, public utilities, provide adequate drainage system, traffic control devices, sidewalks (when required) and street lighting in accordance with standards adopted by the City; and

WHEREAS, Palmer Municipal Code Section 12.12.080 grants City Council the authority to grant variances to development standards for subdivisions that it deems necessary, or which it finds desirable from the standpoint of public interest; and

WHEREAS, the City Council shall include its findings the specific reasons and actions in its minutes; and

WHEREAS, the City has received from Cedar Park LLC a request for variances to development standards for curb and gutters and street lighting; and

WHEREAS, the adopted Palmer Comprehensive Plan Chapter 6 Goal 2 supports maintaining high quality residential neighborhoods; promotes development of a range of desirable new places to live in Palmer; and

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby authorizes the City Manager to enter into a subdivision agreement with Cedar Park LLC and grant variances to development standards for the installation of curb and gutter and substitute street lighting for mandatory driveway lighting.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby finds that there are such circumstances of conditions affecting the property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable or undesirable to the general public. That granting of the specific variances will not be detrimental to the public welfare or injurious to the property in the area in which property is situated. The granting the specific variance will not have the effect of nullifying the intent and purpose of Palmer Municipal Code Chapter 12.12 or the Palmer Comprehensive Plan.

Approved by the Palmer City Council this _____ day of _____, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



City Manager
Variance Request to Development Standards
Staff Report to City Council

PART I. GENERAL INFORMATION

Location:	Cedar HLS #2 PH 1 RSB T/A-1 TRACT 1, Cedar HLS #2, PH 1 RSB T/A-1 TRACT 2, CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 3, CEDAR HLS #2 PH 1 TRACT J
Site Address:	No addresses assigned
Applicant & Owner:	Cedar Park Properties LLC -Natalie Travers-Smyre
Public Hearing Date:	April 13, 2013
Notification Requirements:	In accordance with XXX
Request:	Cedar Park Properties is proposing to develop 83 Single Family Homes and two open space tracts, by a five-phase Master Plan. Cedar Park Properties LLC has requested the city consider granting five variances to development standards that are established in Palmer Municipal Code (PMC) Title 12 Streets, Sidewalks, and Public Places and Title 13 Public Places. A variance to the PMC may be granted by a vote of the Palmer City Council when, through finding of facts, determine that such a development is necessary or which the council finds desirable from the standpoint of public interest.

PART II. BACKGROUND

Site Information: This parcel was annexed into the City in 1976 as a part of 160 acres tract. In 1979, a master plan was proposed creating Tracts A, B and C, Northgate Subdivision. It was subsequently changed to Cedar Hills Subdivision Unit No. 1.

In 1999, a new master plan was platted, creating Tract A, Cedar Hills Subdivision Unit No. 2, Phase 1, Plat No. 2000-66, for the entire acreage of Northgate Subdivision and the name was subsequently changed to Cedar Hills.

Parcel Size: Total Acreage 90.19

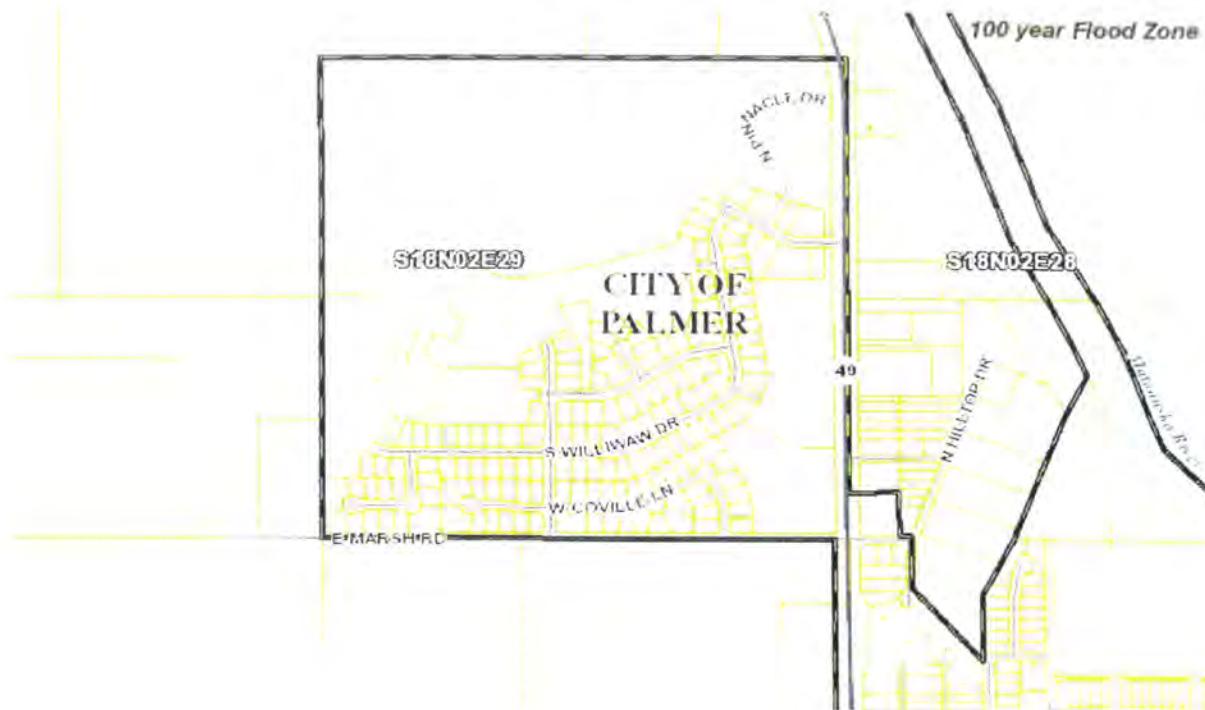
CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 1 -- 11.65 acres
CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 2 -- 7.67 acres
CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 3 -- 69.94 acres
CEDAR HLS #2 PH 1 TRACT J -- 0.93 acres

Existing Zoning: R-1 Single Family Residential District

Surrounding Land Uses:

	Zoning	Land Use for surrounding areas
North	Outside City Limits	Residential and Agriculture
South	R-1	Single-Family residences and Agriculture
East	Outside City Limits and R-1	Mixed residential and commercial uses Single family residences
West	Outside City Limits	Single-Family residences

Vicinity Map



Background Information: These parcels of land were apart of North Gate subdivision master plan established in May 1979. The master plan called for 7 phases, 294 lots with lots ranging from 8000 to 11000 square feet. In 1984 North Gate was renamed to Cedar Hills and the borough approved a plat with phase I, II and a portion of III of the North Gate Subdivision. Approximately 130 lots were development over 15 years.

In June 1999, another master plan was developed for the remaining parcels of the Cedar Hills Subdivision. Cedar Hills Unit # 2 Phase I of the 1999 master plan was the only phase platted and developed. No additional phases of the master plan were platted and 1999 master lapsed.

Between Cedar Hills Unit 1 & 2 there are 125 Single family homes. The platted subdivision is fully built out. Cedar Hills Unit 1 & 2 are served with city water and sewer.

Considerations:

Required public improvements by every subdivider must be in accordance with the conditions and specifications outlined in PMC 12.12.025 through 12.12.070. City Council may grant variances to development standards that it deems necessary or which it finds desirable for the standpoint of public interest. Variance circumstances and conditions are established in PMC 12.12.080 A, B and C. Required public improvements include street paving with curb and gutter, drainage, sidewalk when required, streetlighting, traffic control devices - signs, erosion and sedimentation plan, water and sanitary sewer. Additionally, the developer has requested a variance from International Fire Code (IFC) for a 96' Diameter cul-de-sac the variance process is different for this development standard.



City of Palmer Public Works Department

Mail: 231 W. Evergreen Ave.,
Palmer, Alaska 99645-6952
Location: 1316 S. Bonanza St.
www.cityofpalmer.org

MEMORANDUM FOR RECORD

SUBJECT: City of Palmer Public Works comment/response to Cedar Park Properties, LLC subdivision permit and variance requests

The City of Palmer Public Works Director and Superintendent have reviewed the permit and variance requests and provide the following comment/responses.

Variance Request #1 (cul-de-sac diameter): IAW Palmer Development Standards, Division 1000, Section 1004, para 1004.5.

"All cul-du-sacs shall have a minimum diameter of eighty-five feet of pavement (front of curb to front of curb)."

Public Works therefore “concurs” with the request to install cul-du-sacs with an 85ft diameter.

However, if this request conflicts with a newer, more updated requirement adopted by the City, IFC 2015, as noted by the requestor, it is likely in the City's best interest to impose the more restrictive in nature requirement, for safety reasons.

Variance Request #2 (street lighting): IAW Palmer Development Standards, Division 1000, Section 1001, para 1001.2 Development Standards.

"The Developer shall provide roads, curb and gutter, sidewalks, drainage, etc. as provided herein and in accordance with the Palmer Municipal Code."

With reference to Street Lighting, Palmer Development Standards, Division 1000, Section 1004, para 1004.1 and Division 1000, Section 1005 provide detailed requirements and instructions to the developer. Section 1005 describes luminaire height (30ft residential), wind load, spacing requirements (max 300ft), etc..

Reference to requestors comment that PMC 12.12.065 does not mention the type of street lighting required. The requestor should review both the Palmer Development Standards, Division 1000, Section 1004, para 1004.1 and Section 1005 (in its entirety), as well as, Palmer Standard Specifications, Division 80 (in its entirety), and Division 90, detailed picture sheets 80-19 and 80-20.

For this variance request, Public Works “non-concurs” with granting this variance as the developers proposed lighting does not meet the City's established standards as detailed in Palmer Municipal Code, Palmer Standard Specifications or Palmer Design Standards

Variance Request #3 (onsite water and sewer): Reference water, IAW PMC 13.16.025 Water supply system, para 2 states: "Subject to PMC 13.08.030, when each lot within a proposed subdivision has an area of 20,000 square feet or

more, connection to the city water system is not required, provided the developer proves to the city manager that the Alaska Department of Environmental Conservation has approved on-site water supply systems for each lot."

Referenced PMC 13.08.030 (above) adds no further requirements to the requirements from PMC 13.16.025.

Reference sewer, IAW PMC 13.16.030 Sanitary sewer system, para 2 states: "Subject to PMC 13.08.030, when each lot within a proposed subdivision has an area of 20,000 square feet or more, connection to the city sewer system is not required, provided the developer proves to the city manager that the Alaska Department of Environmental Conservation has approved on-site wastewater supply systems for each lot."

Referenced PMC 13.08.030 (above) adds the following additional requirement. "Regarding sewer, the city manager shall not grant such a waiver unless the owner (1) has proved to the city manager that the construction and operation of the on-site wastewater system has been approved by the Department of Environmental Conservation; and (2) the owner has entered into an agreement with the city under which the owner agrees to regular maintenance of the on-site wastewater system. The agreement with the city must run with the land and must be duly recorded. All costs of maintenance, inspection, recording, etc., will be at the owner's expense."

Strictly considering Code requirements as detailed above for this request, Public Works would "concur" with approving the request, provided the developer proves ADEC as approved individual well and on-site sewage system for each lot and enters into a septic maintenance agreement with the City for each lot.

Substantial consideration should be taken with reference to approving such a request. This decisions impact on future subdivision development within the City limits, its impact on City utilities (from additional maintenance requirements to potential lost revenue, etc.) and other considerations should all be discussed and thoroughly thought through before approving.

Variance Request #4 (fire hydrants): Public Works has no comment reference this variance request.

Variance Request #5 (curb and gutter): IAW Palmer Development Standards, Division 1000, Section 1001, para 1001.2 Development Standards.

"The Developer shall provide roads, curb and gutter, sidewalks, drainage, etc. as provided herein and in accordance with the Palmer Municipal Code."

For this variance request, Public Works "non-concurs" with granting this variance as the developers proposed variance from curb and gutter does not meet the City's established standards as detailed in Palmer Municipal Code (12.12.035), Palmer Standard Specifications or Palmer Design Standards.

It should be noted that previous subdivision developments have been granted this waiver in this past.


Chris Nall
Director of Public Work



PALMER FIRE & RESCUE

Chad Cameron

Fire Chief

645 E. Cope Industrial Way

Phone: 907-745-3709

Direct: 907-745-3854

Fax: 907-745-5443



March 23, 2021

Cedar Park, LLC
561 E. 36th Avenue, Suite 200
Anchorage, AK 99503

RE: Palmer Fire & Rescue Response to the Cedar Park Properties, LLC subdivision variance requests

The Palmer Fire & Rescue Fire Chief has reviewed the permit and variance requests. Comments made are consistent with the City of Palmer Municipal Code 15.44.010 in which the 2015 International Fire Code was adopted.

Variance Request V-1, 96-foot Diameter Cul De Sac

2015 IFC, Appendix D103.4 Dead Ends

Dead-end fire apparatus access roads in excess of 150 shall be provided with width and turnaround provisions in accordance with Table D103.4.

Palmer Fire & Rescue concurs with the 2015 International Fire Code's requirement of 96 feet for the purposes of safety of apparatus, personnel and personal property.

Dead ends require a fire vehicle turnaround when they exceed 150 feet. The purpose of this code is that backing a large apparatus, such as a ladder truck or fire engine, over 150 feet can be especially challenging and dangerous. One professional publication (Fire Apparatus & Emergency Equipment) states backing fire apparatus is the number one type of accidents with fire apparatus. These accidents can cause considerable damage to the apparatus, personal property or personnel and are avoidable.

Referencing the variance request statement,

"the reason for the 96' radius as found in the model code of IFC is also to accommodate the turning radius of the largest fire apparatus, which are typically found in large metropolitan areas with high rise buildings... This subdivision will be single-family housing. Not high-rise construction."

City of Palmer



City of Palmer

Palmer Fire & Rescue operates and maintains several large apparatuses, including a 47.8 foot-long aerial platform with pumping capabilities. This apparatus is routinely utilized on many single-family housing structure fires to reach the roof to create vertical ventilation when necessary. Many of the suppression apparatus available to Palmer Fire & Rescue have large turning radii.

Referencing the variance request statement,

"All of the cul de sacs in Cedar Park will be constructed to those same standards that cul de sacs are built throughout Alaska and throughout the Matanuska-Susitna Borough."

Title 13 of the Alaska Administrative Code, Chapter 50.025 adopted the 2012 Edition of the International Fire Code including Appendix D. Appendix D of the 2012 Edition of the International Fire Code is congruent with the 2015 version, requiring cul-de-sacs on dead-end fire access roads exceeding 150 feet in length to have a minimum radius of 96 feet.

Palmer Fire & Rescue "non-concurs" with granting this variance as the developers proposed 85 foot cul-de-sac's do not meet the 2015 International Fire Code as adopted by the City of Palmer in Municipal Code 15.44.010.

Tables D103.1 and D103.4 from the 2015 Edition of the International Fire Core are provided below for your convenience.

Table D103.1 – Dead-end Fire Apparatus Access Road Turnaround

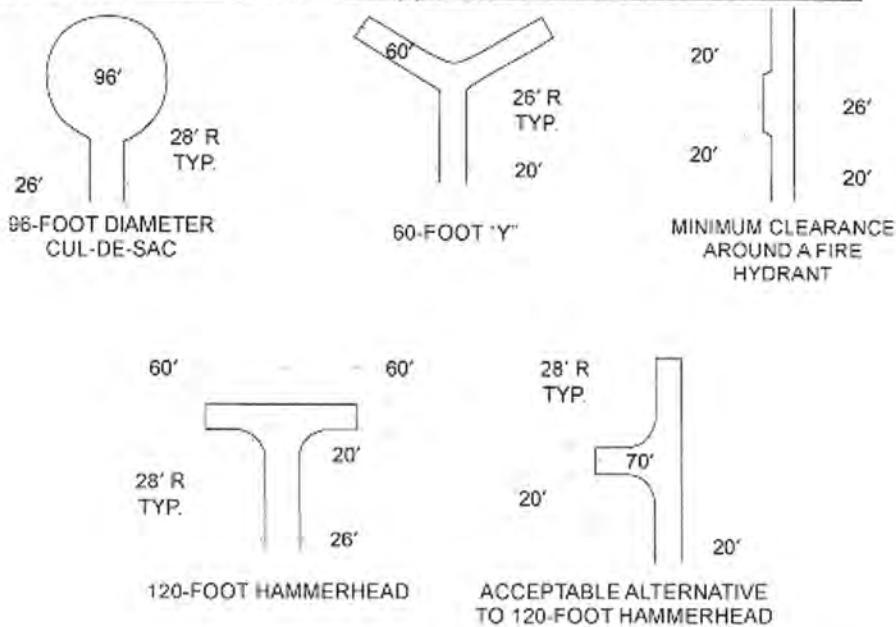




Table D103.4 – Requirements for Dead-end Fire Apparatus Access Roads

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

Variance Request V-2, Street Lights

Palmer Fire & Rescue has no comment in reference to this variance request.

Variance Request V-3, On-Site Water and Sewer

Palmer Fire & Rescue has no comment in reference to this variance request.

Variance Request V-4, Fire Hydrants

Applicable Fire Codes are referenced below. Comments to the specific variance request are located below the fire codes listed.

2015 IFC, Section 507.2, Required water supply.

An approved water supply capable of supplying the required water flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

2015 IFC, Section 507.2, Type of water supply.

A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required water flow.

2015 IFC, Section 507.5, Fire hydrant systems.

Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6.

2015 IFC, Section 507.5.1, Where required (Fire hydrants).

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of a building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

- 1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet.*

City of Palmer



2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet.

2015 IFC, Appendix B105.1 One- and two-family dwellings. Group R-3 and R-4 buildings and townhouses.

The minimum fire-flow and flow duration requirements for one- and two-family dwellings. Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(1) and B105.1(2).

Table B105.1(1) REQUIRED FIRE-FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

FIRE-FLOW CALCULATION AREA(square feet)	AUTOMATIC SPRINKLER SYSTEM(Design Standard)	MINIMUM FIRE-FLOW(gallons per minute)	FLOW DURATION(hours)
0-3,600	No automatic sprinkler system	1,000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
0-3,600	Section 903.3.1.3 of the <i>International Fire Code</i> or Section P2904 of the <i>International Residential Code</i>	500	1/2
3,601 and greater	Section 903.3.1.3 of the <i>International Fire Code</i> or Section P2904 of the <i>International Residential Code</i>	1/2 value in Table B105.1(2)	1

For SI: 1 square foot = 0.0929 m², 1 gallon per minute = 3.785 L/m.

Referencing the variance request statement,

"We have carefully designed this subdivision so that neither hydrants nor individual home sprinklers would be required. Cedar Park has a loop road design that promotes safety by providing a second access. Its design is integrated with the existing Cedar Hills subdivision. We have also provided future access connection points for interconnectivity and even more accessible when the adjoining property is eventually developed. If we did not have the second access, or separately the access provided for future connections, we would be required to provide hydrants or sprinklers."

City of Palmer



City of Palmer

2015 IFC, Appendix D107.1 One- and two-family dwellings residential developments.

Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1. *Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.*

The second apparatus road is needed in case one access road for any reason becomes unusable. The exception listed recognizes the effectiveness and reliability of properly designed and installed automatic sprinkler systems in mitigating the need to have two access points. This exception does not negate the water supply code requirement for one- and two-family dwellings.

The requirement of having the water supply (fire hydrants) is not affected by having two fire apparatus access roads into the area. Installing a fixed water supply is still required.

2015 IFC, Section [A] 104.8, Modifications.

Where there are practical difficulties involved in carrying out the provisions of this code, the fire code official shall have the authority to grant modifications for individual cases, provided the fire code official shall first find that special individual reason makes the strict letter of this code impractical and the modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the files of the department of fire prevention.

The fire code official may amend or make exceptions to the code as needed to respond to "practical difficulties" in work on new or existing buildings.

Consideration of a particular difficulty is to be based on the application of the owner and a demonstration that the intent of the code is satisfied. This section is not intended to allow a code provision to be set aside or ignored; rather, it is intended to provide for the acceptance of equivalent protection.

Following previous discussions with the developer regarding the request to modify or exempt the water supply requirement, the Fire Chief was requested to seek further input from the State of Alaska Fire Marshal's office and the Matanuska-Susitna Borough. Conversations have been conducted with the local and state-wide experts with considerable time administering fire code to confirm the application of the fire code. All experts contacted agreed with the application the fire code in the requested subdivision to require a fixed water supply and fire hydrants. The following experts were contacted:



Capital City Fire/Rescue Fire Chief Rich Etheridge
Capital City Fire/Rescue Fire Marshal Dan Jager
Matanuska-Susitna Borough Fire Marshal Donald Cuthbert
Matanuska-Susitna Borough Fire Service Area Assistant Tara Wade
City of Palmer Building Inspector David Meneses
Anchorage Fire Department Fire Plan Reviewer Mark Panilo
Anchorage Fire Department Fire Suppression Systems Bart Meinhardt
State of Alaska Fire Marshal's Office Building Plans Examiner II Timothy Fisher
State of Alaska Fire Marshal Rich Boothby

Palmer Fire & Rescue "non-concurs" with granting this variance. The developer's request to not include a water supply or fire hydrants does not meet the 2015 International Fire Code as adopted by the City of Palmer in Municipal Code 15.44.010.

Variance Request V-5, Curb and Gutter

Palmer Fire & Rescue has no comment in reference to this variance request.

Chad Cameron
Fire Chief
Palmer Fire & Rescue

City of Palmer



CITY OF PALMER
231 W. Evergreen Avenue • Palmer • Alaska • 99645
• Telephone 907-761-1322•

SUBDIVISION PERMIT

Date: _____

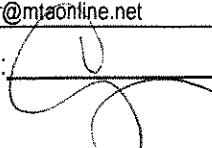
SUBDIVISION INFORMATION:

Name of Proposed Subdivision: Cedar Park	
Property tax # 528748, 528749, 528750, 16089	
Legal Description: CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 1, CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 2, CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 3, CEDAR HLS #2 PH 1 TRACT J	
General location of property: Old Glenn Highway and Marsh Road	
Total acres in proposed subdivision: 89 acres	Total Number of Lots/Parcels Proposed: 83 homesites
Access to the subdivision is from: Marsh Road and Old Glenn Highway	
Proposed source of Water: <input type="checkbox"/> City of Palmer Water Utility <input checked="" type="checkbox"/> Individual Well <input type="checkbox"/> Other _____	Proposed wastewater disposal: <input type="checkbox"/> City of Palmer Wastewater Utility <input checked="" type="checkbox"/> On-site sewage system <input type="checkbox"/> Other _____

PROPERTY OWNER*	OWNER'S REPRESENTATIVE (If Any)
Name: Cedar Park Properties, LLC	Name: Natalie Travers-Smyre
Mailing Address: 561 E 36th Avenue, Suite 200 Anchorage, AK 99503	Mailing Address: 561 E 36th Avenue, Suite 200 Anchorage, AK 99503
Contact Phone: 907-229-2703	Contact Phone: 907-727-4970
FAX:	FAX:
E-mail: cyoshimura@gci.net,	E-mail: natalie@bhhsalaska.com

*Attach list of additional owners if any.

ENGINEER/LAND SURVEYOR	
Name: Gary LaRusso Keystone Engineering & Curt Holler Holler Engineering	
Mailing Address: PO Box 2216 Palmer, AK 99645 & 3375 Sams Drive Wasilla, AK 99654	Contact Phone: 907-355-6780 Gary & 907-232-0510 Curt
	FAX:
E-mail: gary@mtaonline.net holler@mtaonline.net	E-mail:

Signature of Applicant: 

Date: 3/4/21

Signature of Owner: 
(If different than Applicant)

Date: _____

<p>LID Assessments on property:</p> <ul style="list-style-type: none"> <input type="checkbox"/> There are no LID assessments due on this parcel <input type="checkbox"/> LID assessments have been paid. <input type="checkbox"/> LID assessments have not been paid. 	<p>Finance Office:</p> <p>Initials: _____ Date: _____</p>
<p>Comments on proposed: Right-of-Way: Sewer</p> <p>and Water: Road</p>	<p>Public Works Office:</p> <p>Initials: _____ Date: _____</p>
<p>Construction:</p>	
<p>Drainage:</p>	
<p>Lighting:</p>	
<p>Comments from Community Development Department on continuation of MSB Subdivision process:</p>	
<p><input type="checkbox"/> Recommend Approval*</p> <p><input type="checkbox"/> Recommend Denial</p>	<p>_____ <i>Date</i></p> <p>_____ <i>Signature</i></p>
<p>* Condition(s) for Recommendation of Approval:</p>	
<p>(1) Completion of Matanuska-Susitna Borough Title 43 (formerly Title 16 & 27) Platting Process</p>	
<p>(2)</p>	
<p>(3)</p>	



**City of Palmer
Attn: City Clerk**

231 W. Evergreen Avenue, Palmer, Alaska 99645

Telephone: 907-745-3271 * Fax: 907-745-0930

Variance Application Form

Palmer Municipal Code 12.12.080

Applicant: Cedar Park, LLC

Property Location(s): North of Marsh Road and East of Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description(Lot, Block): Tracts 1, 2, 3 and Tract J Cedar Hills

Zone: R1

Request variance from PMC 2015 IFC - 96' Diameter Cul De Sac

Reasons for variance request: We wish to construct our cul de sac bulbs to Matanuska-Susitna Borough standards according to the new SMS Construction Manual adopted January 1, 2021.

For "A" through "F" below, please see attached info "V1"

The city council may grant a variance from the provisions of these regulations. The city council shall only grant variances that it deems necessary, or which it finds desirable from the standpoint of public interest. In making its findings, as required in this section, the city council shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon conditions in the vicinity. No variance shall be granted unless the city council finds the following contained in subsections (A), (B) and (C) of this section.

Please provide a written explanation stating how each of the following requirements has been met:

12.12.080 (A.) That there are such circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council. The subdivider bears the burden of proof;

See attached.

12.12.080 (B.) That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated;

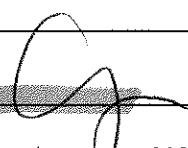
See attached.

12.12.080 (C.) That the granting of the specific variance will not have the effect of nullifying the intent and purpose of this title or the comprehensive plan;

See attached.

The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

Date of application: 3/4/2021

Signature of Owner's authorized representative 

Mailing address 561 E 36th Avenue, Suite 200 Anchorage, AK 99503

Phone/Contact number 907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted: _____

**Please attach any plans or documents pertinent to the request.

CEDAR PARK

VARIANCE V-1

96-foot Diameter Cul De Sac

The 2015 IFC that the City of Palmer adopted is a "model code," which is intended to be a base for tailoring to the specific needs and circumstances within a community. The 2015 IFC states that cul de sac bulbs are 96'. The 2018 IFC says that cul de sac bulbs are 96' when there is a hydrant. This wider cul de sac is required when a fire truck utilizes a fire hydrant in an emergency so that the access route will still be available for use by other emergency vehicles. Like most subdivisions found throughout the valley, this subdivision will be large lots without fire hydrants as all lots will be served with on-site wells, not City water.

The MSB newly adopted construction standard is an 85' cul de sac. The right of way for a cul de sac is 120' (60' radius). The 96' cul de sac does not fit within the right of way when considering the slope to the ditch and the back slope out of the ditch. Up until recently, cul de sac rights of way were created with a 50' radius. In addition to leaving access clear when there are hydrants (we are not proposing to be on City water), the reason for the 96' radius as found in the model code of IFC is also to accommodate the turning radius of the largest fire apparatus, which are typically found in large metropolitan areas with high rise buildings. This subdivision is zoned R-1. This subdivision will be single-family housing. Not high-rise construction.

Larger cul de sac bulbs also create more maintenance for the City, such as snow removal and resurfacing. The 85' cul de sac has a square foot area of 6362, while the 96' cul de sac has an area of 7238 square feet. An increased surface area of 876 square feet. Multiplied by the nine cul de sacs created in Cedar Park makes a total increase of 7,884 square feet. That is adding more than an entire extra cul de sac. Larger cul de sacs also subtract from the lot's front yards, replacing the green area with a hard-surfaced area that concentrates and increases water run-off.

This variance request is a minimum request that does not cause harm. It allows us to make reasonable use of the land and to reduce our impact on the land. At the same time, maintain access for Emergency Vehicles of the type that would be needed in this single-family home subdivision. All of the cul de sacs in Cedar Park will be constructed to those same standards that cul de sacs are built to throughout Alaska and throughout the Matanuska-Susitna Borough.

Goals as stated in the City of Palmer Comprehensive Plan as they pertain to Cedar Park are:

Space for new residential neighborhoods, primarily around the outer portions of the community, and mixed-use areas in the downtown core. Residential areas include internal open space, parks, and connecting trails.

Maintain the quality of existing neighborhoods, and provide space for the diversity of new residential uses, including housing for the upper end of the housing market, higher density housing in around downtown, and housing for seniors.

Respect private property rights. Find a practical balance between community policies that guide growth and the benefits of allowing individuals and businesses to develop properties as they see fit.

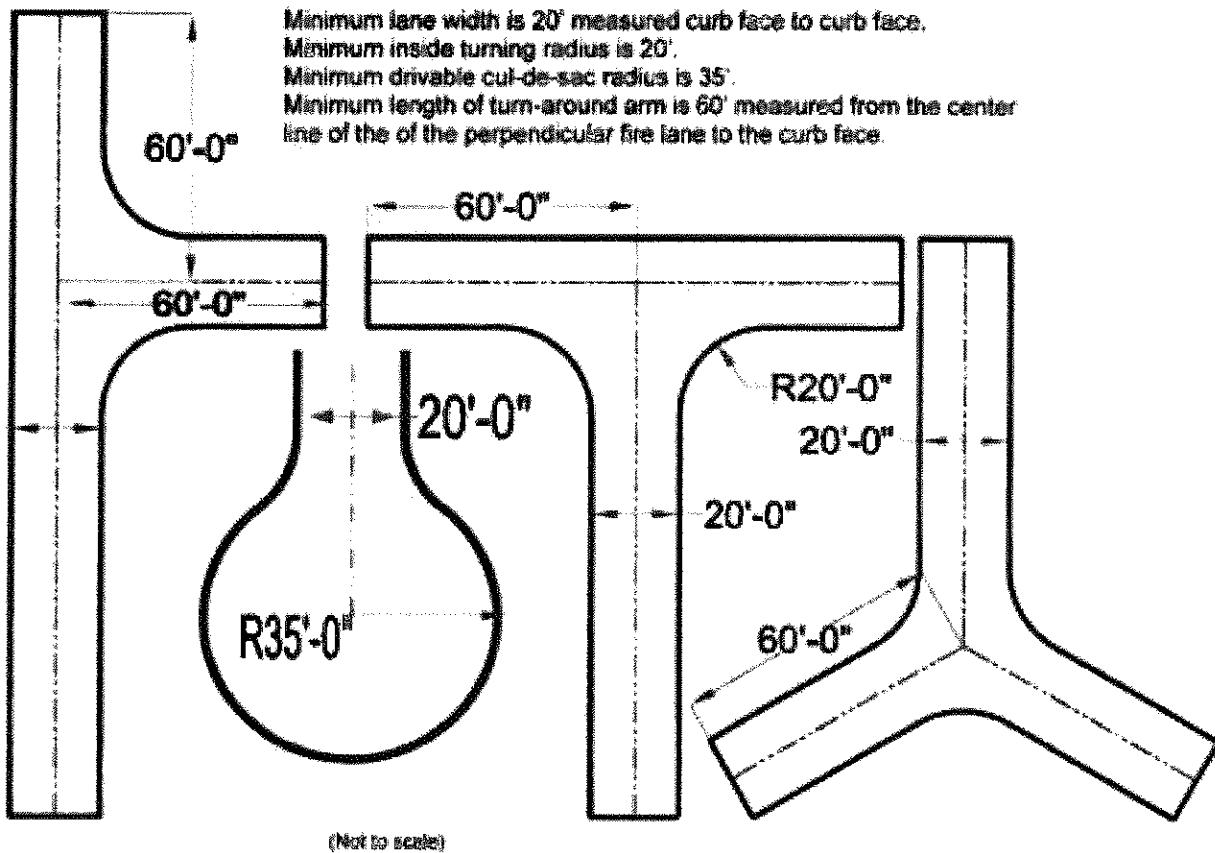
Cedar Park cul de sac size not only meets the goals of the Palmer Comprehensive plan, but Cedar Park will also implement those goals and ideals by allowing individuals to develop the property as they see fit, all while not sacrificing public safety or wise environmental standards.

The requirement to construct 96' cul de sacs is not typical of the area in which we live. Thousands and thousands of cul de sacs throughout the Matanuska-Susitna valley are built to 80 to 85 feet. We are proposing to construct what is typical throughout the valley for large lot subdivisions. It is unreasonable to have a different standard here.

This variance will not permit a land use different from what is allowed in the R-1 zone. It will not change the character of the use permitted in the R-1 zone. Allowing the 85' cul de sac will enhance the primary use found within the R-1 zone. Single-family housing. The larger lots that we propose further enhance the intended character of the zone as they will provide a much-needed mix of housing to the City of Palmer while requiring the most minimal public services.

Approved Fire Apparatus Turn-Around Minimum Dimensions

Minimum lane width is 20' measured curb face to curb face.
Minimum inside turning radius is 20'.
Minimum drivable cul-de-sac radius is 35'.
Minimum length of turn-around arm is 60' measured from the center line of the perpendicular fire lane to the curb face.





**City of Palmer
Attn: City Clerk**

231 W. Evergreen Avenue, Palmer, Alaska 99645

Telephone: 907-745-3271 * Fax: 907-745-0930

Variance Application Form

Palmer Municipal Code 12.12.080

Applicant: Cedar Park, LLC

Property Location(s): North of Marsh Road and East of Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description(Lot, Block): Tracts 1, 2, 3 and Tract J Cedar Hills

Zone: R1

Request variance from PMC 12.12.065 - Street Lights

Reasons for variance request: We wish to greatly reduce the amount of light pollution and the maintenance costs created by traditional street lights.

For "A" through "F" below, please see attached info "V2"

The city council may grant a variance from the provisions of these regulations. The city council shall only grant variances that it deems necessary, or which it finds desirable from the standpoint of public interest. In making its findings, as required in this section, the city council shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon conditions in the vicinity. No variance shall be granted unless the city council finds the following contained in subsections (A), (B) and (C) of this section.

Please provide a written explanation stating how each of the following requirements has been met:

12.12.080 (A.) That there are such circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council. The subdivider bears the burden of proof;

See attached.

12.12.080 (B.) That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated;

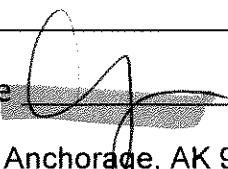
See attached.

12.12.080 (C.) That the granting of the specific variance will not have the effect of nullifying the intent and purpose of this title or the comprehensive plan;

See attached.

The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

Date of application: 3/4/2021

Signature of Owner's authorized representative 

Mailing address 561 E 36th Avenue, Suite 200 Anchorage, AK 99503

Phone/Contact number 907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted: _____

**Please attach any plans or documents pertinent to the request.

CEDAR PARK

VARIANCE V-2

Street Lights

City of Palmer code 12.12 065 states that Street Lighting is required though it does not say what type of street lighting is required. We propose to have as part of our subdivision a design requirement for individual designer-style driveway lights at the end of each driveway. These lights will significantly reduce the light pollution that is created when traditional street lighting is installed. Our driveway lighting system will have attractive lighting at each driveway which will light the street and mark the entrance to each driveway adding further usefulness to the lighting plan. Street lights are expensive to operate and maintain. Our lighting plan will eliminate those costs to the City.

Unlike the typical subdivision found within the City, the lots within this subdivision will be large, 30,000 square feet or larger. The spacing between residences in a large lot subdivision our street lighting and driveway delineating plan functions better and creates a more desirable neighborhood feel. Traditional street lighting is geared toward small-lot subdivisions.

Our lighting plan will benefit the adjoining properties, and the public as light pollution will be minimized, thereby creating an attractive environment for residents. The majority of the housing found on large lots in the valley is located in subdivisions where there is no street lighting except for the occasional street light placed at bus stops. We are proposing a light at every driveway.

Goals as stated in the City of Palmer Comprehensive Plan as they pertain to Cedar Park are:

Space for new residential neighborhoods, primarily around the outer portions of the community, and mixed-use areas in the downtown core. Residential areas include internal open space, parks, and connecting trails.

Maintain the quality of existing neighborhoods, and provide space for the diversity of new residential uses, including housing for the upper end of the housing market, higher density housing around downtown, and housing for seniors.

Respect private property rights. Find a practical balance between community policies that guide growth and the benefits of allowing individuals and businesses to develop properties as they see fit.

We are planning on large lots which do not require traditional street lighting. The goals of the Comprehensive plan generally speak to creating a community that maintains the rural character of Palmer. Our lighting plan promotes that desire. Large lots are only possible when the regulations are set up to encourage large lot creation. This requirement in City Code is one of the requirements that discourage the creation of large lots. It generally takes the minimally sized lots - that are as small as 8,400 square feet and 60' wide - to absorb the cost of these kinds of subdivision requirements.

This variance will not only protect but will enhance the character of the area. It keeps and strengthens the intent of the code and does not permit a use not otherwise found in City Code.



City of Palmer
231 W. Evergreen Avenue, Palmer, Alaska 99645
Telephone: 907-745-3790 * Fax: 907-745-5443

Variance Application Form
Palmer Municipal Code 13.16.040

Applicant: Cedar Park, LLC

Property Location(s): North of Marsh Road and East of Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description (Lot, Block): Tracts 1, 2, 3 and Tract J Cedar Hills

Zone: R1

Request variance from PMC 13.16.20, 13.16.025, 13.16.030

Reasons for variance request: We wish to create large lots with on-site water and sewer. This is standard throughout Alaska when not creating small "city sized" lots.

For "A" through "F" below, please see attached info "V3"

The city council may grant a variance from the provisions of these regulations in accordance with the procedures as set forth upon finding that undue hardship may result from strict compliance with specific provisions or that the requirements of these regulations or the application of such provisions is impractical or undesirable in a specific instance. The city council shall only grant variances that it deems necessary, or which it finds desirable from the standpoint of public interest. In making its findings, as required in this action, the city council shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon conditions in the vicinity. No variance shall be granted unless the city council finds the following:

Please provide a written explanation stating how each of the following requirements has been met:

13.16.040 A. That there are such special circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable, or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council.

See attached.

13.16.040 B. That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated.

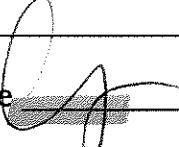
See attached.

13.16.040 C. The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

See attached.

The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

Date of application: 03/04/2021

Signature of Owner's authorized representative 

Mailing address 561 E 36th Avenue Suite 200, Anchorage, AK 99503

Phone/Contact number 907-229-2703

**Please attach any plans or documents pertinent to the request.

CEDAR PARK

VARIANCE V-3

On-site Water and Sewer

City of Palmer code states in 13.08 that:

D. Subsections (A) and (B) of this section notwithstanding, a residential dwelling no larger than a two-family dwelling, located on a parcel having an area of at least 20,000 square feet shall not be required to be connected to the city sanitary sewer system or water distribution system; provided, that the city manager has granted a written waiver from the applicable requirements of subsections (A) and/or (B) of this section. Regarding water, the city manager shall not grant such a waiver unless the owner has proved to the city manager that the on-site water system complies with Alaska Department of Environmental Conservation regulations 13.16.040 states that :The city council may grant a variance from the provisions of these regulations in accordance with the procedures as set forth upon finding that undue hardship may result from strict compliance with specific provisions or that the requirements of these regulations or the application of such provisions is impractical or undesirable in a specific instance.

We are asking for that written waiver.

The design of this subdivision is predicated on our desire, and the public's desire, for large lots close to the amenities that can be found in the valley's business centers. As such, we have purposely made each of our lots capable of accommodating on-site water and septic. Well and septic use is standard throughout Alaska. We have conducted soil testing on twenty-three individual proposed lots, which a minimum depth of twelve feet. These tests ensured the viability of on-site septic. We have drilled three water wells spaced throughout the subdivision to ensure individual on-site water wells' viability. The results of these three wells ranged between 10-30 gallons per minute which is more than adequate for typical household use.

Other subdivisions in the area and the City in general consist of small City sized lots. The adjoining Cedar Hills subdivisions have an average lot size of approximately 9,000 square feet with an average width at the building site of 75'. These small lots were made small to help absorb the cost of running public water lines. According to applicable codes, our lots are between 30,000 square feet and 43,000 square feet, which is appropriate for on-site water and sewer systems. Our average lot width is 140 feet plus.

As stated in the city code noted above, the City can allow on-site water and septic like what is found throughout Alaska when large lots are proposed. The public will not be harmed as engineers design these on-site systems. As an additional safeguard, the City has in its code a provision that gives the City authority to regulate these on-site systems. Lending institutions also require these systems to be tested before resale. An additional benefit to the City is that the landowners will be maintaining these systems, thereby eliminating the City's costs to maintain and replace public water and sewer systems.

Goals as stated in the City of Palmer Comprehensive Plan as they pertain to Cedar Park are:

Space for new residential neighborhoods, primarily around the outer portions of the community, and mixed-use areas in the downtown core. Residential areas include internal open space, parks, and connecting trails.

Maintain the quality of existing neighborhoods, and provide space for the diversity of new residential uses, including housing for the upper end of the housing market, higher density housing around downtown, and housing for seniors.

Respect private property rights. Find a practical balance between community policies that guide growth and the benefits of allowing individuals and businesses to develop properties as they see fit.

Cedar Park's desire for large lots and on-site water and septic will complement the Palmer Comprehensive Plan's goals. Large lots will provide for a mix of housing within the City limits. We will be providing upper-end housing within the City limits. This request is in harmony with the stated goals of the Comprehensive Plan. We desire to create a rural setting inside the City limits. Having to use City water and sewer would make it financially unfeasible to make large lots and not meet market demand.

The strict application of installing City water would make this property unusable for creating a large lot subdivision. This application will not create land use in a district where it is prohibited. We complement the goals of the Comprehensive Plan. We do not harm the public. The City has regulatory authority for on-site systems.



City of Palmer

231 W. Evergreen Avenue, Palmer, Alaska 99645

Telephone: 907-745-3790 * Fax: 907-745-5443

Variance Application Form

Palmer Municipal Code 13.16.040

Applicant: Cedar Park, LLC

Property Location(s): North of Marsh Road and East of Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description (Lot, Block): Tracts 1, 2, 3 and Tract J Cedar Hills

Zone: R1

Request variance from PMC 13.16.025 and any other City Code requirements for sprinklers or hydrants

Reasons for variance request: We wish to create large lots with on-site water and sewer. Hydrants are installed when utilizing City water. This is standard throughout Alaska when not creating small "city sized" lots.
For "A" through "F" below, please see attached info "V4"

The city council may grant a variance from the provisions of these regulations in accordance with the procedures as set forth upon finding that undue hardship may result from strict compliance with specific provisions or that the requirements of these regulations or the application of such provisions is impractical or undesirable in a specific instance. The city council shall only grant variances that it deems necessary, or which it finds desirable from the standpoint of public interest. In making its findings, as required in this action, the city council shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon conditions in the vicinity. No variance shall be granted unless the city council finds the following:

Please provide a written explanation stating how each of the following requirements has been met:

13.16.040 A. That there are such special circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable, or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council.

See attached.

13.16.040 B. That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated.

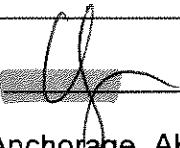
See attached.

13.16.040 C. The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

See attached.

The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

Date of application: 03/04/2021

Signature of Owner's authorized representative 

Mailing address 561 E 36th Avenue Suite 200, Anchorage, AK 99503

Phone/Contact number 907-229-2703

**Please attach any plans or documents pertinent to the request.

CEDAR PARK

VARIANCE V-4

Fire Hydrants

City of Palmer code states in 13.08 that:

D. Subsections (A) and (B) of this section notwithstanding, a residential dwelling no larger than a two-family dwelling, located on a parcel having an area of at least 20,000 square feet shall not be required to be connected to the city sanitary sewer system or water distribution system; provided, that the city manager has granted a written waiver from the applicable requirements of subsections (A) and/or (B) of this section. Regarding water, the city manager shall not grant such a waiver unless the owner has proved to the city manager that the on-site water system complies with Alaska Department of Environmental Conservation regulations 13.16.040 states that :The city council may grant a variance from the provisions of these regulations in accordance with the procedures as set forth upon finding that undue hardship may result from strict compliance with specific provisions or that the requirements of these regulations or the application of such provisions is impractical or undesirable in a specific instance.

We are asking for that written waiver. Along with this waiver, we would not be installing hydrants as there would not be a water system to connect the hydrants to.

The design of this subdivision is predicated on our desire, and the public's desire, for large lots close to the amenities that can be found in the valley's business centers. As such, we have purposely made each of our lots capable of accommodating on-site water and septic. This is standard throughout Alaska. To install hydrants, we would have to extend the water system and create small lots, which is not financially feasible.

IFC states:

D107.1 One- or two-family dwelling residential developments.

Developments of one- or two-family dwellings where the number of *dwelling units* exceeds 30 shall be provided with two separate and *approved* fire apparatus access roads.

Exceptions:

1. Where there are more than 30 *dwelling units* on a single public or private fire apparatus access road and all *dwelling units* are equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the *International Fire Code*, access from two directions shall not be required.

2. The number of *dwelling units* on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the *fire code official*.

We have carefully designed this subdivision so that neither hydrants nor individual home sprinklers would be required. Cedar Park has a loop road design that promotes safety by providing a second access. Its design is integrated with the existing Cedar Hills subdivision. We have also provided future access connection points for interconnectivity and even more accessible when the adjoining property is eventually developed. If we did not have the second access, or separately, the access provided for future connections, we would be required to provide hydrants or sprinklers.

Again, most subdivisions within the City limits or the limits of any City are not composed of large lots. Typically they are small lots that help absorb the cost of City utilities. With our average lot width of 140,' we are 233% wider than typical City lots. The cost AND maintenance of a water system with hydrants would, in effect, be more than double the per lot cost as these utilities are calculated on a per running foot cost basis. We would be forced to make small lots to make this a viable effort.

Granting this variance will provide us with a means to reasonably use our land in a manner that does not harm the public. We will be providing street address signage for ease of house identification in case of an emergency. We will be providing a "fire-wise" community and requiring the residents to adhere to those principles and guidelines. Additional information on fire-wise development has been provided. Being a fire-wise community will not only protect the residents within Cedar Park. Being a fire-wise community will protect the surrounding residents both inside and outside of the City limits.

There are no provisions in the Comprehensive plan that this request will conflict with. The character of the development will be rural, which is in harmony with the City Comprehensive Plan, and granting of this variance will not create use that is not allowed within the district. Application of the hydrant requirement will render the property useless for large lots.



**City of Palmer
Attn: City Clerk**

231 W. Evergreen Avenue, Palmer, Alaska 99645

Telephone: 907-745-3271 * Fax: 907-745-0930

Variance Application Form

Palmer Municipal Code 12.12.080

Applicant: Cedar Park, LLC

Property Location(s): North of Marsh Road and East of Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description(Lot, Block): Tracts 1, 2, 3 and Tract J Cedar Hills

Zone: R1

Request variance from PMC 12.12.035 and any other City Code requirement for curb and gutter

Reasons for variance request: We wish to create a large lot subdivision. Curb and gutter are installed when utilizing a City storm drain system. This is standard throughout Alaska when not creating "city sized" lots. We will be installing multiple infiltration points.

For "A" through "F" below, please see attached info "V5"

The city council may grant a variance from the provisions of these regulations. The city council shall only grant variances that it deems necessary, or which it finds desirable from the standpoint of public interest. In making its findings, as required in this section, the city council shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon conditions in the vicinity. No variance shall be granted unless the city council finds the following contained in subsections (A), (B) and (C) of this section.

Please provide a written explanation stating how each of the following requirements has been met:

12.12.080 (A.) That there are such circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council. The subdivider bears the burden of proof;

See attached.

12.12.080 (B.) That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated;

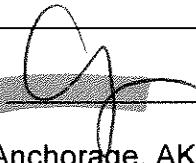
See attached.

12.12.080 (C.) That the granting of the specific variance will not have the effect of nullifying the intent and purpose of this title or the comprehensive plan;

See attached.

The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

Date of application: 3/4/2021

Signature of Owner's authorized representative 

Mailing address 561 E 36th Avenue, Suite 200 Anchorage, AK 99503

Phone/Contact number 907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted: _____

**Please attach any plans or documents pertinent to the request.

CEDAR PARK

VARIANCE V-5

Curb and Gutter

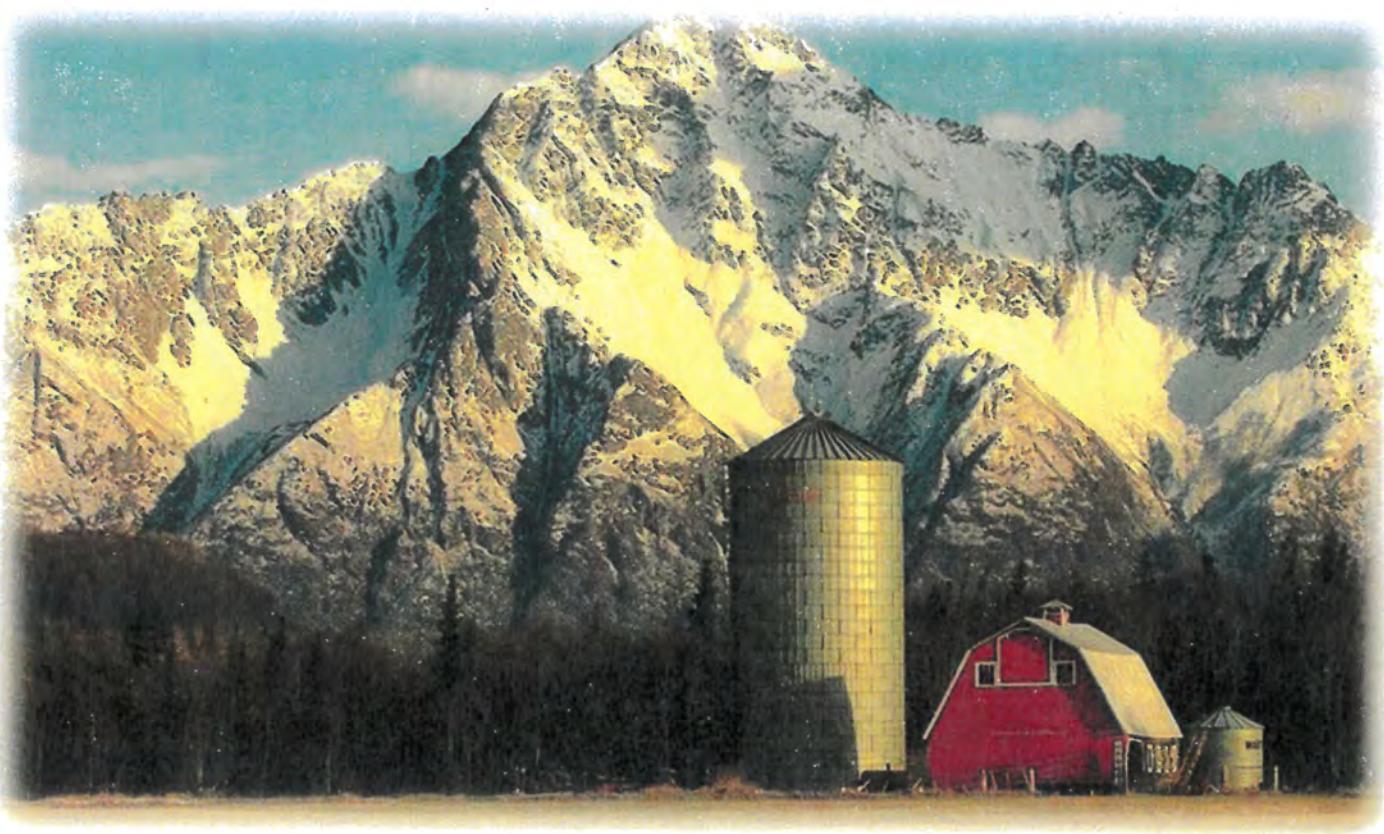
The design of this subdivision is predicated on our desire, and the public's desire, for large lots close to the amenities that can be found in the valley's business centers. As such we have purposely made each of our lots capable of accommodating on-site drainage. In addition we will be providing a "low impact design" for the road run-off which will dispose of street drainage into multiple infiltration points along the waters path and at points of concentrated flow. We use the natural slope of the ground both on-site and off-site to ensure that all water that originated from Cedar Park stays in Cedar Park.

Curb and gutter concentrates water flow down the edge of the driving surface to a storm drain system or into a highway ditch and eventually into our waterways. We propose to keep all of our run-off water within the boundaries of Cedar Park. This area has water flow from off-site "upstream". The surrounding fields freeze in the winter and when we get a winter thaw the excess surface water flows across the ground. Curb and gutter does not help remediate this problem. Infiltration does. This has been proven in other developed areas. We wish to be provided the same opportunity to keep Cedar Park protected from excessive run-off.

Providing curb and gutter does not protect the public as well as on-site infiltration does. On-site infiltration protects the environment and the aquifer as pollutants are not concentrated and sent elsewhere downstream untreated. They are instead filtered through the ground replenishing the water supply. The goals and objectives of the Comprehensive Plan are not affected by this request as this helps maintain the rural character of the City by creating a subdivision of larger lots and protecting our water quality. If we had to install curb and gutter for Cedar Park we would be "priced out of the market". We would have to create small City sized lots in order to absorb the cost of the improvements. The application of this code would render this property useless for a large lot subdivision. This variance will not create a use in this district that is otherwise prohibited.

Cedar Park

Supplemental Information



Proposed 83
Large Lot Subdivision

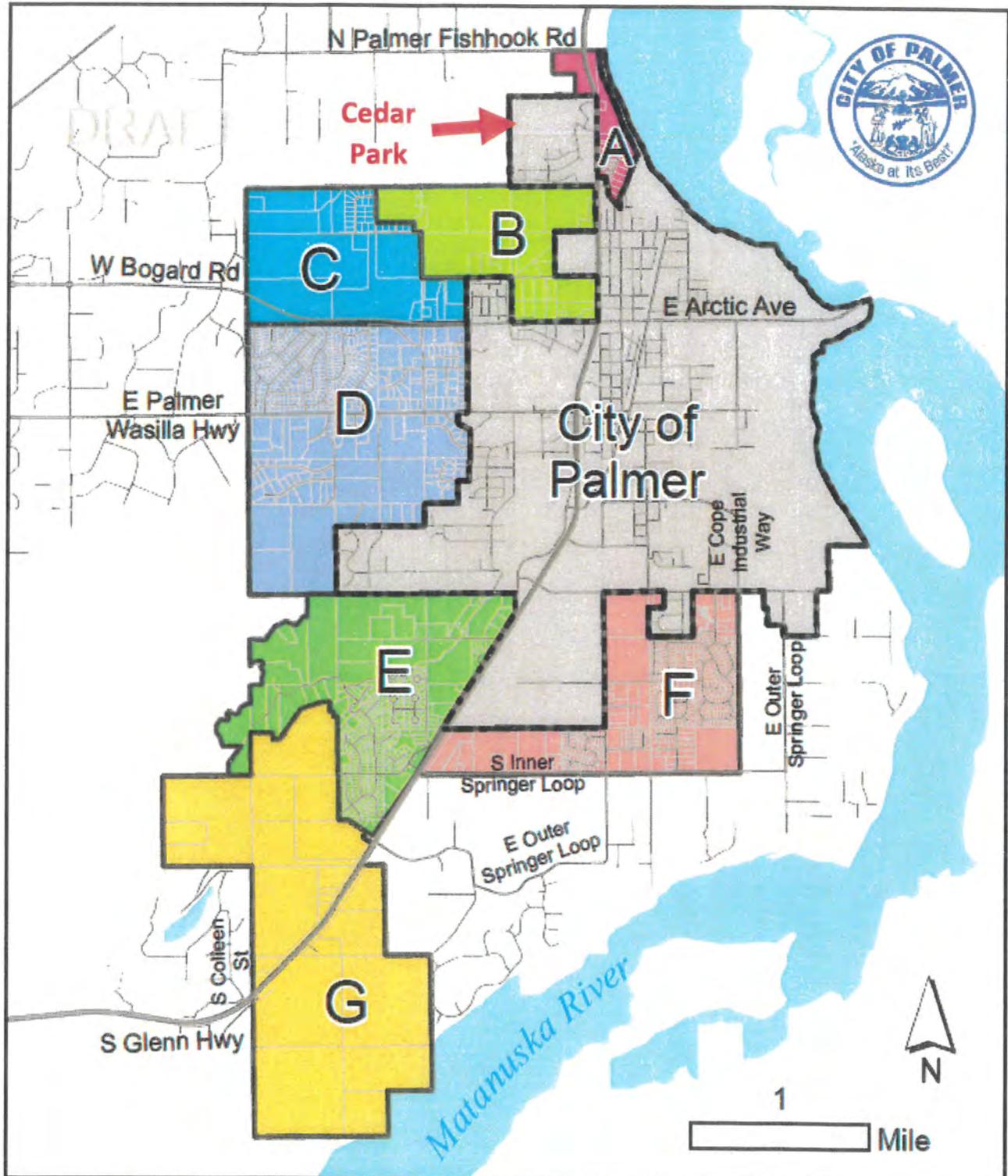
Supplemental Information related to Cedar Park the Proposed 83 large lot subdivision

I. Introduction

The proposed Cedar Park Subdivision consists of eighty-nine acres located off the Marsh Road and the Old Glenn Highway. It is the largest land holding within the city limits of Palmer and the most northern parcel. It is to the north of draft study areas for annexation B and C which are currently undeveloped. The owner of Cedar Park Subdivision is Connie Yoshimura, an investor in the land for over twenty years and now the sole owner of Cedar Park Development, LLC. She has over 30 years of residential development experience in Anchorage and Eagle River, including communities Heritage Estates, Turnagain View Estates, Potter Creek, Huffman Timbers and most recently Sandhill Reserve at the corner of W. 80th and Sand Lake Road in Anchorage.

II. Annexation

- A. The choices made on this subdivision application will reverberate throughout the annexation process and for the next five to ten years. Your vote to support this subdivision and requested variances will demonstrate a willingness to work with landowners and favorable and responsible, high-quality development to those sixty-five percent of residents who do not support annexation.
- B. Palmer is a community where residents enjoy the unique character, lifestyle, and community values that have been in existence for decades. The developers goal is to retain the unique lifestyle and community values while adding additional housing for the economic benefit of the community. Larger homesites offer privacy and the ability to plant more trees, shrubs and enjoy a garden plot in keeping with the agriculture history of Palmer.
- C. The City's granting of variances, reconsideration, and revision of certain existing land use policies and related codes are critical for future development and annexation success. The development codes that have been designed for the current City need to be refashioned to accommodate the more rural/suburban growth likely to occur on the remaining residential land in the City of Palmer and the annex areas.
- D. Cedar Park will add 83 new homes that will contribute to the community as a whole and conserve the unique character and quality of a natural, community life that residents of Palmer and the surrounding area now enjoy, including that rural residential feel with larger homesites and 2.5 acres of open space.



City of Palmer 2020 Annexation Study

Date: 10/26/2020 5:43 PM

Source Data:

Matanuska Susitna Borough GIS

Draft Study Areas

A	C	E	G
B	D	F	
			Palmer City Limits

II. Real Estate Market Conditions

- A. The City of Palmer housing needs have been historically underdeveloped. Just 3.79-percent (73) of new construction homes built between 2015 and 2020 in the Mat Su Borough (1,976) have been constructed within the City limits.
- B. According to the U.S. Census Borough, 53% of homes in Palmer were built before 1989, and only 2.1% built in 2014 or later.
- C. According to the Alaska Multiple Listing Service, there were 333 new construction homes sold in the Mat-Su Borough in 2020. In the City of Palmer, there were seven new construction homes built in 2020.
- D. Due to the lack of buildable land and the requirements associated with development, the City of Palmer is not keeping pace with its neighbors in the Borough and the opportunity to increase the tax base that comes with new home construction.

III. Economic Impact of Residential Construction

- A. The positive impact of new residential construction is far-reaching, bringing benefits to families, businesses, and services through the community immediately, as well as for years to come. The economic impact includes shopping at local stores, eating at local restaurants, hiring local companies to maintain their homes, such as landscaping, house cleaning, and pet sitters. The children enroll in local schools. This increases enrollment, meaning more teachers, janitors, cafeteria workers, and other school support staff. These kids also join sports leagues and other activities, buy equipment and pay registration fees. All of this economic activity puts income into the pockets of local business owners and their families, who can then afford to go out and spend money themselves, which recycles even more cash into the community's economy.
- B. The new families also pay state and local taxes. These tax revenues help pay for a wide range of government services, including school teachers, police departments, refuse collection, park maintenance, and road repairs. Over the long term, as the families who move into new homes become part of the community, their positive impact continues. With 83 new homes with an assessed value of \$400,000, annual property taxes will provide \$442,622 in revenue when built out.
- C. Families who buy a newly built home enjoy the benefits, including safety, amenities, energy efficiency, and floor plans to fit a modern lifestyle. But the advantages of new homes extend far beyond the buyers and the builders – residential construction has a positive, direct impact on the local community for years.





IV. The Desirability of Large Homesites

- A. According to Alaska MLS, in 2020, 270 of the 333 or 81-percent of new construction homes sold in the Mat-Su Borough were located on homesites above 30,000 square feet.
- B. Cedar Park will have lot sizes ranging from 30,000 to 43,000 square feet with lot widths of approximately one hundred twenty-five feet and minimum side-yard setbacks of twenty-five feet, increasing the minimum space between homes seventy to one hundred twenty feet apart.

V. Appraisals and Financing

- A. Fire sprinklers add a minimum of \$25,000 to the cost of a home in Alaska. Appraisers do not consider that value while appraising a home. Appraisals on homes with fire sprinkler mandates will not meet the purchase price, and as a result, many homebuyers will not be able to complete their purchase.
- B. Institutional financing options like V.A., FHA, and USDA loans are based on an appraised value, as the mortgage is secured on the asset's value. Most times, the institution rules will not allow, or the buyers do not have the cash to pay the difference between the appraisals and agreed-upon purchase price for sprinklers.

VI. Cedar Park Homeowners Association

- A. Cedar Park will have a Homeowners Association which mandatory membership by all homesites is required.
- B. The homeowners association will be a non-profit corporation registered with the State of Alaska.
- C. The association is run by a Board of Directors of at least three property owners within the community.
- D. A professional Association Management Company handles the day-to-day operations of the association, with an Association Manager assigned to the community.
- E. The Board of Directors and the Association Manager work as a team to enforce the rules outlined in the Covenants, Codes, and Restrictions (CCRs) of the community. These CCRs include design criteria, landscaping requirements, recreational vehicle parking, and number of pets, along with other community safety and appearance regulations.

VI. Variances Requested

A. Street Lights – The Developer of Cedar Park requests an exemption regarding installing traditional street lights. Instead, we envision each home having a driveway entrance light at the end of their driveway. The homeowners association for Cedar Park will have design specifications for these lights. Below is a sample of driveway entrance lights



B. Curb & Gutter – No curb and gutters will be needed due to the drainage plan designed by Holler Engineering directing water flow in Cedar Park into multiple infiltration points, either the right-of-way or in drainage easements that supports the natural shape of the ground. Infiltration points are a method that has been proven in the general area. Snow storage will be substantially improved over Cedar Hills, which has no ditches.

C. Wells and Septics – The homesites in Cedar Park have been designed to accommodate private water and sewer systems. Twenty-three soil tests have been conducted, and test wells have been drilled on three lots. Lot 78 is 301' deep and produces 30-gallons per minute. Lot 74 is 281' deep and produces 25-gallons per minute, and Lot 4 is 109' deep and flows at 10 gallons per minute. These soil tests and wells were drilled to ensure the homesites are capable of private systems. There is no need for extensions of the public utilities to Cedar Park.

D. Fire Hydrants/Sprinklers

I. Modifications Request

1. It is reasonable and appropriate to adjust provisions of the International Fire Code (IFC) as needed, to allow construction of the proposed low-density lots without piped hydrants, sprinklers, or oversized cul-de-sacs.

Based on the minimal nationwide support for the complete IFC, the precedents set by the State of Alaska, the Municipality of Anchorage, and many other states,

2. The proximity of the fire stations,
3. The low density,
4. and practical limits,

II. International Fire Code (IFC)

- A. Seven states have not adopted the IFC. Delaware, Florida, Hawaii, Maine, Maryland, Vermont, and West Virginia.
- B. 29 states, including Alaska, (SB130 signed into law by Governor Sean Parnell on 08/24/2011) prohibits local governments from requiring home fire sprinklers without "engaging in a more extensive public hearing and comment process." See Appendix A.
- C. Anchorage removed the residential fire sprinkler code requirement in 2020 (Anchorage Ordinance 2020-85). See Appendix B.
- D. North Carolina has a statewide ban on local governments instituting residential sprinkler requirements. They adopted the IRC but revised the code to mandate sprinklers for townhomes only.
- E. Per the National Fire Protection Association (NFPA), Only four states/regions requiring fire sprinklers in new, one-and two-family homes: California, Maryland, and Washington D.C.
- F. Per the NFPA, Twenty-nine states prohibited statewide and new, local adoptions of fire sprinkler requirements in new, one-and two-family homes:

Alaska, Alabama, Arizona, Connecticut, Delaware, Georgia, Hawaii, Idaho, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Pennsylvania, South Carolina, Texas, Utah, Virginia, West Virginia, and Wisconsin.

III. The Disadvantages of Fire Sprinklers in Single Family Homes

- A. According to the National Fire Prevention Association, ninety-three percent of sprinkler failures are due to human error.

- 59% - System shut off
 - 17% - Manual intervention defeated the system
 - 10% - Lack of maintenance
 - 7% - Inappropriate system for the type of fire
 - 7% - System components damaged
- B. Leaks in sprinkler pipes cost an average of \$1,000 to repair. Replacing ruptured pipes averages \$7.00 per square foot.
- C. During a natural disaster such as an earthquake, fire sprinklers can cause extensive water damage. For example, after the 2018 earthquake, one of the most costly problems that emerged was water damage. More than 200 sprinkler systems in buildings broke, causing flooding. Also, power can be out for hours or days. When the temperature of the home plummets to sub-freezing levels, the water within the sprinkler system begins to freeze and turn to ice. When the water turns to ice, it expands and breaks the sprinkler pipe causing a freeze break, causing catastrophic water damage in the home.
- D. Homeowner maintenance of the system is crucial. Painting of the heads, hanging items from them and placing items under them that obstruct the water discharge pattern is common within a home.

Also, The National Fire Protection Association (NFPA) requires monthly inspection of:

All valves to ensure they are open - monthly

Testing of pumps to make sure they operate and not trip a circuit breaker when starting - monthly

Ongoing visual inspection of all sprinklers to ensure they are not obstructed, damaged, corroded, covered with foreign materials, painted, showing signs of leaking, and that decorations are not attached to them.

Annually, fully open the test connection downstream of any pressure-reducing or pressure-regulating valve, and make sure the pressure gauge reads a reasonable value.

IV. Hydrant/Sprinkler Service & Secondary Egress Availability

- A. Anchorage modified their municipal code to remove the sprinkler requirement for any home without hydrant service. See Appendix B.

B. It is not a requirement in the 2018 IFC that all houses are sprinkled; instead, if a subdivision has more than 30 lots, **AND** if that subdivision has only one access, the houses have to be sprinkled **OR** a second access must be constructed. The code section allows only one access without sprinkling **IF** future road connections are platted or proposed. In our case, the proposed Cedar Park is designed with a loop road working in conjunction with the existing Cedar Hills subdivision **AND** contains multiple paths, **AND** we have provided connections to the adjoining properties to facilitate future connections.

C. The proposed, non-hydrant served cul-de-sacs or temporarily dead-ending streets will have 5, 7, 6, 6, 5, and 4 lots each; this is far less than the 30 lot maximum the IFC writers decided was a concern.

V. Lot Size

A. Cedar Park will have lot sizes ranging from 30,000 to 43,000 square feet with lot widths of approximately one hundred twenty-five feet and minimum side-yard setbacks of twenty-five feet, increasing the **minimum space between homes seventy to one hundred twenty feet apart**.

VI. Proximity to Fire Stations

A. Cedar Park lies 1.7 miles from Fire Station 31 and 2.1 miles from Station 32, with correspondingly favorable response times.

VII. Cedar Park Density

A. Developing a low-density project on this particular site will result in approximately 83 versus the Master Plan of 265 homes. Lower density translates to a 69% reduction in future emergency responses for the site. The farthest any lot is from a hydrant is 2450 feet, and all but seven lots are within 2000 feet.

VIII. Exterior Fire Safety Features

Cedar Park, LLC is willing to put Exterior Fire Safety Features into the CCRs for the community. These shall include:

A. Firewise Community – HOA required. See Appendix C.

1. Defensible space thirty-feet around the home to include:

A three-foot nonflammable barrier around the home, such as a rock & herb garden or flower beds.

Remove trees and branches within ten-feet of a structure, deck, or roof.

Plant ground covers and low-growing, herbaceous perennials, which retain more moisture than grass.

Remove lower branches on mature trees.

2. Firewise landscaping from 30 to 100-feet beyond the home with fire-resistant plants, including:

Planting deciduous trees and shrubs and a few widely spaced conifers.

Remove tree branches within eight feet of the ground; thin trees so that crowns remain fifteen feet apart at maturity.

Use flower gardens and nonflammable features, such as rock, to break up areas of vegetation.

Stack all woodpiles at least thirty-feet from any structure.

Clear away any flammable vegetation.

IX. Property Access & Signs – HOA required

1. All of the streets and roads shall be labeled.
2. House numbers to be posted at the end of the driveway.



3. Every dead-end street or long driveway shall have a turnaround area designed as either a "T" or a circle large enough to allow fire equipment to turn around. Fire engines need a minimum turnaround radius of sixty-feet on dead-end roads and cul-de-sacs.

4. Improve visibility for emergency personnel by clearing away flammable vegetation at least 5 – 10 feet from all roads and driveways.

5. A two-way driveway shall be at least eighteen feet wide and have an all-weather surface to accommodate fire engines.

Overhanging branches shall be trimmed to allow at least fifteen feet of overhead clearance.

X. Firewise Exterior Materials – HOA recommended

1. Encourage the use of non-combustible material, including metal or Class A shingle roofing and fiber-cement siding. Metal and cultured stone accents.
2. Metal-screened eaves, soffits, and vents.

XI. Interior Fire Safety Features – HOA and Homeowner Requirements

- A. Smoke detectors in each bedroom. Builder requirement in HOA Design Specifications
- B. Semiannual reminder email from the HOA to change batteries.
- C. Fire extinguishers on each level, in kitchen and garage. Builder requirement in HOA Design Specifications
- D. Require annual cleaning of clothes dryer vents and fireplace/wood stove chimneys. HOA requirement.
- E. Disallow storage of gasoline on the property, except for a small amount for personal machinery use. HOA requirement.

XII. 96-foot Cul-de-sac Bulbs

- A. In comparison to previous versions, the newer 2018 version of the IFC has re-arranged the presentation of the turnaround construction requirements. It indicates that these requirements are only applicable if hydrant service is provided.
- B. The State has not adopted the requirement for more extensive turnarounds. All residential bulbs have been constructed at 80-foot or 85-foot in diameter, including 19 completed road projects MSB approved in 2020.
- C. The recently adopted Borough *Subdivision Construction Manual* now requires 85-feet for any new bulbs, after decades of constructing virtually all permanent and temporary bulbs at 80-feet.
- D. Larger bulbs and ditches do not fit within the 120-foot diameter ROW, particularly in cut or fill areas, and will generate more snow to be removed and stored.

XIII. Recap

- A. When he signed SB130 into law, Governor Parnell noted that "local governments choosing to pursue residential fire sprinkler systems engage in a more extensive public hearing and comment process" before mandating their installation, without exceptions.
- B. The result of a fire sprinkler mandate makes homes within the City of Palmer an unviable option for builders and home buyers, with the ultimate consequence concluding in a loss of a tax base for the City.
- C. The Palmer City Code adoption of 15.44.010-030 consists of 3 parts. The section entitled "Modifications" affirms that modifications are expected.

VII. Conclusion:

Cedar Park Development, LLC respectfully requests modifications to the existing subdivision requirements as discussed in this report. As identified, these modifications will provide much needed housing and an increased tax base. It will also send a clear signal to those that are concerned about the proposed annexation that the city of Palmer will work to accommodate future growth in a reasonable manner.

Several years ago, I was the developer for Eastbrook Subdivision in East Anchorage for Carr Gottstein Properties. When I presented my plan to Barney Gottstein and Larry Carr, Mr. Gottstein wanted to know all about the absorption, velocity and rate of return. Mr. Carr never spoke until the end of the presentation and I will always remember what he said, "In ten years, when I drive through the subdivision make sure I feel a sense of pride." For thirty years, that has been my guiding light for residential development. And that is my promise to the City of Palmer.

Additional guidance from the ICC/IFC is given below.

****IFC References 2-4-2021:**

" The International Fire Code is designed to meet these needs through model code regulations that safeguard the public health and safety in all communities, large and small...This code is revised on a three-year cycle ... The International Fire Code (IFC) is in use or adopted in 42 states.....As a model code, the IFC is intended to be adopted in accordance with the laws and procedures of a governmental jurisdiction. When adopting a model code like the IFC, some jurisdictions amend the code in the process to reflect local practices and laws" See <https://www.iccsafe.org/products-and-services/i-codes/2018-i-codes/ifc/>

Kansas and Wyoming are the apparent only states that have adopted the 2018 IFC without substantial modifications. See <https://up.codes/code/international-fire-code-ifc-2018>

Alaska State Legislature

"Appendix A"

Legislature(2011 - 2012)

[Full Journal pdf](#)

2011-08-24

House Journal

Page 1309

HB 130

The following letter dated July 13, 2011, was received:

2011-08-24

House Journal

Page 1310

"Dear Speaker Chenault:

On this date, I have signed the following bill passed by the first session of the Twenty-Seventh Alaska State Legislature and am transmitting the engrossed and enrolled copies to the Lieutenant Governor's Office for permanent filing:

CS FOR HOUSE BILL NO. 130(L&C)

"An Act relating to municipal building code requirements for fire sprinkler systems in certain residential buildings."

Chapter No. 26, SLA 2011

[Effective Date: October 11, 2011]

While HB 130 does not require residential fire sprinklers, it does mandate that local governments choosing to pursue residential fire sprinkler systems engage in a more extensive public hearing and comment process.

Sincerely,

/s/

Sean Parnell
Governor"



-LAWS OF ALASKA

2011

Source
CSHB 130(L&C)

Chapter No.

AN ACT

Relating to municipal building code requirements for fire sprinkler systems in certain residential buildings.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

THE ACT FOLLOWS ON PAGE 1

16

Enrolled HB 130

AN ACT

1 Relating to municipal building code requirements for fire sprinkler systems in certain
2 residential buildings.

3

4 * **Section 1.** AS 29.10.200 is amended by adding a new paragraph to read:
5 (62) AS 29.35.144 (sprinkler fire protection systems).

6 * **Sec. 2.** AS 29.35 is amended by adding a new section to read:

7 **Sec. 29.35.144. Sprinkler systems in certain residential buildings.** (a)
8 Except as provided by (b) of this section, a municipality may not require a sprinkler
9 fire protection system to be included in the construction of all new single-family
10 residential buildings or in the construction of all new residential buildings with not
11 more than two dwelling units.

12 (b) A municipality may, by ordinance, require a sprinkler fire protection
13 system to be included in the construction of all new single-family residential
14 buildings, in the construction of all new residential buildings with not more than two

1 dwelling units, or in both types of buildings. Before adopting an ordinance to
2 implement this subsection, or before amending an ordinance to extend its coverage to
3 residential buildings described in this subsection, in addition to complying with the
4 other requirements relating to the adoption of an ordinance, the governing body of the
5 municipality shall

6 (1) notwithstanding the publication requirement in AS 29.25.020(b)(3)
7 or a comparable notice publication requirement of a home rule municipality, at least
8 30 days before the first scheduled public hearing for the ordinance, publish

9 (A) a summary of the ordinance or ordinance amendment; and
10 (B) a notice of the time and place of each scheduled public
11 hearing on the proposed ordinance or amendment; and

12 (2) notwithstanding the public hearing schedule requirement of
13 AS 29.25.020(b)(6) or comparable public hearing scheduling requirement of a home
14 rule municipality, schedule at least three public hearings on the proposed ordinance or
15 ordinance amendment to be held within a period of not less than 60 days and not more
16 than 180 days.

17 (c) This section applies to home rule and general law municipalities.

Alaska Statutes: AS 29.25.020. Ordinance Procedure.



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[Alaska Statutes](#).

[Title 29. Municipal Government](#)

[Chapter 25. Municipal Enactments](#)

Section 20. Ordinance Procedure.

previous: [Section 10. Acts Required to Be By Ordinance.](#)

next: [Section 30. Emergency Ordinances.](#)

(a) An ordinance is introduced in writing in the form required by the governing body.

(b) The following procedure governs the enactment of all ordinances, except emergency ordinances:

(1) an ordinance may be introduced by a member or committee of the governing body, or by the mayor or manager;

(2) an ordinance shall be set by the governing body for a public hearing by the affirmative vote of a majority of the votes authorized on the question;

(3) at least five days before the public hearing a summary of the ordinance shall be published together with a notice of the time and place for the hearing;

(4) copies of the ordinance shall be available to all persons present at the hearing, or the ordinance shall be read in full;

(5) during the hearing the governing body shall hear all interested persons wishing to be heard;

(6) after the public hearing the governing body shall consider the ordinance, and may adopt it with or without amendment;

(7) the governing body shall print and make available copies of an ordinance that is adopted.

- (c) An ordinance takes effect upon adoption or at a later date specified in the ordinance.
- (d) This section does not apply to an ordinance proposed under AS 04.11.507(d).

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Note to HTML Version:

This version of the Alaska Statutes is current through December, 2007. The Alaska Statutes were automatically converted to HTML from a plain text format. Every effort has been made to ensure their accuracy, but this can not be guaranteed. *If it is critical that the precise terms of the Alaska Statutes be known, it is recommended that more formal sources be consulted.* For statutes adopted after the effective date of these statutes, see, Alaska State Legislature If any errors are found, please e-mail Touch N' Go systems at E-mail. We hope you find this information useful.

This page has been updated: 04/23/2015 13:25:49

Appendix B*

23.25.609.11 Pipe insulation.

Delete section. Refer to the IECC for insulation requirements.

23.25.609.12 Crawlspace water supply access.

Amend section 609 by adding section 609.12 as follows:

609.12 Crawlspace water supply access.

An unobstructed clear passageway no less than 40 inches high by 22 inches wide is required from the crawlspace access to the water supply line entrance.

23.25.610.8 Size of meter and building supply pipe using Table 610.4.

Amend by replacing the last sentence of section 610.8 with the following:

No new street service or building supply pipe shall be less than 1-inch in diameter.

23.25.612.0 Residential fire sprinkler systems.

Delete section 612.0. Required residential fire sprinkler systems shall comply with the International Fire Code.

23.25.613.0 Indoor water meter setter.

Amend Chapter 6 by adding section 613 as follows:

613.0 Indoor water meter setter.

All newly constructed single family, duplex and triplex residences shall install an approved indoor water meter setter with meter idler or a removable section of pipe to facilitate the future installation of water meters in a horizontal position. It shall be located in the vicinity of the main supply full-way valve, ahead of any branch lines and shall also have a valve on the outlet side. An easily accessible frost-proof area with adequate clearances shall be provided for meter installation, maintenance or removal. "Easily accessible" shall be considered an open area not concealed by an appliance, furnace, water heater or standard building material. When the meter is installed in a crawlspace, the maximum distance from the access opening to the meter shall not exceed 10-feet.

A horizontal section of pipe may be used in lieu of the indoor meter setter provided the pipe is equal in length to a water meter of the same size including meter couplings, but in no case shall it be less than 24 inches in length. The piping shall be supported to provide a permanent support for the water meter when installed.

When the water tariff is revised to allow the metering of these residences, the utility shall furnish two meters and remote feed-outs at its expense and its crews shall install remote read-out meters at the time of actual meter installation.

23.25.704.3 Commercial Sinks.

Amend the second sentence in paragraph 704.3 to read as follows:

A floor drain or flush mounted floor sink shall be provided within 5 feet of

APPENDIX C

FIREWISE Vegetation Guide *Protect your home from wildland fire*

Anchorage Wildfire Partnership
Anchorage Fire Department
U.S. Fish and Wildlife Service
Department of Natural Resources
Student Conservation Association
April 2004



Anchorage Wildfire Partnership

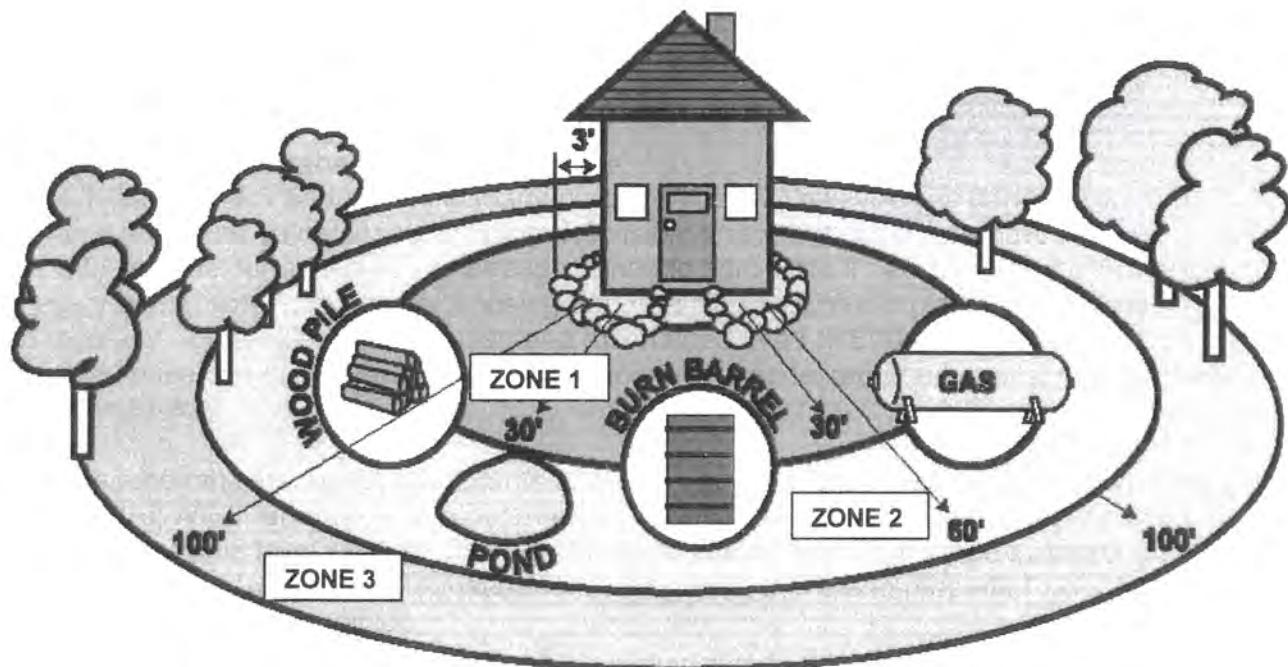
The Anchorage Wildfire Partnership is an effort by local, state, and federal agencies to reduce the threat of wildfire within the Municipality of Anchorage. The partnership follows the principles set by FIREWISE and the Alaska Wildland Fire Coordinating Group.

Human caused fires accounted for 64% of wildfire events in Southcentral Alaska in 2002. The vegetation and wildlife in parks, campgrounds and adjacent residential areas would more likely be destroyed by a fire resulting from human carelessness than a natural event, such as a lightning strike. Creating defensible space around homes will decrease its potential for ignition and also protects a community's natural resources.

Creating defensible space around your home

Wildfire threatens lives and homes in many parts of Alaska. However, you can help protect your home and other valuables by creating *defensible space* – a safety zone around your home with little fuel for a wildfire and enough space to fight a fire if necessary. An important step every homeowner can take is choosing and retaining FIREWISE plants and maintaining them regularly. When plants are chosen and maintained in a FIREWISE manner, your defensible space can still be aesthetically pleasing and provide important habitat for songbirds and other wildlife.

This guide recommends appropriate plants and offers suggestions on using them to create an attractive FIREWISE landscape. It supplements *Firewise Alaska*, which describes many ways to protect your home from wildfire. *Firewise Alaska* is available at local garden centers and fire stations. Additional sources of information for making your home and property FIREWISE are listed on pages 9-10 of this guide.



Zone 1 Within 30 feet of structures

This is the minimum area needed for firefighters to protect a structure from wildfire. On a slope, increase the distance to 100 feet downhill from any structure you want to protect.

- Plant ground covers and low-growing, herbaceous perennials, which retain more moisture than turf grass. Use only plants less than 18 inches tall near buildings.
- Trees may be present in Zone 1 if the trunks are 20 feet apart and crowns are at least 10 feet apart at maturity. For trees taller than 20 feet, remove branches within eight feet of the ground.
- Plant only small shrubs spaced so they are several feet apart at maturity.
- Use rock or herb gardens and flower beds to create islands of vegetation.
- Use stone, gravel, concrete and other non-flammable materials in walls, walkways, and borders around structures to create fire breaks.
- Do not use a wooden walkway, fence, or wood chips in a way that could lead a fire to any structure you want to protect.
- Remove conifers and their branches growing within 10 feet of a building and any tree or shrub that drops debris on the roof or in gutters.
- In the event that a tree is left within the 10 foot zone, it should be pruned to no more than 30% the height of the tree and all ladder fuels should be removed.
- Keep vegetation healthy and tidy by watering, pruning, and mowing as needed. Areas should be free of debris, needles, and dead vegetation.

Zone 2 30 – 60 feet from structure

- Deciduous trees and shrubs and widely-spaced conifers may be planted in Zone 2.
- Remove branches within eight feet of the ground (no more than 30% the height of the tree) and space trees so that crowns remain 10 feet apart at maturity.
- Space shrubs or groups of shrubs a distance of two to three times their height apart.
- Small evergreen shrubs may be used with proper spacing and maintenance.
- Thin dense areas of shrubs and remove tall grass and dead trees.
- Use flower and vegetable gardens and non-flammable features such as rock to break up areas of vegetation.
- Remove all vegetation from around flammable materials such as wood piles and propane tanks for at least 10 feet.

Zone 3 60+ feet from structure

Only slight modifications may be needed in some natural woodlands in Zone 3.

- Retain deciduous trees and shrubs but thin areas of dense shrubs.
- Thin spruce to reduce the density of stands and remove lower branches.
- Mow tall grass or replace with less flammable broad-leaved plants.
- Retain healthiest plants and a variety of species and ages.
- A trail in Zone 3 can serve as a fire break.

Maintenance - the key to a FIREWISE landscape

- Separate islands of vegetation with less flammable material to eliminate a continuous fuel source from wildlands to structures and to slow the spread of fire.
- Place groups of plants with similar needs together to allow for easier watering and maintenance.
- Keep all vegetation well-watered throughout the season. Plants will be healthier and less likely to burn.
- Prune lower branches of large trees to eliminate ladder fuels — ground vegetation that grows under larger trees should be trimmed to keep fire from climbing into trees.
- When pruning, do not remove more than one-quarter of the live crown. Prune lower limbs from spruce in late summer or fall. A tree wounded in the spring may attract spruce bark beetles. Information on proper pruning is available from the Alaska Community Forestry Program.

Fire Resistant Vegetation

All plants will burn under extreme wildfire conditions, but fire resistant plants burn at a lower intensity, with slower rates of spread, and with shorter flame lengths. All of these factors contribute to the potential for home ignitions during a wildfire.

Characteristics of plants that ignite readily and burn intensely:

- Resinous plants, such as spruce, pine, juniper, and fir
- Leaves and wood containing waxes or oils
- Gummy, resinous sap with a strong odor, like sap from a spruce tree
- Coniferous trees that retain their needles in winter
- Stiff, leathery, fine, or lacy leaves
- Leaves that emit a strong odor when crushed

Characteristics of fire resistant plants:

- High water content and supple, moist leaves.
- Water-like, thin sap, similar to sap from a birch tree
- Little or no accumulation of dead vegetation on the plant or on the ground

Following is a list of FIREWISE plants that are hardy in most of Southcentral Alaska. However, there are different temperature zones even within Anchorage and some plants that are hardy in west Anchorage may not be hardy on the upper hillside. Ask your favorite garden center for plants that are best suited for your location. There are many other plants appropriate for FIREWISE landscaping; use this list as a guide. Many of the plants recommended here are native to Alaska.

Ground Covers and Herbaceous Perennials

Native

Columbine – *Aquilegia formosa*
Height: 8-36" Spread: 10"

Kinnikinnick – *Arctostaphylos uva-ursi*
Height: 8-12" Spread: 24-36"

Artemisia / wormwood – *Artemisia*
Height: 8-10" Spread: 8-15"

Dwarf dogwood / bunchberry – *Cornus canadensis*
Height: 4-6" Spread: 24"

Ferns – Various species (Wood, Lady, Ostrich)
Height: 1-4' Spread: 1-3'

Wild Strawberry – *Fragaria virginiana*
Height: 8-12" Spread: 12"

Chocolate lily – *Fritillaria camschatcensis*
Height: 5-18" Spread: 4-10"

Geranium / cranesbill – *Geranium*
Height: 10-18" Spread: 18-24"

Iris – *Iris setosa*
Height: 12-24" Spread: 6-10"

Lupine – *Lupinus arcticus*
Height 1-3' Spread 1'

Forget-me-not – *Myosotis alpestris*
Height: 6-12" Spread: 6-12"

Jacob's ladder – *Polemonium*
Height: 1-3' Spread: 1'

Nagoon berry – *Rubus arcticus*
Height: 2-4" Spread: 2-5"

Red raspberry – *Rubus idaeus*
Height: 2-4' Spread: 6-8'

Speedwell – *Veronica*
Height: 6-24" Spread: 6-10"

Violet – *Viola*
Height: 6-12" Spread: 6-12"

Non-Native

Bishop's weed – *Aegopodium podagraria*
Height: 6-12" Spread: 6-12"

Astilbe – *Astilbe*
Height: 2' Spread: 2'

Bergenia – *Bergenia* (E)
Height 12-20" Spread 10-20"

Lily of the valley – *Convallaria majalis*
Height: 6-8" Spread: 10"

Bleeding heart – *Dicentra spectabilis*
Height: 2'-4' Spread: 2'-4'

Hosta – *Hosta*
Height: 1-3' Spread: 1-3'

Iris sibirica
Height: 1-2' Spread: 1-2'

Tulip – *Tulipa*
Height 8-12" Spread: 6"

Shrubs

Native

Serviceberry – *Amelanchier*
Height: 3-13' Spread: 3-8' shrub or small tree

Red-twigs dogwood – *Cornus stolonifera*
Height: 3-12' Spread: 4-12'

Sweet gale – *Myrica gale*
Height: 1-4' Spread: 2-6'

Potentilla – *Potentilla fruticosa*
Height: 2-5' Spread: 2-4'

Currant – *Ribes*
Height: 3-6' Spread: 3-5'

Prickly rose – *Rosa acicularis*
Height: 1-4' Spread: 3-4'

Willow – *Salix*
Height: 3 -30' Spread: 3-20'

Red Elder – *Sambucus racemosa*
Height: 4-12' Spread: 8'

Spirea – *Spiraea*
Height: 1-4' Spread: 2-4'

Blueberry – *Vaccinium alaskaense*
Height: 1-5' Spread: 2-4'

High bush cranberry – *Viburnum edule*
Height: 4-8' Spread: 2-4'

Non-Native

Amur maple – *Acer ginnala*
Height: 10-20' Spread: 15-20' shrub or small tree

Nanking cherry – *Prunus tomentosa*
Height: 6-8' Spread: 6-8'

Flowering almond / rose tree of China – *Prunus triloba*
Height: 12' Spread: 12'

Rugosa rose / Sitka rose - *Rosa rugosa*
Height: 5-7' Spread: 5-7'

Meyer lilac / dwarf Korean lilac – *Syringa meyeri*
Height: 4-8' Spread: 8-10'

American cranberry bush – *Viburnum trilobum*
Height: 3-12' Spread: 3-12'

Trees

Native

Alaska paper birch – *Betula papyrifera* var.
neoalaskana
Height: 20-80' Spread: 15-30'

Balsam Poplar – *Populus balsamifera*
Height: 30-90' Spread: 20-60'

Quaking aspen – *Populus tremuloides*
Height: 40-80' Spread: 20-25'

Black Cottonwood – *Populus trichocarpa*
Height: 40-90' Spread: 20-60'

Mountain ash – *Sorbus*
Height: 10-40' Spread: 10-30'

Non-Native

Flowering crabapple – *Malus*
Height: 10-30' Spread: 8-25'

Chokecherry – *Prunus virginiana*
Height: 20-30' Spread: 18-25'

Ussurian pear – *Pyrus ussuriensis*
Height: 30-40' Spread: 20-30'

Japanese tree lilac – *Syringa reticulata*
Height: 20-30' Spread: 15-25'

CAUTION: THE FOLLOWING PLANTS CAN INCREASE THE INTENSITY AND RATE OF SPREAD OF A WILDFIRE AND REQUIRE SPECIAL CARE AND PLACEMENT IF THEY ARE RETAINED WITHIN 30 FEET OF THE HOME.

Bluejoint reedgrass *Calamagrostis canadensis* is a tall grass that is a fire hazard in the spring before green-up. Dead grass burns readily and intensely and can carry fire very quickly. Cut and rake the dead grass each spring and fall; mow or separate it from other plants throughout the summer.

White spruce *Picea glauca* have been devastated throughout Southcentral Alaska by spruce bark beetles. The dead trees pose an additional fire hazard and should be removed, especially if located within Zone 1 or 2. Residual live trees will burn readily under dry conditions. Cultural practices such as pruning and water will reduce their potential to burn. Lower branches of live trees should be removed in late summer or fall, not in spring.

Black spruce *Picea mariana* are very volatile. Remove dead and lower branches which act as ladder fuels within Zone 1 and 2. Thin stands of black spruce where they occur within 100 feet of the structure.

Native plants

There are many benefits to choosing plants native to your neighborhood. They will be hardy, compatible with the other vegetation, and provide important food and shelter for songbirds and other wildlife. Although many native plants are not commonly available in garden centers, there are places where they can be gathered. The best spot may be in your own yard, where you can transplant them. Anywhere birch and spruce trees are growing, you will find seedlings in flower beds, gardens, or other places where the soil has been disturbed. These can be potted or moved to a protected site until they are large enough to plant into the ground.

Places to gather native plants for transplanting:

- Areas where roads are being built or widened. Contact the Department of Transportation's Regional Right-of-Way Office.
- Construction sites, especially large areas such as new subdivisions and schools. Call the contractor to ask for permission.
- On state land, 150 feet from roads, trails, or other facilities. (Not in state parks.)
- Check with local nurseries for plants and seeds.
- Watch for garden club sales in the spring.

Gathering plants is not allowed in:

- City, state, or national parks
- Campgrounds
- Portage Valley
- Turnagain Pass, between the pass and Bertha Creek
- Eklutna Flats
- Hatcher Pass from the Motherlode Lodge on the east side to Little Willow Creek, west of the pass

Transplanting tips:

- Some species transplant easily and others almost never survive a move. Ask a nursery employee, Native Plant Society member or the UAF Cooperative Extension which plants to gather.
- Take plenty of soil with the plant. Some will have deep roots in dry areas. In the forest, roots will grow in the top few inches of soil and spread far beyond the plant. Pruning clippers are useful for making clean and sharp cuts on the roots.
- Pack plants close together and water frequently until planted again.
- Plant as soon as possible.
- Plants transplant better when they are not in bloom
- Move plants to a site similar to the one they were growing in. A shade-loving plant will seldom thrive in an open, sunny area.
- Trees up to four feet tall are fairly easy to transplant. The roots are likely to be shallow and widespread. Make sharp cuts in the roots and keep them moist while they are exposed. Plant in a wide, shallow hole in which roots can spread.
- Tree and roots should be planted at the same depth from which they were removed. Water several times per week for the first two growing seasons.

Editors:

Jennifer Klugh, Wildfire Program Assistant, Anchorage Fire Department
Sue Rodman, Forester, Anchorage Fire Department
Michelle Weston, Forester, Anchorage Fire Department
Patricia Joyner, Education Coordinator, Community Forestry Program, Alaska Department of Natural Resources
Maureen deZeeuw, Fish and Wildlife Biologist, US Fish & Wildlife Service
Bill Sobers, Executive Director, Anchorage Soil and Water Conservation District

Student Conservation Association Fire Education Corps contributors:

Christine Dickenson, student, Florida Institute of Technology
On Lee Lau, student, Reed College

Additional information and resources are available from:

Anchorage Fire Department
Wildfire Mitigation Office
100 E. 4th Avenue
Anchorage, AK 99501
(907) 267-4956
www.muni.org/fire1/wildfire.cfm

University of Alaska Fairbanks Cooperative Extension Service
2221 E. Northern Lights Blvd, Suite #118
Anchorage, AK 99508
(907) 786-6300
<http://www.uaf.edu/coop-ext/>

Alaska Department of Natural Resources
Division of Forestry, Community Forestry Program
550 W. 7th Avenue, Suite 1450
Anchorage, AK 99501-3566
(907) 269-8465
www.dnr.state.ak.us/forestry

Alaska Native Plant Society
<http://www.alaskakrafts.com/pages/anps.htm>

US Fish & Wildlife Service
Anchorage Fish & Wildlife Field Office
605 West 4th Ave, Rm G-61
Anchorage, AK 99501
(907) 271-2888
<http://alaska.fws.gov/>

References

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CITY OF PALMER
231 W. Evergreen Avenue • Palmer • Alaska • 99645
• Telephone 907-761-1322•

SUBDIVISION PERMIT

Date: _____

SUBDIVISION INFORMATION:

Name of Proposed Subdivision: Cedar Park	
Property tax # 528748, 528749, 528750, 16089	
Legal Description: CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 1, CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 2, CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 3, CEDAR HLS #2 PH 1 TRACT J	
General location of property: Old Glenn Highway and Marsh Road	
Total acres in proposed subdivision: 89 acres	Total Number of Lots/Parcels Proposed: 83 homesites
Access to the subdivision is from: Marsh Road and Old Glenn Highway	
Proposed source of Water: <input type="checkbox"/> City of Palmer Water Utility <input checked="" type="checkbox"/> Individual Well <input type="checkbox"/> Other _____	Proposed wastewater disposal: <input type="checkbox"/> City of Palmer Wastewater Utility <input checked="" type="checkbox"/> On-site sewage system <input type="checkbox"/> Other _____

PROPERTY OWNER*	OWNER'S REPRESENTATIVE (If Any)
Name: Cedar Park Properties, LLC	Name: Natalie Travers-Smyre
Mailing Address: 561 E 36 th Avenue, Suite 200 Anchorage, AK 99503	Mailing Address: 561 E 36 th Avenue, Suite 200 Anchorage, AK 99503
Contact Phone: 907-229-2703	Contact Phone: 907-727-4970
FAX:	FAX:
E-mail: cyoshimura@gci.net,	E-mail: natalie@bhhsalaska.com

*Attach list of additional owners if any.

ENGINEER/LAND SURVEYOR	
Name: Gary LaRusso Keystone Engineering & Curt Holler Holler Engineering	
Mailing Address: PO Box 2216 Palmer, AK 99645 & 3375 Sams Drive Wasilla, AK 99654	Contact Phone: 907-355-6780 Gary & 907-232-0510 Curt
	FAX:
E-mail: gary@mtaonline.net holler@mtaonline.net	E-mail:

Signature of Applicant: 

Date: 3/4/21

Signature of Owner: 
(If different than Applicant)

Date: _____

<p>LID Assessments on property:</p> <ul style="list-style-type: none"> <input type="checkbox"/> There are no LID assessments due on this parcel <input type="checkbox"/> LID assessments have been paid. <input type="checkbox"/> LID assessments have not been paid. 	<p>Finance Office:</p> <p>Initials: _____ Date: _____</p>
<p>Comments on proposed: Right-of-Way: Sewer</p> <p>and Water: Road</p>	<p>Public Works Office:</p> <p>Initials: _____ Date: _____</p>
<p>Construction:</p>	
<p>Drainage:</p>	
<p>Lighting:</p>	
<p>Comments from Community Development Department on continuation of MSB Subdivision process:</p>	
<ul style="list-style-type: none"> <input type="checkbox"/> Recommend Approval* <input type="checkbox"/> Recommend Denial 	<p style="text-align: right;"><i>Date</i> _____ <i>Signature</i> _____</p>

* Condition(s) for Recommendation of Approval:

- (1) Completion of Matanuska-Susitna Borough Title 43 (formerly Title 16 & 27) Platting Process
- (2)
- (3)



City of Palmer
Department of Community Development
645 E. Cope Industrial Way • Palmer, Alaska 99645
Phone: 907-745-3709 Fax: 907-745-5443
www.cityofpalmer.org

Variance Application Form

Palmer Municipal Code (PMC) 17.76

Applicant: Cedar Park, LLC

Property Location(s): Off Marsh Road and Old Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description (lot, block): Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?: R1

Request variance from PMC: 13.16.065

Reason for variance request:

If it is not a requirement in the 2018 International Fire Code that all houses are sprinkled; instead, if a subdivision has more than 30 lots, AND if that subdivision has only one access, the houses have to be sprinkled

OR a second access must be constructed. The code section allows only one access without sprinkling IF future road connections are platted or proposed. The proposed cedar park is designed with a loop road working

In conjunction with the existing Cedar Hills, AND contains multiple paths, AND we have provided connections to the adjoining properties to facilitate future connections. Please see attached supplement.

Please attach any plans or document pertinent to the request.

In addition to the above information, please provide a written explanation stating how each of the following requirements has been met:

- A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

No. There are many reasons why the City of Palmer would benefit from lower density development. Please see attached supplement.

- B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

No. If granted, this variance is the minimum variance that will make possible a reasonable use of the land.

In addition, the homeowner association will require Firewise landscaping, street address signage, and recommend supplemental interior & exterior firewise materials. Please see attached supplement.

- C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

This condition is met. The variance if granted, will not adversely affect the health, safety, and welfare of the public.

- D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

This condition is met. If granted, the variance does not change the objectives of the title or comprehensive plans.

- E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable.

- F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

This condition is met. If granted the variance does not change the character of the district, keeps the intent of the code, and does not permit a use not otherwise permitted in the R1 land use district.

Application date:

3/4/21

Signature of owner's authorized representative:

Mailing Address 561 E 36th Ave, Ste 200

City Anchorage

State AK

Zip 99503

Phone/Contact Number(s):

907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted:



City of Palmer
Department of Community Development
645 E. Cope Industrial Way • Palmer, Alaska 99645
Phone: 907-745-3709 Fax: 907-745-5443
www.cityofpalmer.org

Variance Application Form

Palmer Municipal Code (PMC) 17.76

Applicant: Cedar Park, LLC

Property Location(s): Off Marsh Road and Old Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description (lot, block): Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?: R1

Request variance from PMC: 13.16.065

Reason for variance request:

If it is not a requirement in the 2018 International Fire Code that all houses are sprinkled; instead, if a subdivision has more than 30 lots, AND if that subdivision has only one access, the houses have to be sprinkled.

OR a second access must be constructed. The code section allows only one access without sprinkling IF future road connections are platted or proposed. The proposed cedar park is designed with a loop road working

in conjunction with the existing Cedar Hills, AND contains multiple paths, AND we have provided connections to the adjoining properties to facilitate future connections. Please see attached supplement.

Please attach any plans or document pertinent to the request.

In addition to the above information, please provide a written explanation stating how each of the following requirements has been met:

- A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

No. There are many reasons why the City of Palmer would benefit from lower density development. Please see attached supplement.

- B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

No. If granted, this variance is the minimum variance that will make possible a reasonable use of the land.

In addition, the homeowner association will require Firewise landscaping, street address signage, and recommend supplemental interior & exterior firewise materials. Please see attached supplement.

- C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

This condition is met. The variance if granted, will not adversely affect the health, safety, and welfare of the public.

- D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

This condition is met. If granted, the variance does not change the objectives of the title or comprehensive plans.

- E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable.

- F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

This condition is met. If granted the variance does not change the character of the district, keeps the intent of the code, and does not permit a use not otherwise permitted in the R1 land use district.

Application date:

 3/4/21

Signature of owner's authorized representative:

Mailing Address 561 E 36th Ave, Ste 200

City Anchorage State AK Zip 99503

Phone/Contact Number(s): 907-229-2703

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Variance Application Form

Palmer Municipal Code (PMC) 17.76

Applicant:

Cedar Park, LLC

Property Location(s):

Off Marsh Road and Old Glenn Highway

Owner of Record:

Cedar Park, LLC

Legal Description (lot, block):

Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?:

R1

Request variance from PMC:

12.12.035

Reason for variance request:

The drainage plan designed by Holler Engineering directing water flow in Cedar Park into multiple infiltration points, either in the right-of-way or in drainage easements that supports the natural shape of the ground.

Please attach any plans or document pertinent to the request.

In addition to the above information, please provide a written explanation stating how each of the following requirements has been met:

- A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

No. If granted, Cedar Park's surface water will drain into infiltration points throughout the community. Snow storage will be improved by the location of the infiltration points. Please see attached supplement.

- B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

No. The utilization of infiltration points have been proven effective in the general area. Please see attached supplement.

- C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

This condition is met. The variance if granted, will not adversely affect the health, safety, and welfare of the public.

- D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

This condition is met. If granted, the variance does not change the objectives of the title or comprehensive plans.

- E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable.

- F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

This condition is met. If granted the variance does not change the character of the district, keeps the intent of the code, and does not permit a use not otherwise permitted in the R1 land use district.

Application date:

3/4/21

Signature of owner's authorized representative:

Mailing Address 561 E 36th Ave Ste 200

City Anchorage State AK Zip 99503

Phone/Contact Number(s): 907-229-2709

\$250 Nonrefundable Application Filing Fee Submitted:



City of Palmer
Department of Community Development
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www.cityofpalmer.org

Variance Application Form

Palmer Municipal Code (PMC) 17.76

Applicant:

Cedar Park, LLC

Property Location(s):

Off Marsh Road and Old Glenn Highway

Owner of Record:

Cedar Park, LLC

Legal Description (lot, block):

Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?:

R1

Request variance from PMC:

Reason for variance request:

The state has not adopted the requirement for more extensive turnarounds. All residential bulbs have been constructed at 80-foot or 85-foot diameter, including nineteen completed road projects approved in the MSB in 2020.

Please attach any plans or document pertinent to the request.

In addition to the above information, please provide a written explanation stating how each of the following requirements has been met:

- A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

No. Larger bulbs and ditches do not fit within the 120-foot diameter

right-of-way, particularly in cut or fill areas, and will generate more snow to be removed and stored.

Please see attached supplement.

- B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

Yes. If granted, this variance is the minimum variance that will make possible a reasonable use of the land.

Please see attached supplement.

- C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

This condition is met. The variance if granted, will not adversely affect the health, safety, and welfare of the public.

- D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

This condition is met. If granted, the variance does not change the objectives of the title or comprehensive plans.

- E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable.

- F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

This condition is met. If granted the variance does not change the character of the district, keeps the intent of the code, and does not permit a use not otherwise permitted in the R1 land use district.

Application date:

3/4/21

Signature of owner's authorized representative:

Mailing Address

561 E 30th Ave Ste 200

City

Anchorage

State AK

Zip 99503

Phone/Contact Number(s):

907 229 2703

\$250 Nonrefundable Application Filing Fee Submitted:



City of Palmer
Department of Community Development
645 E. Cope Industrial Way • Palmer, Alaska 99645
Phone: 907-745-3709 Fax: 907-745-5443
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Variance Application Form

Palmer Municipal Code (PMC) 17.76

Applicant:

Cedar Park, LLC

Property Location(s):

Off Marsh Road and Old Glenn Highway

Owner of Record:

Cedar Park, LLC

Legal Description (lot, block):

Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?:

R1

Request variance from PMC:

13.16.020, 13.16.025, 13.16.030

Reason for variance request:

The homesites within Cedar Park have been designed to accommodate private water & sewer systems. Twenty-three soils test have been conducted, and test wells have been drilled.

Lot 78 is 301' deep and produces 30-gallons per minute. Lot 74 is 281' deep and produces 25-gallons per minute, and Lot 4 is 109' deep and flows at 10 gallons per minute.

These soil tests and wells were drilled to ensure the homesites are capable of private systems. There is no need for extensions of the public utilities to Cedar Park.

Please attach any plans or document pertinent to the request.

In addition to the above information, please provide a written explanation stating how each of the following requirements has been met:

- A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

Yes. Cedar Park will be a community with a rural feel, with homesites ranging from 30,000 - 45,000 square feet and widths of approximately one hundred twenty-five feet and minimum side-yard setbacks of twenty-five feet.

These large homesites accommodate private water and sewer systems. Please see attached supplemental.

- B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

Yes. Per PMC 13.16.025 & 16.16.030 when a lot in a proposed subdivision has an area of 20,000 sqft or more, connection to the city water and sewer systems are not required, if the lot can support a private system.

The lots in Cedar Park fulfill this requirement. Please see attached supplemental.

- C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

This granting of this variance will not be injurious to nearby property nor harmful to the public welfare.

- D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

The granting of this variance will be in harmony with the objective of this title and the comprehensive plans by creating more housing, tax base, and population growth to the city of Palmer.

- E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions, or governmental action or regulations which render the property unusable.

- F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

The granting of this variance will not permit a land use in a district that use is prohibited.

Application date:

3/4/21

Signature of owner's authorized representative:

Mailing Address 561 E 36th Ave, 200

City Anchorage State AK Zip 99503

Phone/Contact Number(s): 907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted:



City of Palmer
Department of Community Development
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Variance Application Form

Palmer Municipal Code (PMC) 17.76

Applicant:

Cedar Park, LLC

Property Location(s):

Off Marsh Road and Old Glenn Highway

Owner of Record:

Cedar Park, LLC

Legal Description (lot, block):

Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?:

R1

Request variance from PMC:

13.16.065

Reason for variance request:

The developer is requesting this variance to cut down on the light pollution which is given off by traditional street lights.

In lieu of traditional street lights, it will be a homeowner association design requirement that all homesites install a driveway

entrance light at the end of the driveway to light the street. The lights will add a rural feel to the community and prevent light pollution. Please see attached supplement.

Please attach any plans or document pertinent to the request.

In addition to the above information, please provide a written explanation stating how each of the following requirements has been met:

A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

No. If granted, the amount of light pollution will be reduced and maintain the rural feel of the community. Please see attached supplement.

B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

No. Please see attached supplement.

- C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

The variance if granted, will not adversely affect the health, safety, and welfare of the public.

- D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

If granted, the variance does not change the objectives of the title or comprehensive plans.

- E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable.

- F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

If granted the variance does not change the character of the district, keeps the intent of the code, and does not permit a use not otherwise permitted in the R1 land use district.

Application date:

3/4/21

Signature of owner's authorized representative:

Mailing Address

561 E 36th Ave, 5th 200

City

Anchorage

State AK

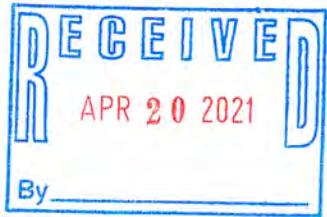
Zip 99503

Phone/Contact Number(s):

907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted:

Public Written Testimony



Cedar Park

April 8, 2021

Dear Cedar Hills Homeowners,

As many of you know, Cedar Park Properties, LLC is proposing a new community on the eighty-nine acres of undeveloped land to the north and west of the existing Cedar Hills subdivision.

Cedar Park Properties, LLC owns the proposed community named Cedar Park. Connie Yoshimura, the managing member, is a 40-plus year Alaska resident who resides in Anchorage year-round. Connie has developed many new communities, including Huffman Timbers, Turnagain View Estates, Potter Highlands, Sandhill Reserve, Heritage Estates in the Municipality of Anchorage and Eagle River. Cedar Park Properties wants to be good neighbors, share contact information with you, and answer questions about the community.

The original Master Plan for the remaining portion of Cedar Hills approved in 2000 included 265 homes on City and water and sewer. The proposed Cedar Park community consists of 83 large homesites serviced by individual on-site water and septic systems.

What size are the proposed homesites within Cedar Hills?

Homesites within Cedar Hills will range between 30,000 and 50,000 square feet with average lot widths of one hundred forty feet.

How will Cedar Park affect the already low water pressure in Cedar Hills?

Cedar Park's homesites will be serviced by individual on-site water wells (not community wells) and not put additional strain on the existing water supply to Cedar Hills. Three test wells have been drilled to confirm the availability of on-site water, and the water flow ranged between 10 and 30 gallons of water per minute.

How will the traffic flow in and out of Cedar Park?

Due to the existing roads and original Master Plan, Cedar Park traffic will utilize the two existing access points, one onto Marsh Road via Cedar Hills Drive and the second onto the Glenn Highway via W Pioneer Parkway. During construction of the roads, gravel extraction is planned in the northwest corner of the project or from the gravel pit at the Moffits, minimizing interior traffic.

Will the streets in Cedar Park blend in with the existing streets in Cedar Hills?

The streets within Cedar Park will be paved and be owned and maintained by the City of Palmer.

Will there be a Homeowners Association in Cedar Park?

Cedar Park will have an active, professionally managed Homeowners Association. Homes within the community will be required to follow the Governing Documents rules, including design criteria for homes, landscaping, exterior paint colors, pets, and parking.

Will Cedar Park include a community park?

Cedar Park has two tracts of open space containing nearly four acres of open space for the communities use. Once the community is complete, the Board of Directors for the Homeowners Association will be owners within the community and decide the future use of this open space.

How will the construction of the community impact the residents of Cedar Hills?

Cedar Park will be constructed in five phases beginning in 2021. The length of time the construction will last is dependent on the absorption rate of the homesites.

The City of Palmer has established "quiet hours" (PMC 8.36.025) of 10:00 PM and 6:00 AM where the use of generators, chain saws, power saws, road graders, bulldozers, front-end loaders, power digging equipment, all-terrain vehicles, off-road vehicles, power nailers, and lawnmowers are prohibited.

Cedar Park Properties has carefully designed the project to reduce the impact on the homeowners in Cedar Hills. The General Contractor for Cedar Park has not yet been selected. When that occurs, the contract includes a clause that the contractor must observe the City of Palmer's quiet hours, speed limits, and traffic signs. If there is a violation of this contractual requirement, they will be assessed a fine. Also, all Cedar Hills owners will have the cell phone number of the project manager, contractor, and City enforcement.

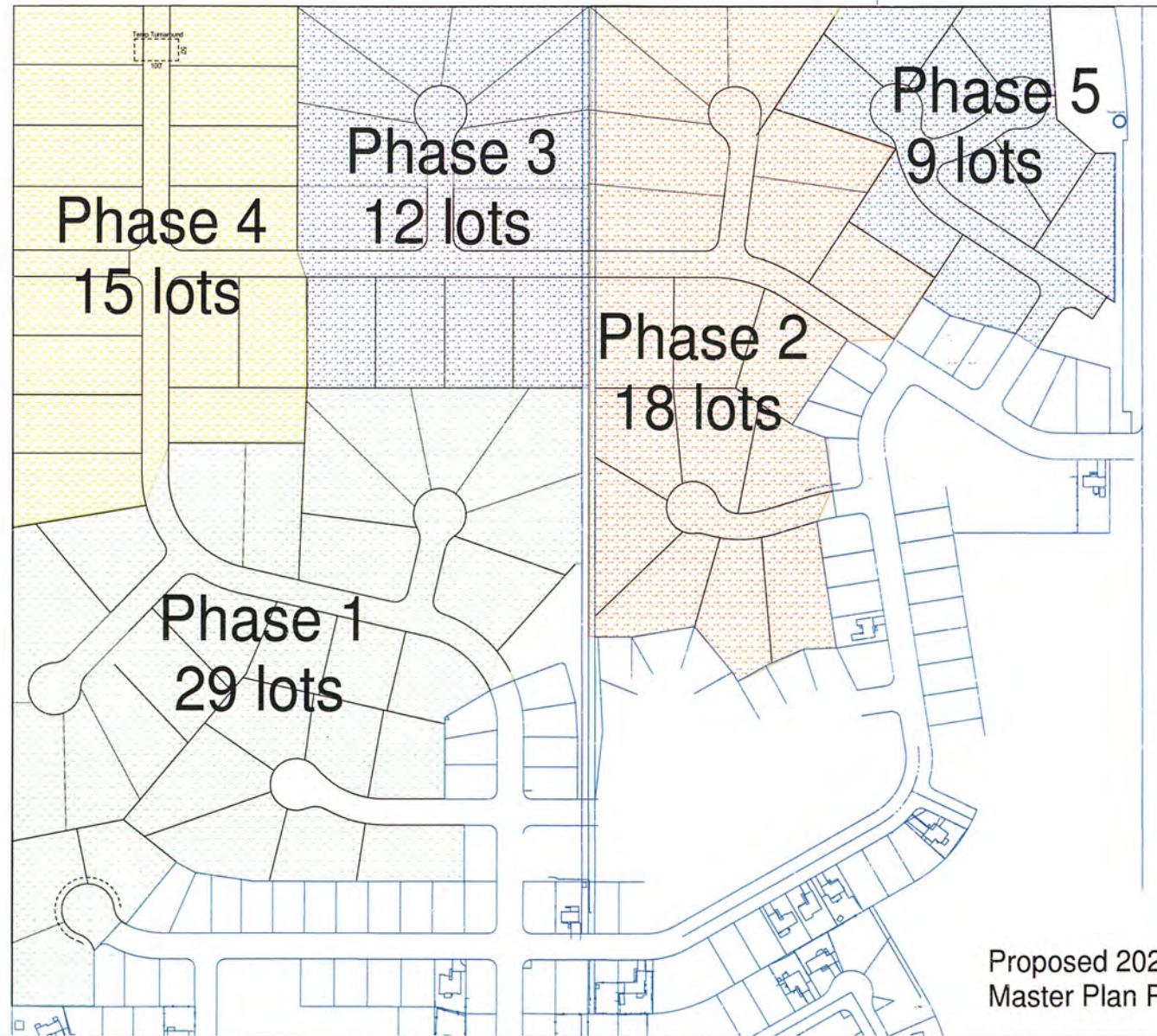
Can a resident of Cedar Hills purchase a homesite in Cedar Park?

Yes, Cedar Hills residents can purchase a homesite in Cedar Park, whether they purchase the homesite directly behind their home or move into the community. Once the plat is approved by the City of Palmer, residents will have a two-week pre-marketing preference to reserve a homesite. Please contact Project Manager Natalie Travers-Smyre, Associate Broker with Berkshire Hathaway HomeServices Alaska Realty, at the number below to discuss this opportunity.

The goal of Cedar Park Properties is to be good neighbors, be open and transparent with the Cedar Hills community. Please feel free to reach out anytime with questions or concerns.

For more information, please contact:

**Natalie Travers-Smyre
Associate Broker
Berkshire Hathaway HomeServices Alaska Realty
Project Manager
Cedar Park Properties, LLC
(907) 646-3680
natalie@bhhsalaska.com**



Proposed 2021 Subdivision
Master Plan Phases 12-18-20



ELNT
photograph

Cedar Park

Directions: Glenn Highway to Marsh Road, right on Cedar Hills Drive

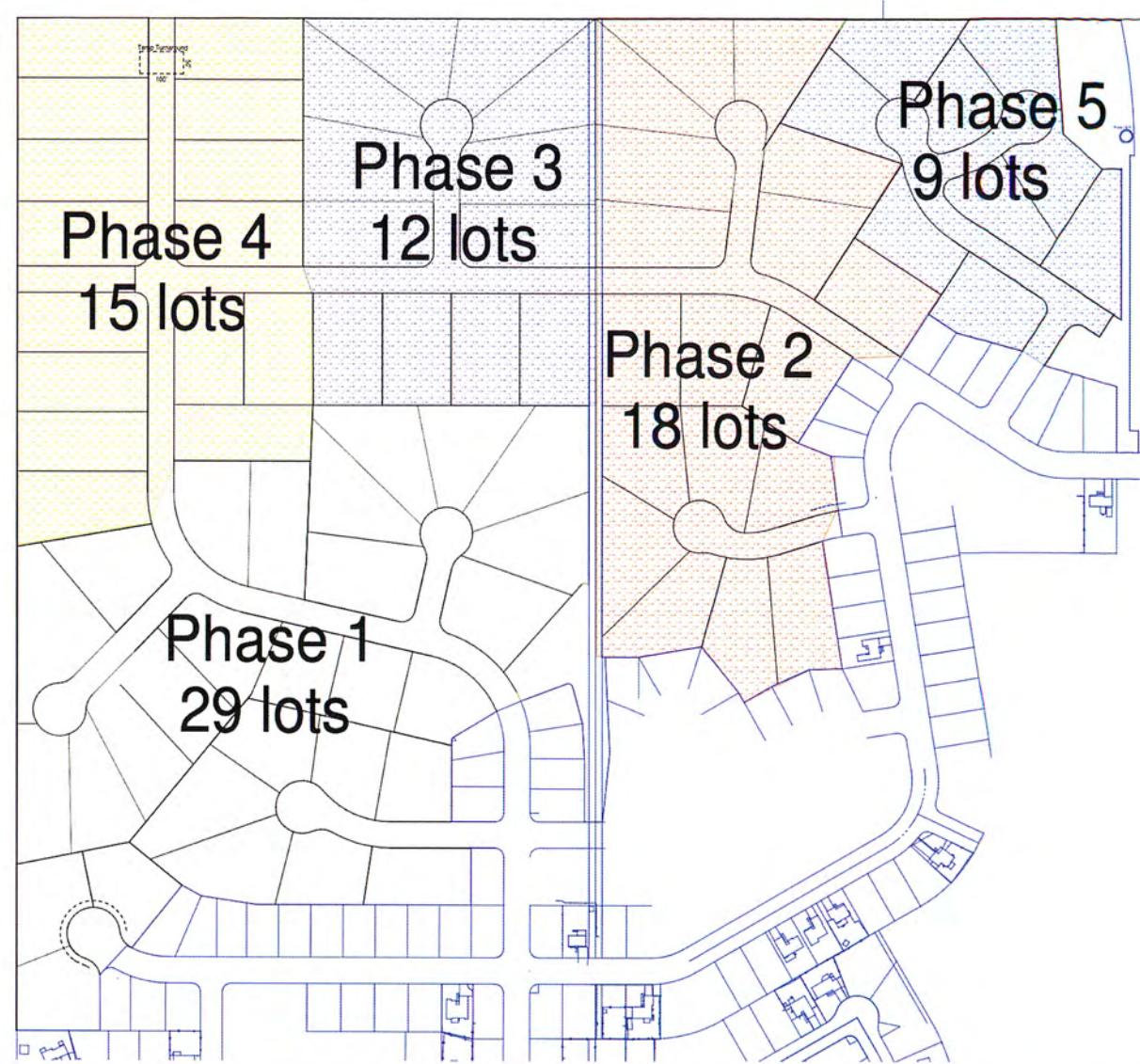
83 Single Family Homesites
Specifically Designed for
Privacy and Ample Living
Opportunities on Spacious
30,000 to 50,000 SF Lots





Page 240 of 283

Mountains Surround the Quaint Town of Palmer with Unparalleled Views of Pioneer Peak, Twin Peaks and the Talkeetna Mountain Range



Cedar Park is a kid and pet friendly community just 5 minutes away from shopping at Fred Meyer and all of the amenities Palmer has to offer. Home to 83 single family homesites with 9 cul-de-sacs, Cedar Park was designed to minimize drive-through traffic creating ideal neighborhoods for Alaskan families. Spend time in some of Alaska's most iconic landmarks, from shopping in Palmer's historic downtown district to lounging in the park along the Matanuska River.



Connie Yoshimura
Owner/Broker
907-229-2703
cyoshimura@gci.net

**BERKSHIRE
HATHAWAY**
HomeServices
Alaska Realty



Connie Yoshimura, Owner/Broker of Berkshire Hathaway HomeServices Alaska Realty, has over 40 years of residential real estate sales and land development experience. She has developed such popular new home communities as Huffman Timbers, Turnagain View Estates, Potter Highlands, Sandhill Reserve and Heritage Estates in Eagle River.

Connie has a Master of Fine Arts degree from the Writers' Workshop at the University of Iowa, Iowa City, and uses her talent for writing to write popular real estate columns for the Alaska Journal of Commerce, Anchorage Daily News and Homes by Design.

Awards and Honors

- 2020 Berkshire Hathaway HomeServices Chairman's Circle Platinum
- 2019 Anchorage Realtor of the Year
- 2019 Junior Achievement Business Hall of Fame Laureate
- Past Chair of the MOA Planning and Zoning Commission
- Featured in Anchorage's Centennial book by Charles Wohlforth

Norma Alley

From: Patti Higgins <info@keytoalaska.com>
Sent: Tuesday, April 20, 2021 4:53 PM
To: Norma Alley
Subject: Council Meeting Testimony
Attachments: image001.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Comments for the April 27, 2021, Council meeting regarding the variances for street lights, curb and gutter for Cedar Park Subdivision, City of Palmer, Alaska.

NAME: Patti Higgins
PHONE: 907-360-2561
ADDRESS: 9140 Granite Pl
City, State, Zip: Anchorage, AK 99507
Email: patti49er@gmail.com

COMMENTS:

The Cedar Park proposed Subdivision will be a tremendous boost to the economy of Palmer. 83 relatively large lots will help fill the enormous housing need both the Valley and Anchorage are currently experiencing. This high-quality subdivision will improve the already great quality of life in Palmer and give businesses trying to recruit new employees an attractive talking point. The properties will also add to the Palmer tax base. I urge the council to consider these win-wins and work to give this subdivision a chance to be the attraction it could be.

Thank you for your consideration.

Patti



Patti Higgins®, CRS, GRI, eCertified

Realtor®

Berkshire Hathaway HomeServices Alaska Realty

C: 907-360-2561

9140 Granite Pl

Anchorage, AK 99507

info@keytoalaska.com

www.keytoalaska.com

www.facebook.com/YourKeyToAlaska



Cedar Park

To: Palmer City Council

Please submit the following written comments to the Council records for the meeting to be held on April 27, 2021 at 7:00 P.M. for the variances for street lights, curb and gutter for Cedar Park Subdivision, City of Palmer Alaska:

Name: William C. Prosser

Phone: 907 240 8015

Address: 1730 Jaime Marie

City, State, Zip: Wasilla AK

Email: _____

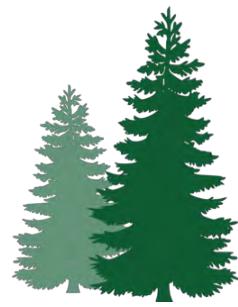
Comments: I have known the developer for over 20 years, I have done at least 4 projects with her in EAGLE River and Anchorage. Connie is a person whose word you can trust. She also has a good sense of community interest. I have not looked at the details of this project but can recommend Connie as a responsible developer

Sincerely,

William C. Prosser

Date: 4/21/2021

Please email nalley@palmerak.org by noon on April 27, 2021
With the subject line "Council Meeting Testimony"



Cedar Park

To: Palmer City Council

Please submit the following written comments to the Council records for the meeting to be held on April 27, 2021 at 7:00 P.M. for the variances for street lights, curb and gutter for Cedar Park Subdivision, City of Palmer Alaska:

Name: Brian T. Harten, P.E.

Phone: (907) 230-3992

Address: PO Box 110358

City, State, Zip: Anchorage, AK 99511

Email: bth@gci.net

Comments: As an engineer, and contractor, I have worked with Connie since the late 1980s and excavated for custom homes in several of her fine subdivisions. Connie knows the market, knows what her clients value, and this more often than not, reflects the overall values of the community as a whole. Connie is not in this for short term gains, but in my opinion, to set the standard for responsible development and to build a history of successful developments to be proud of. I am happy to answer any questions that you may have for me regarding this reference.

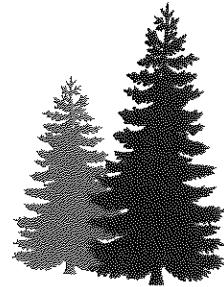
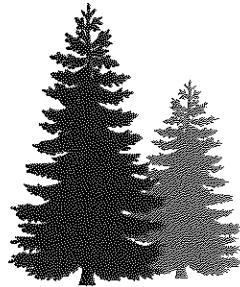
Sincerely,

A handwritten signature in blue ink that reads "Brian T. Harten".

Date: April 18, 2021

Brian T. Harten, P.E.

Please email nalley@palmerak.org by noon on April 27, 2021
With the subject line "Council Meeting Testimony"



Cedar Park

To: Palmer City Council

Please submit the following written comments to the Council records for the meeting to be held on April 27, 2021 at 7:00 P.M. for the variances for street lights, curb and gutter for Cedar Park Subdivision, City of Palmer Alaska:

Name: Madona Rhine Stack

Phone: _____

Address: _____

City, State, Zip: _____

Email: m.rhine@alaskausamortgage.com

Comments: _____

Connie has extensive knowledge of the real estate market.

She has built a reputation based on excellence.

I am happy to assist her with her buyers that are purchasing new homes.

Sincerely,

Madona Rhine Stack

Date: 4/4/21

Please email nalley@palmerak.org by noon on April 27, 2021
With the subject line "Council Meeting Testimony"

City of Palmer
Resolution No. 21-016

Subject: Accepting and Appropriating the 2021 State of Alaska High Visibility Click It or Ticket Enforcement Grant 402PT-21-06-FA(A)-8 in the Amount of \$3,120.00 to be used for High Visibility Seatbelt Enforcement Activities by the Palmer Police Department

Agenda of: April 27, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Dwayne A. Shelton, Chief of Police

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
✓	Police		4-7-2021
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 3,120.00

This legislation (✓):

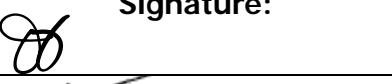
<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>3,120.00</u>
<input type="checkbox"/>	Creates expenditure in the amount of:	\$ _____
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	_____

Funds are (✓):

<input type="checkbox"/>	Budgeted	Line item(s): 52-00-00-3420 Police Services; 52-01-21-6015 Regular Overtime
<input checked="" type="checkbox"/>	Not budgeted	52-01-21-6012 Regular Benefits; 52-01-21-6035 Fuel

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Attachment(s):

1. Resolution No. 21-016
2. Grant Award Documents

Summary Statement/Background:

The City of Palmer has applied to the State of Alaska Department of Transportation for grant monies in the amount of \$3,120.00 to fund high visibility overtime seatbelt enforcement. That amount includes \$2,940.00 for officers to conduct additional seatbelt enforcement during high intensity periods when such infractions are more likely. The enforcement is strictly on an overtime basis and will not detract from routine patrol or other duties required of the Palmer Police Department. The enforcement is also voluntary on the part of the officers. The additional \$180.00 is to cover additional fuel costs incurred by the extra enforcement activity. No matching funds are required. The enforcement period runs from May 17, 2021 through June 6, 2021.

Seatbelt infractions represent a public safety concern due to increased risk of injury in motor vehicle accidents. The grant will allow for extra patrol specifically focused on detecting, investigating, and citing those motorists who violate Alaska seatbelt laws. The ultimate objective is an increase in voluntary compliance with existing seatbelt statutes. During the course of their enforcement activities, officers also encounter and investigate other crimes and violations on their traffic stops. In the past these have include driving offenses, drug offenses, as well as simple speeding and other traffic violations. The officers address these crimes and violations as they arise, which is also a benefit to public safety.

Administration's Recommendation:

Approve Resolution No. 21-016

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey

Date: April 27, 2021

Action:

Vote:

Yes:

No:

**CITY OF PALMER, ALASKA
Resolution No. 21-016**

A Resolution of the Palmer City Council Authorizing the City Manager to Accepting and Appropriating the 2021 State of Alaska High Visibility Click It or Ticket Enforcement Grant 402PT-21-06-FA(A)-8 in the Amount of \$3,120.00 to be used for High Visibility Seatbelt Enforcement Activities by the Palmer Police Department

WHEREAS, seatbelt infractions are a public safety concern for the citizens of the City of Palmer; and

WHEREAS, seatbelt usage has been shown to reduce the risk of bodily injury in a vehicle collision; and

WHEREAS, the Palmer Police Department is tasked with enforcing state statutes, including the seat belt statute to increase the safety of the driving public; and

WHEREAS, the Palmer Police Department has been awarded \$3,120.00 under the State of Alaska Department of Transportation 2021 Click It or Ticket Enforcement Mobilization.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council to accept and appropriate \$3,120.00 from the State of Alaska Department of Transportation to be used for Palmer police officers to engage in overtime high visibility seatbelt enforcement activities during dedicated enforcement periods from May 17, 2021 through June 6, 2021.

ORIGINAL SCOPE OF WORK

The City proposes to use the funds from the State of Alaska Department of Transportation to fund voluntary overtime for Palmer Police Department patrol officers to engage in high visibility enforcement of seatbelt laws. The enforcement will consist of extra patrol dedicated to detection, investigation, and prosecution of seatbelt infractions, which are a public safety concern for the citizens of the City of Palmer. The enforcement period is specifically identified by the State of Alaska in the grant document and coincides with the Click-it-or-Ticket National Enforcement Mobilization.

Approved by the Palmer City Council this _____ day of _____, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



Supplemental CIOT Enforcement

State of Alaska, DOT & PF
P.O. Box 112500
Juneau, AK 99801-2500
Ph: 907-465-4070
Fx: 907-465-6984
dot.alaska.gov/highwaysafety

Grantee Name and Address: Palmer Police Department 423 S. Valley Way Palmer, AK 99645		Title/ Short Description: FFY2021 High Visibility Enforcement - CIOT Events		
Action Requested <input checked="" type="checkbox"/> New Setup <input type="checkbox"/> Revision of Agreement: Please provide change in the Enforcement Plan Breakdown.				
ACTUAL COST OF OVERTIME TO INCLUDE BENEFITS IS NOT TO EXCEED THE FOLLOWING AMOUNT INCLUDING VEHICLE USAGE		\$ 3,120.00		
Enforcement Plan Breakdown				
Enforcement Period National CIOT/Memorial Day Holiday 05/17/21-06/06/21	Budget of Time/Hours			Budget
	EXPENSE ITEMS	HOURS	AVERAGE HOURLY	
Hours		\$ 98.00	\$ 2,940.00	
Vehicle Usage	30.00	\$ 6.00	\$ 180.00	
Enforcement Period Total:			\$ 3,120.00	
Hours		\$ -	\$ -	
Vehicle Usage	0.00	\$ 6.00	\$ -	
Enforcement Period Total:			\$ -	
Hours		\$ -	\$ -	
Vehicle Usage	0.00	\$ 6.00	\$ -	
Enforcement Period Total:			\$ -	
Hours		\$ -	\$ -	
Vehicle Usage	0.00	\$ 6.00	\$ -	
Enforcement Period Total:			\$ -	
Total Hours		\$ 2,940.00		
Total Vehicle Usage		\$ 180.00		
GRAND TOTAL of Enforcement Periods		\$ 3,120.00		

Purpose/Objectives: In order to reduce deaths and injuries caused by unrestrained motor vehicle occupants and to increase compliance with Alaska's primary seat belt law, the Grantee will conduct high-visibility seat belt enforcement as detailed in the Alaska Strategic Enforcement Partnership Enforcement Plan submitted to the Alaska Highway Safety Office in April 2006. The TBD agrees to participate in the following enforcement blitzes from October 1, 2020 through September 30, 2021. As a guideline, a minimum of three (3) self-initiated contacts per hour funded with a 'desired outcome' of contacting as many violators as possible should be made. **Allowable use of funds is for overtime salary @ 1.5 times the normal rate, wages and benefits of commissioned personnel in direct support of operational activity.** To receive reimbursement for personnel services the department must provide activity sheets, overtime hours worked and the overtime hourly rates for each officer.

Agreement are as outlined above for FFY2021 Grant period of October 1, 2020 - September 30, 2021.

Project Control CIOT Enforcement Agreement Approved				
Accepted for the Grantee by: 		Grants Administrator: Stephanie Hinckle		
Signature	Date	Signature	Date	

You may proceed with the activities for the Categories and specific Tasks enumerated in the above Enforcement Agreement. Conditions to this agreement are as outlined in the "Agreement Conditions" **CONDITIONS ARE A PART OF THE PROJECT AGREEMENT AND, AS SUCH, ARE BINDING ON ALL PARTIES TO THE PROJECT AGREEMENT.**

This Enforcement Agreement is cumulative and supersedes all prior Enforcement Agreements.

The AHSO Administrator for this NTP is: Tammy Kramer

Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by: Tammy Kramer

Signature Date

City of Palmer
Resolution No. 21-017

Subject: Accepting a Loan from the Alaska Clean Water Fund (State Revolving Fund) in an amount not to exceed \$8,052,000.00 to Provide Interim Financing as Required by the United States Department of Agriculture, Rural Development Loan/Grant Program, for the Engineering, Construction, and Installation of Secondary Clarifiers at the Palmer Wastewater Treatment Plant Facility

Agenda of: April 27, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
✓	Public Works	<u>J. Moosey</u>	04/06/2021

Certification of Funds:

Total amount of funds listed in this legislation: \$ 8,052,000.00

This legislation (✓):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
✓	Creates expenditure in the amount of:	\$ <u>8,052,000.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	_____

Funds are (✓):

<input type="checkbox"/>	Budgeted	Line item(s):
✓	Not budgeted	<u>02-00-00-2146 SRF Interim Loan</u>

Director of Finance Signature: *S. Danner*

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u><i>Cynthia L. Cartledge</i></u>	_____
City Attorney	_____	_____
City Clerk	<u><i>Norma L. Alley</i></u>	_____

Attachment(s):

1. Resolution No. 21-017
2. SRF Loan Agreement

Summary Statement/Background:

In accordance with the City of Palmer's Federal Consent Decree (Civil Action No: 3:16-cv-00204-TMB), the City is required to install and operate two Secondary Clarifiers units at the Palmer Wastewater Treatment Plant Facility.

The clarifiers are to be of sufficient treatment and settling capacity to enable the facility to meet all effluent limits in its current Alaska Pollutant Discharge Elimination System permit or any subsequent Alaska Pollutant Discharge Elimination System permits that may be issued by the United States Environmental Protection Agency or the Alaska Department of Environmental Conservation.

The system shall be configured to allow for the future addition of a third clarifier, if necessary, to support treatment of a future maximum monthly flow of 1.5 million gallons a day.

The City solicited interim financing proposals from two banks and the State Revolving Fund loan program. Upon evaluation of the solicited proposals, it was determined that the State Revolving Fund loan program offered the best terms and conditions for interim financing.

As part of the State Revolving Fund loan program, a resolution accepting the financial assistance must be adopted by the City Council.

Accepting the Alaska Clean Water Fund (State Revolving Fund) loan with the prescribed conditions will allow the City Manager to accept the State Revolving Fund funds providing the interim financing needed for construction and installation as required by the United States Department of Agriculture, Rural Development loan/grant program.

Administration's Recommendation:

Approve Resolution No. 21-017 accepting a loan from the Alaska Clean Water Fund (State Revolving Fund) in an amount not to exceed \$8,052,000.00.

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Public Hearing Date: April 27, 2021
Action:
Vote:

Yes: _____ No: _____

CITY OF PALMER, ALASKA

Resolution No. 21-017

A Resolution of the City Council of the City of Palmer, Alaska, Accepting a Loan from the Alaska Clean Water Fund (State Revolving Fund) in an amount not to exceed \$8,052,000.00 to Provide Interim Financing as Required by the United States Department of Agriculture, Rural Development Loan/Grant Program, for the Engineering, Construction, and Installation of Secondary Clarifiers at the Palmer Wastewater Treatment Plant Facility

WHEREAS, the installation of two Secondary Clarifiers at the Palmer Wastewater Treatment Plant Facility are required as part of our current Federal Consent Decree; and

WHEREAS, the city of Palmer needs monies to bring the Palmer Wastewater Treatment Plant Facility into full compliance with its Federal Consent Decree requirements; and

WHEREAS, the Alaska Clean Water Fund (State Revolving Fund) has offered the city of Palmer a loan in the amount not to exceed \$8,052,000.00, to provide interim financing as required by the United States Department of Agriculture, Rural Development Loan/Grant Program, assisting in bringing its Wastewater Treatment Plant Facility into compliance.

NOW, THEREFORE, BE IT RESOLVED, the Palmer City Council hereby accepts the Alaska Clean Water Fund (State Revolving Fund) loan terms as substantially set forth in the land agreement attached hereto and offer of loan funds in the amount not to exceed \$8,052,000.00 to pay costs of engineering, constructing and installing secondary clarifiers at the city of Palmer Wastewater Treatment Facility and related expenses. Notwithstanding, such authorization is in all respects subject to the City Council's authorization to issue a utility revenue bond to secure payment of the loan.

Approved by the Palmer City Council this _____ day of _____, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

City of Palmer
Action Memorandum No. 21-025

Subject: Approving a Council Community Grant in the Amount of \$2,500.00 to Who Let the Girls Out Supporting the 2021 Event

Agenda of: April 13, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Norma Alley, City Clerk

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 2,500.00

This legislation (✓):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>2,500.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	_____

Funds are (✓):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>01-02-10-6068 Community Council Grants</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: John Davis

Approved for Presentation By:

Signature:

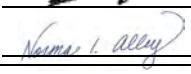
Remarks:

City Manager



City Attorney

City Clerk



Attachment(s):

1. Council Grant Application
2. PMC 2.04.160

Summary Statement/Background:

Per Palmer Municipal Code 2.04.160(F), I have reviewed the application for completeness, and I am forwarding the application to City Council for Council's consideration.

In February, 2014, the City Council adopted Ordinance No. 14-043, which established the Council Community Grant program. The City Council approved \$12,000.00 in the Community Council Grants line item for 2021.

Legislation #	Organization	Amount	Date Approved
AM No. 21-017	Hatcher Pass Avalanche Center	\$5,000.00	March 9
AM No. 21-025	Who Let the Girls Out	TBD	
AM No. 21-026	Who Let the Runners Out	TBD	
Total 2021 Grants approved prior:			\$5,000.00



City of Palmer • City Manager's Office
231 W. Evergreen Avenue • Palmer, AK 99645
Phone: 907-745-3271 Fax: 907-745-0930

Council Community Grant Application

Program, service, project or event title: Who Let The Girls Out 2021 (11th Annual)

Date(s) of program, service, project or event: April 23 and 24, 2021

Applicant Information

Name: Joshua G Fryogle

Address: 851 E Westpoint Dr., Ste B-12

City: Wasilla State: AK Zip: 99654

Phone: 907-373-2698 Email: makeasceneak@mac.com

Organization Information

Name of organization/group: Who Let the Girls Out?!

Type of organization: Non-profit Volunteer community group Other

Funding Request

Amount of Request: \$ 2500

Matching funds provided by applicant: \$ Approx. \$43,000+ in in-kind donations in 2018-2019 from participating businesses and media sponsors.

Project Summary Information

In the space below, provide a concise, one paragraph summary of your proposed program, service, project or event and how it promotes economic development for the City of Palmer.

Who Let the Girls Out is a yearly spring-fling event, aimed to help support local, year-round, brick and mortar businesses in Palmer. WLTGO is in its 11th year, and has proven to be a mainstay in the event calendar of many people in Palmer, and many more from outside of Palmer. Creating a cooperative of local business owners who create special events and happenings at each of their locations, we publish a guide, publicize on multiple mediums, and give attendees the tools that they need to enjoy downtown Palmer as a destination!

Project Scope of Work

Please list the steps to be taken to conduct the program, service, project or event. Be sure to address issues such as: beginning and ending date, who will work to conduct the event/project, clean-up team, where is the project going to occur (location).

We are still in the planning stages for this year's event. The event begins on April 23rd and ends April 24th, 2021. The business owners who work in tandem to create the event will do their respective parts, and the Make A Scene company will facilitate the coordination of these separate efforts. Our clean up requirements should be limited to the business locations themselves, since the events are the responsibility of each individual business that participates.

Eligibility

Describe how your program, service, project or event meets the eligibility guidelines.

Our guiding principle is to create an economic windfall during a time of year that is traditionally slow, and during a time in history where it is needed more than ever before. By creating lots of entertainment, including micro-events at dozens of local businesses, WLTGO engages the community by encouraging economic activity. This being our 11th year, we are confident that we will do better than ever in this regard. This annual walk-about event is spread throughout Palmer and the businesses will continue to be in-line with State of Alaska and City of Palmer COVID-19 guidelines.

Matching Funding Source

Describe source of matching funding. Have alternate sources of funding been explored?

We receive all of our funding from either locally-owned, participating businesses, or, from community organizations or companies that sponsor our efforts.

Community Benefit and Reporting

Please indicate how the results of your program, service, project or event will enhance economic development or generally benefit the City of Palmer. Describe the expected number of participants to be attracted by the event or project. Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc. Please explain how and when your organization will report results back to the City Council.

We've seen our numbers fluctuate between 2500 and 3000+ attendees in recent years, and we expect that it will be similar this year. Our participating businesses keep record of their sales, and we also distribute our Passport of local businesses that are on our map, which is printed in the guide that we publish in Make A Scene Magazine and online.

Detailed Budget

(BASED OFF 2019 NUMBERS)

Revenue:

Source:	Cash	In-Kind	Total
Merchants & Sponsors	\$ 20,100	\$ 43,000	\$ 63,100
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Totals	\$ _____	\$ _____	\$ _____

Expenditures:

Item/Service:	Cash	In-Kind	Total
Advertising	\$ 13,388.66	\$ _____	\$ _____
Music & Entertainment	\$ 3000.00	\$ _____	\$ _____
Services	\$ 1944.25	\$ _____	\$ _____
Cash Prize	\$ 300.00	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Totals	\$ 18,632.00	\$ _____	\$ 18,632.00

Applications may be submitted at any time to the address listed above. Please allow at least six weeks lead time for application review and City Council agenda scheduling.

Applicant signature:

Joshua J Fryfogle

Date:

03/01/2021

For Office Use Only

clerk's
Date received by Manager's Office:

3/5/2021

City Council agenda date:

4/13/2021

Action Memorandum No.:

City Council:

Approved

Denied

Date Manager's Office notified applicant of request outcome:

Who Let the Girls Out?



ALL AROUND PALMER!

WLTGO 2021 WILL BE HAPPENING APRIL 23 AND 24TH

Who Let the Girls Out is a yearly spring-fling event, aimed to help support local, year-round, brick and mortar businesses in Palmer.. Dozens of local business owners agree to create events, specials, and other unique opportunities for the crowds of local shoppers that the event draws each year.



Who Let the Girls Out's Video

44 weeks ago · 12.2K Views

1 like · You and 282 others

In 2020 we did a Digital Livestream Who Let the Girls Out Event on Facebook and it was a huge success! It was shared over 275 times, had 787 comments, and over 12,000 views.

It featured business highlights, musical performances, and more. This year we are combining the digital event with the traditional in-person Who Let the Girls Out people know and love.

Keeping our options open for whatever the future might bring, we are planning to do a livestream event on social media AS WELL as the in-person walk-about entertainment & shopping extravaganza known as Who Let the Girls Out! This annual walk-about event is spread throughout Palmer and the participating businesses will continue to be in-line with State of Alaska and City of Palmer COVID-19 guidelines.



John M. Moosey
City Manager

Phone: (907) 761-1304
Fax: (907) 761-1340
Email: jmoosey@palmerak.org

231 W. Evergreen Ave.
Palmer, Alaska 99645-6952
www.palmerak.org

Memorandum

Date: April 16, 2021
To: City Council
From: John Moosey, City Manager
RE: Action Memorandum No. 21-026
Who Let the Girls Out?

The requested funds were to be used strictly for advertising the event via radio, print and social media. The requester has officially withdrawn the request.

In addition, the requester did state that future "in kind" City assistance would be welcome and helpful. For 2022, there is a plan to expand the event for more health-related activities and participant. Therefore, waiving of city facility rental fees would be most helpful.

City of Palmer
Action Memorandum No. 21-029

Subject: Authorizing the City Manager to Negotiate and Execute a Five-Year Cooperative Fire Protection Agreement with the State of Alaska to Provide Fire Suppression Response and Assistance to the Division of Forestry with Regards to Wildland Firefighting Emergencies

Agenda of: April 27, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Chad Cameron, Fire Chief

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (✓):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input type="checkbox"/>	Creates expenditure in the amount of:	\$ _____
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Has no fiscal impact	_____

Funds are (✓):

<input type="checkbox"/>	Budgeted	Line item(s): _____
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: Steve Davis _____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u>DD</u>	_____
City Attorney	<u>KA</u>	_____
City Clerk	<u>Norma L. Alley</u>	_____

Attachment(s):

1. Cooperative Fire Protection Agreement – New
2. Cooperative Fire Protection Agreement – Current

Summary Statement/Background:

Due to updates and deficiencies found in the existing Cooperative Fire Protection Agreement with the State of Alaska, Department of Forestry; the State of Alaska has requested we negate our existing agreement and negotiate and execute a new, five-year agreement.

The changes from the existing agreement are as follows:

- Addition of Scope
- Addition of Appropriate Response
- Addition of Non-suppression Activities
- Addition of Rates, Billing and Status of Employees and Apparatus
- Addition of Backfill Reimbursement
- Addition of Travel, Meals and Lodging
- Addition of Refurb/Rehab
- Addition of Mutual Aid
- Addition of Automatic Aid
- Change Fire Equipment Use to Fire Stores/Equipment Guidelines
- Addition of Land Use and Facility Agreements
- Change Training and Prevention to Training Standards
- Change Investigation to Investigation and Prevention
- Addition of Workplace Conduct

Alaska Statute 41.15.010 states the State of Alaska Division of Forestry (Forestry) will provide protection from wildland fire and other destructive agents, commensurate with the values at risk, on land that is owned privately, by the state, or by a municipality. Palmer Fire & Rescue also has an obligation to provide protection to the City of Palmer and The Greater Palmer Fire Service Area, through contract, for life and property from wildland fires within their area, subject to available resources, funding, and personnel. It is to the mutual advantage of Palmer Fire & Rescue and the Department of Forestry to enter into an agreement for the operation and reimbursement of Palmer Fire & Rescue from the Department of Forestry in the event of a major wildland fire incident.

The Cooperative Fire Protection Agreement and the Annual Operating Plan details the policy and procedures for activation, response, and reimbursement of wildland fire assistance.

Administration's Recommendation:

To approve Action Memorandum No. 21-029

2020
Cooperative Fire Protection Agreement

**State of Alaska, Department of Natural Resources, Division of Forestry and
Cooperator Fire Departments**

Area:

Division of Forestry, Mat-Su/South West Area
101 Airport Road, Palmer, Alaska 99645

Fire Department:

City of Palmer Fire and Rescue
231 W. Evergreen Ave, Palmer, Alaska 99645

Components

- 1. Recitals**
- 2. Scope**
- 3. Definitions**
- 4. Appropriate Response**
- 5. Non-Suppression Activities**
- 6. Command of Incident**
- 7. Rates, Billing and Status of Employees and Apparatus**
- 8. Backfill Reimbursement**
- 9. Travel, Meals and Lodging**
- 10. Refurb/Rehab**
- 11. Mutual Aid**
- 12. Automatic Aid**
- 13. Worker's Compensation**
- 14. Liability Insurance**
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- 16. Land Use and Facility Agreements**
- 17. Training Standards**
- 18. Investigation and Prevention**
- 19. Annual Operating Plan (AOP)**
- 20. Notification**
- 21. Parties Responsible for their own Acts.**
- 22. Permits and Laws**
- 23. Non-Waiver**
- 24. Review and Modifications**
- 25. Fair Intent**
- 26. Agreement Effective Date and Termination**
- 27. Workplace Conduct**

1. Recitals

It is the intent of AS 41.15.010 that the Alaska Division of Forestry (Forestry) provide protection from wildland fire and other destructive agents, commensurate with the values at risk, on land that is owned privately, by the state, or by a municipality. It is also recognized by the fire department (Cooperator) that an obligation exists to provide protection to life and property from fires within their area of responsibility, subject to available resources, funding, and personnel. Therefore, it is to the mutual advantage of the Cooperator and Forestry to coordinate efforts in the prevention, detection, and suppression of wildland fires.

2. Scope

This agreement outlines the roles and responsibilities for cooperating Fire Departments (FD) when responding to and suppressing Wildland/Urban Interface fires.

3. Definitions

Annual Operating Plan (AOP): Negotiated annually between the FD and Forestry to define operational details: Rate Tables, Required Equipment, Training, Documentation and Administrative responsibilities. The local Area Forester or designee signs the AOP for the Division of Forestry. The AOP may be different for each fire department due to department policy, city ordinance or union contract.

Automatic Aid: The assistance that is dispatched automatically by contract or agreement between two fire departments, communities or fire districts.

Back Fill: When the FD is required to supply a firefighter at their station to comply with Fire Department policy, municipal ordinance, or union contract. Forestry will reimburse backfill overtime costs only. Forestry only pays for the overtime above what the regular salary would have been for the employee(s) deployed

Cooperator: A structural fire department that is in good standing and certified by the State Fire Marshall. For the purpose of this document FD shall be used in all descriptors of a Cooperating Fire Department.

Contained or Containment: When a wildland fire has a natural barrier, dozer line, wet line, roads, scratch line, retardant line, etc. around it to keep the fire from spreading.

Cooperative Fire Protection Agreement (CFPA): The FD establishes a formal relationship with the Division by signing a Cooperative Fire Protection Agreement (CFPA). The agreement is signed by the fire department's Chief or governing official and sent from the Area, through the Region, to the Central Office for the State Foresters and the Department signatures. The CFPA will be the same statewide for all FD's; all cooperating fire departments will have a signed CFPA prior to hire or use of equipment.

Custody: When the operator/personnel remain employees of the FD's, the apparatus remains in operator/personnel custody. When the operator/personnel are hired as Emergency Fire Fighter (EFF), the apparatus remains in Forestry custody during the period of use. During such time, Forestry, as custodian, will exercise ordinary prudence and diligence in the use and care of the apparatus. Control of apparatus and personnel shall follow the Incident Command System.

EERA Equipment: Emergency Equipment Rental Agreement (EERA) Equipment includes equipment rented to Forestry that is not fire apparatus. The EERA equipment is registered into On-

Line Application System (OLAS) using Agency Suggested Rates.

Fire Apparatus: Fire engine, pumper, tender, tanker, brush rig, fire command vehicle, maintenance truck or such other rolling stock as it's typically used by fire departments for fire suppression purposes. Rates for Apparatus are detailed in the AOP.

Fire Response/Service Area: The FD's Fire Service Area or designated area where the FD has primary responsibility for fire protection. This may also include an Auto Response or Mutual Aid Response Area. Mutual Aid Response Area also includes DNR Forestry local Area of responsibility.

Fire Stores: Items as needed to complete required minimum equipment inventory or Nominal Unit Supply (NUS) as specified in AOP.

Incident Command System: An emergency response management system defined by the National Incident Management System (NIMS), and endorsed by the Governor of Alaska via Administrative Order 170.

Incident Business Management Handbook: The AIBMH applies existing State of Alaska administrative, contracting, and financial regulations and Department procedures within the framework of fire business management operations. Chapter 7 of the AIBMH, Cooperator Fire Departments, addresses FD apparatus; this is a separate compartment within the OLAS, "Fire Department". Chapter 6 AIBMH, Equipment Acquisition; addresses FD non-apparatus equipment, this compartment within OLAS is "Vendors".

Land Use and Facility Agreements: Temporary rental of property for fire purposes. Land Use and Facility Agreements (LUA) may include, but are not limited to; potable water sources, apparatus water sources, parking facilities, land line services, meeting and training rooms and restroom facilities. LUA pre-season inspections and Letter of Agreements (LOA) are preferred over actual incident occurrence.

Licenses and Permits and Insurance - The FD is responsible for obtaining at their own expense, carrying a copy of, and showing proof at the time of hire all necessary licenses and permits required by state and federal law/regulation for both the apparatus and operator/personnel.

Mutual Aid: Assistance that is dispatched, upon request, by the responding fire department. Usually it is requested upon the arrival on scene but can be requested in route if circumstances dictate. Mutual aid should be defined by a signed agreement.

OLAS: On-line Application System is used to register, hire, and track FD fire apparatus and EERA equipment. OLAS will be used in the future for entering and tracking the CFPA's and AOPs submitted by FD's.

Order for Service: Upon acceptance of an order for service, either verbally or accepting a Resource Order, a binding contract between the FD and Forestry is created incorporating the terms of the CFPA and the AOP, when the apparatus or equipment passes inspection.

Property: Structures and other property located within a fire response area excluding forested land as defined in AS 41.15.170.

Reporting for Service - The FD is responsible for providing apparatus to Forestry in a good and safe operating condition and will be subject to pre-use inspection at time of hire. If, in the determination of Forestry, the apparatus is not in good, safe operating condition based upon the manufacturer's general safety specifications when it arrives for work, Forestry may reject it. If equipment is rejected, Forestry

will not pay any costs, including transportation costs. The operator/personnel shall keep a copy of the CFPAs and AOP documents with the apparatus.

Termination of Order for Service - There is no guaranteed length of hire under any order for service. Forestry may terminate an order for service when it is determined by Forestry that the apparatus is no longer needed. When the order for service is terminated, Forestry shall be liable only for payments in accordance with payment provisions of this contract for services rendered prior to the effective date and time of termination. In the event the FD requires return of apparatus, the FD shall notify Forestry, and the equipment shall be released within eight hours or at the beginning of the next operational period.

Wildland Fire: Uncontrolled burning of grass, brush, timber and other natural vegetative material. Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes prescribed fire and wildfire.

4. Appropriate Response

Standard/Initial Response:

A response that a FD undertakes in order to meet its general obligation to protect life and property from fires within its Primary Fire Response/Service Area. A Response in a wildland fire begins at the time of notification and ends when the fire has been contained as determined by the Unified Command and no longer poses a threat to life and property. Unless agreed upon by Forestry Fire Management Officer (FMO) and the FD's Fire Chief, Forestry is not responsible for FD costs. By mutual agreement when *containment* has been reached **if** FD apparatus are requested by Forestry to remain on incident to support Forestry operations, Forestry Dispatch will be notified and Resource Orders for all FD apparatus, personnel and equipment shall be created.

Discretionary Response:

Within the FD Primary Response Area: a response that occurs after a fire has been *contained* and Forestry assumes single command of a wildland fire and requests that the FD remain on scene. Forestry is responsible for FD costs. Resource Orders for all FD apparatus, personnel and equipment shall be created.

Outside of the FD Primary Response Area: a response to a wildland fire at the request of Forestry to a wildland fire outside a FD's Primary Fire Response/Service Area. Forestry is responsible for FD costs. Resource Orders for all FD apparatus, personnel and equipment shall be created, apparatus and equipment shall pass inspection prior to start of service.

Unified Command: A method for all agencies or individuals who have jurisdictional responsibility and in some case those who have functional responsibility at an incident to contribute to:

- Determining overall objectives for the incident
- Selection of a strategy to achieve the objectives
- Joint command of the incident for the first shift during initial attack

5. Non-Suppression Activities

Prescribed fire (RX) and other fire management projects:

Under the direction of Forestry, the AOP may be used for procuring personnel and equipment for other fire management activities such as fuels mitigation and RX projects, inside and outside the FD

jurisdictional area. Project work conducted for federal agencies must be performed under the conditions of agreements specific to their agency specific procurement requirements.

All Risk Assignments:

It is common for wildland fire resources to assist with non-fire incidents. When requested under the authority of the Stafford Act, it is possible for Alaska state and FD resources to assist with these incidents. All such incidents must be handled on a case-by-case basis. FD's should check with the local Division of Forestry (DOF) Area Office, Forester or FMO prior to accepting all risk assignments under the CFPA and AOP agreements.

6. Command of Incident

Standard/Initial Response: The first responder on-scene shall assume functional command of the incident until the arrival of other responders, after which a Unified Command may be established.

Extended Response: By mutual agreement between Forestry and FD's, Forestry will assume single command of the incident once a fire escapes initial attack or is contained. Forestry is fiscally responsible for costs incurred suppressing the wildland fire during extended attack and mop-up when Forestry is in command.

7. Rates, Billing and Status of Employees and Apparatus

- All FD apparatus and EERA equipment will be registered in OLAS. Rate tables for FD apparatus are available in the AOP; for other FD equipment rates review Chapter 6 of the AIBMH..
- Apparatus may be hired unstaffed (apparatus only), Staffed or a mix of FD and Department of Natural Resources (DNR) personnel or staffed by all DNR personnel.
- Rate tables are reviewed annually by DNR.
- The Area Forester or designee has the authority to correct or change the invoice in case of accounting errors or needed additions or subtractions from invoice, or if the FD chose the improper category, type, class or rate in OLAS.
- Billing for fire personnel that will remain FD employees (not EFF) needs to be communicated during the resource ordering process and documented on the Resource Order (RO) prior to hire. During the time of hire FD employee names and position on the apparatus will be documented and manifested.
- Hourly Rates for FD staff by position only, will be established when the AOP is signed. FD's will provide a position qualification list with hourly rates to Forestry. No private information will be included in this list. This list will be used for cross reference at the time of invoice, for FD employee name, position on apparatus and hourly rate.
- If FD personnel will be hired as EFF this needs to be communicated during the resource ordering process and documented in the Resource Ordering and Status System (ROSS) program prior to hire. EFF personnel will get individual resource orders. Rates will be established EFF rates based on position being filled.
- Personnel changes or crew swaps during assignments will be communicated through the home area fire dispatch, regardless of hiring method or management level of fire or location of fire.

- In the event where an AOP has not been signed by Forestry, rates paid for apparatus will not exceed the latest version of the rates listed in the AOP.
- State of Alaska, Division of Forestry employees remain employees of the State whether they work under FD or Forestry command. FD personnel if hired by Forestry as EFF, will become Forestry employee(s), and are subject to the Conditions of Hire for EFF established in the latest version of the Alaska Emergency Firefighter Type 2 Crew Management Guide and the Alaska Single Resource AD/EFF Casual Hire Guide.

8. Backfill Reimbursement

Forestry will reimburse backfill overtime costs only. Forestry only pays for the overtime above what the regular salary would have been for the employee(s) deployed. Backfill reimbursement will be approved only when the FD is required to supply a firefighter at their station to comply with Fire Department policy, municipal ordinance, or union contract.

- Backfill reimbursement costs will be billed and segregated from the deployed personnel.
- Rates for backfill reimbursement should be attached as an addendum to this document.

9. Travel, Meals and Lodging

Travel time between the point of hire and the incident is reimbursable, if the incident is outside of a 50-mile radius of FD service area and authorization for per diem and travel is documented on Resource Order. Forestry will either pay per diem at established State of Alaska, Forestry rates or provide meals and lodging for FD employees on assignment away from their Primary Fire Response Service Area.

10. Refurb/Rehab

With the local Area Forester or Fire Management Officer (FMO) approval, FD's are allowed up to 4 hours of refurb for an assignment less than or up to 10 days and up to 8 hours of refurb for an assignment longer than 10 days for refurb and rehab of their equipment.

11. Mutual Aid resources requested for a mutual aid request must be pre-approved by Forestry to be eligible for reimbursement.

12. Automatic Aid resources will not be reimbursed unless otherwise requested by Forestry as outlined in their AOP.

13. Worker's Compensation

The FD's and Forestry are responsible for Worker's Compensation for their own personnel.

14. Liability Insurance

The FD's and Forestry are responsible for their own liability insurance coverage.

15. Fire Stores/Equipment Guidelines

Upon discretionary assignment outside the Fire Response/Service Area, Forestry will issue to the FD fire stores as needed to complete the required minimum equipment inventory as specified in AOP. The FD will maintain the fire equipment issued under this Agreement in an operable condition. Issued equipment will be returned to the issuing Forestry Office upon completion of the assignment. Forestry will not hold the FD accountable for consumable fire supplies. Upon return from fire assignment all stores items will be returned to the local Area Forestry Warehouse.

If non-consumable fire stores become broken, or otherwise unusable, the FD will return the damaged item, along with a statement (or appropriate forms) of how the item was damaged, to Forestry for repair or replacement. If an item becomes lost or damaged as a result of negligence by the FD, the FD will be liable for replacement.

16. Land Use and Facility Agreements

Temporary rental of property for fire purposes requires the same degree of good business judgment, including reasonable price determinations, as any other procurement action. In making the determinations as to price fairness, consideration should be given, but not limited, to the following items:

- Fair market rental rates for the property in the area
- Costs to the property owner, loss of rental fees from other sources, disruption of business
- Alterations needed and who will make them in a written scope of work
- Impacts on the property
- Costs of restoration, and who will do the restoration work
- Duration of the rental, (emphasis should be on weekly or monthly rates), with a limit on total costs

Pre-inspection and post-inspection shall be made of the premises using the forms found in the Forms section of the AIBMH, Chapter 16. The inspections can be documented on separate inspection documents if additional details or information are needed. Pre- and post-inspection photographs are required showing where actual damages occur that may result in a claim. Pre- and post-inspections shall note all improvements and conditions, including items such as fences, buildings, wells, cisterns, road conditions, etc.

Further information can be found in the AIBMH, Chapter 16, Land/Facilities Acquisition.

17. Training Standards

When responding outside its Fire Response/Service Area, all FD employees will be National Wildfire Coordinating Group (NWCG) certified at a minimum of Wildland Firefighter 2, which includes an annual fire line refresher Training and Work Capacity Test. All personnel hired as EFF by Forestry must meet established NWCG physical fitness and training standards for the position hired. Forestry may provide wildfire training material to the FD upon request. Training funds may be available through the Volunteer Fire Assistance (VFA) grants program. For further information see AOP.

18. Investigation and Prevention

See AOP for Investigation and Prevention policy and procedures.

19. Annual Operating Plan (AOP)

As soon as practical after this Agreement is executed and prior to March 15th, then annually thereafter, the FD and the State Forester or his designee shall meet to negotiate an AOP. The subject matter of the AOP shall define the necessary operational details. At a minimum, the AOP should include mobilization procedures; approved rates; staffing; a map or description of response area; training and qualifications; contact information; education, prevention, investigation, and coordination procedures; and radio frequencies (communication coordination).

20. Notification

Notification procedures are outlined in the AOP.

21. Parties Responsible for their own Acts

The Cooperator Fire Departments and the State of Alaska, including but not limited to the Alaska Department of Natural Resources and/or the Alaska Division of Forestry, each agree that they will be responsible for their own acts, omissions, or other culpable conduct and neither shall be responsible for the actions or inactions of the other. Each party agrees to defend itself individually from claims, demands, or liabilities arising out of any activities authorized by this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement, whether sounding in tort, contract, or otherwise, and whether alleging sole liability, joint liability, vicarious liability, or otherwise, each party shall defend itself but may assert comparative fault, the sole liability of another, or any other defense, affirmative defense, or request for relief.

22. Permits and Laws

The parties shall acquire and maintain in good standing all permits, licenses, and other entitlement necessary to the performance under this Agreement. All actions taken by the parties under this Agreement shall comply with all applicable laws, statutes, ordinances, rules and regulations.

23. Non-Waiver

The failure of the FD or Forestry at any time to enforce a provision of this Agreement shall in no way constitute a waiver of any provision in this Agreement, nor shall it in any way affect the validity of this Agreement.

24. Review and Modifications

Forestry and FD agree to review this Agreement at least every five (5) years, but, Forestry and FD may agree to modifications to this agreement at any time. All modifications to the Agreement shall be incorporated by written amendments to this Agreement and signed by Division of Natural Resources and FD prior to becoming effective.

25. Fair Intent

This Agreement has been jointly drafted by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole and not for or against any party.

26. Agreement Effective Date and Termination

This Agreement supersedes all other versions of this document. This agreement is effective as of the date of most recent signature and remains in effect until terminated in writing. Either party may terminate this Agreement at any time by giving written notice to the other party at least thirty (30) days before the effective date of such termination.

- **The CFPA is valid for 5 years after signing. Every 5 years the agreement will be reviewed and resigned.**
- **The AOP is valid for 1 year. Every year it shall be reviewed and resigned.**

27. Workplace Conduct

The State of Alaska is an equal opportunity employer and does not discriminate in employment on the basis of race, color, religion, sex, national origin, age, disability, marital status, changes in marital status, pregnancy, and parenthood. This includes behavior such as making threats, abusive language, slurs, unwelcome jokes, teasing and other such verbal or physical conduct. Creating a hostile work environment will not be condoned. This includes verbal or physical conduct of a sexual nature, making unwelcome sexual advances or requests for sexual favors, and unreasonably interfering with the work of others.

Cooperative Fire Protection Agreement

Signatures

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF PALMER, pursuant to Action Memorandum No. 21-XXX authorizing the City Manager to execute the Agreement by and between CITY OF PALMER and STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY,

For State of Alaska, Department of Natural Resources, Division of Forestry

Area Forester

Date

State Forester

Date

DNR Procurement Officer

Date

For Cooperator Fire Department

City of Palmer City Manager

Date

City of Palmer Fire & Rescue Fire Chief

Date

Attest:

City of Palmer City Clerk

Date

**Cooperative Fire Protection Agreement
State of Alaska Division of Forestry
City of Palmer Fire Department**

This Agreement is dated 14 March 2018, and is between the City of Palmer (Cooperator) with an address of 231 W. Evergreen Ave. Palmer AK 99645 and the State of Alaska, Department of Natural Resources, Division of Forestry ("State") with an address of

Components

- 1. Recitals**
- 2. Definitions**
- 3. Command of Incident**
- 4. Reimbursement and Status of Employees and Apparatus**
- 5. Worker's Compensation**
- 6. Liability Insurance**
- 7. Fire Equipment Use**
- 8. Training and Prevention**
- 9. Investigation**
- 10. Annual Operating Plan**
- 11. Notification**
- 12. Parties responsible for their own Acts**
- 13. Permits and Laws**
- 14. Non Waiver**
- 15. Review and Modifications**
- 16. Fair Intent**
- 17. Agreement Effective Date and Termination**

1. Recitals

It is the intent of AS 41.15.010 that the State provide protection from wildland fire and other destructive agents, commensurate with the values at risk, on land that is owned privately, by the state, or by a municipality. It is also recognized by the Cooperator that an obligation exists to provide protection to life and property from wildland fires within their area of responsibility, subject to available resources, funding, and personnel. Therefore, it is to the mutual advantage of the Cooperator and the State to coordinate efforts in the prevention, detection, and suppression of wildland fires. It is in the best interest of both the Cooperator and the State that wildland fires be suppressed quickly and efficiently to minimize the destruction of natural resources and the threat to life, property, and communities.

2. Definitions

Annual Operating Plan (AOP): Negotiated annually between the Cooperator and the State to define operational details.

Back Fill: When the Cooperator is required to supply a firefighter at their station due to a documented

Fire Department policy, municipal ordinance and or union contract. the State only pays for the difference in the overtime above what the regular salary would be for the backfilling employee.

Discretionary Response: A response outside of the Fire Response Area within which the Cooperator may choose to respond, or assist the State, to suppress a wildland fire. Discretionary response may also be a request to respond to a wildland fire “out-of-area (outside the local dispatch zone).

EERA Equipment: Emergency Equipment Rental Agreement Equipment includes equipment rented to the State that is not fire apparatus as defined below. The EERA equipment is registered in OLAS using established rates.

Extended Attack: When wildland fire suppression activity goes beyond the first shift. The fire may be within Division of Forestry and Cooperator's agreed fire response area or may be considered “out-of-area” (outside the local dispatch zone).

Fire Apparatus: Fire engine, pumper, tender, tanker, brush rig, fire command vehicle, maintenance truck or such other rolling stock as is typically used by fire departments for fire suppression purposes.

Fire Response Area/ Mutual Aid/ Automatic Aid: An area which may include the Cooperator Service Area and areas of mutual aid response, within which the Cooperator agrees, within its ability, to promptly respond and act to suppress any wildland fire.

- Fire Response /Service Area: Geographic designated area where the Cooperator has fire responsibility. The Fire Response Area may or may not include all of the Service Area.
- Mutual Aid: An agreement where the Fire Department(s) has agreed to assist another department when requested
- Automatic Aid: An agreement for assistance. Assistance is dispatched automatically by contractual agreement between two fire departments, communities, or fire district.

Fire Stores: Items as needed to complete required minimum equipment inventory as specified in State's Cooperator Conditions of Hire, Chapter 7 of the Alaska Incident Business Management handbook (AIBMH).

Incident Command System: An emergency response management system defined by the National Incident Management System (NIMS), and endorsed by the Governor of Alaska via administrative Order 170.

OLAS: On-line Application System is used to register, hire, and track Cooperator Fire Apparatus and EERA Equipment. OLAS will be used in the future for the entering and tracking the Cooperative Agreements and AOPs submitted by Cooperators.

Rehab/ Refurb: Fire department is allowed up to 4 hours with Fire Manager Officer's approval for refurbishing and rehab of their equipment only for extended attack and or discretionary response wildland

fires.

Shift: Note this definition is a change from last year's definition. When responding to an initial attack wildland fire, the first shift for the fire department is shift after the first calendar day unless mutually decided by the State and fire department. One decision is when there is a break from unified command and the State has single command and the State is fiscally responsible. When requested by the State for a discretionary response outside of the fire departments service area or requested for an extended attack fire, the first shift begins at notification and or determined time. (If the State requests the fire department for the next day, the first shift starts the following day).

- Single shift: is when the apparatus has only one operator or crew members that work between 12 and 16 hours as noted in the Incident Action Plan.
- Double shift: Double Shift needs to be approved by the State of Alaska Fire Management Officer; the fire department supplies an apparatus with two separate operators or crew.

Unified Command: a method for all agencies or individuals who have jurisdictional responsibility and in some cases those who have functional responsibility at an incident to contribute to:

- Determining overall objectives for the incident
- Selection of a strategy to achieve the objectives
- Joint command of the incident for the first shift during initial attack

Wildland Fire: The uncontrolled burning of grass, brush, timber and other natural vegetative material.

3. Command of Incident

There is a presumption of Unified Command, by mutual consent pursuant to this Agreement for the first shift during initial attack, for the management of wildland fire incidents. The first responder on-scene shall assume functional command of the incident until the arrival of the other responder, after which a Unified Command will normally be established.

The Cooperator or State may, by mutual agreement, solely assume command of the incident, and shall be in command of personnel, fire apparatus and all other aspects of the fire suppression effort for the duration of the incident or until such resources are released.

4. Reimbursement and Status of Employees and Apparatus

The Cooperator may be reimbursed for performance under this Cooperative Fire Protection Agreement. The methods of reimbursement are:

- Cooperator Reimbursement: where actual costs of personnel and apparatus are reimbursed to the Cooperator.
- Combined Personnel and Apparatus Reimbursement (Lump Sum): where combined rate per daily and or double crew daily rate includes the established rate for both the personnel and apparatus.
- Direct Payment: where Cooperator personnel, as mutually agreed to by both the Cooperator and the State, are hired as Emergency Firefighters (EFF) by the State and paid directly; and apparatus is rented and paid directly to the Cooperator.

- All Cooperator apparatus and Emergency Equipment Rental Agreement (EERA) equipment must be registered in the Online Application System (OLAS) using established rates listed in OLAS, and the appropriate Conditions of Hire. Rates and Conditions of Hire forms are also included in the Alaska Incident Business Management Handbook.

In order to use the Cooperator Reimbursement method the Cooperator is responsible to-payroll their personnel and provide Worker's Compensation insurance as defined below. The pay scale of each of their employees along with the billing addresses and contacts must be provided in in the AOP.

In the event an AOP has not been signed by the State, rates paid for apparatus will not exceed the latest version of the rates listed in the Online Application System (OLAS) (See Cooperator Conditions of Hire for Wildland Fire Suppression Activities). For other Fire Department equipment not listed under Chapter 7 of the Alaska Incident Business Management Handbook see Chapter 6 Emergency Equipment Hiring. This equipment should be listed in OLAS.

State Division of Forestry employees remain employees of the State whether they work under the Cooperator or State command. Cooperator personnel may remain the responsibility of the Cooperator, or may become employees of the State though the Emergency Firefighter program, with the attendant pay and benefits, depending on which payment methods the Cooperator chooses.

A. Cooperator Reimbursement and Combined Reimbursement:

1. Cooperator Reimbursement: The Cooperator shall be responsible for payment of salary to Cooperator's personnel, including all lawful deductions, taxes, and insurance. The incident will post all equipment time on Emergency Equipment Use Invoices and personnel time on OF-288s that will be used as backup for the Cooperator invoice presented to the State for reimbursement. The cooperator shall be responsible for payment of all expenses related to operation of the apparatus. Upon receipt of an itemized bill the State shall reimburse the Cooperator, within 30 days, for actual costs of personnel, apparatus, and other reasonable and necessary expenses as allowed that are directly related to wildland fire suppression. Rates of reimbursement for personnel shall be documented by the Cooperator as an addendum to the AOP and/or itemized on invoices submitted to the State. Cooperator apparatus and EERA equipment reimbursement rates shall not exceed the rates listed in OLAS. Forestry will not pay administrative fees for personnel in excess of 13.5 % nor pay for backfill positions unless required by municipal ordinance, union contract, and/or written department policy. These costs will be billed as outlined above, and segregated from the deployed personnel. The Cooperator's request for reimbursement for each employee assigned to the deployment, the reimbursement request shall include:

- i. The request is on Cooperator's letterhead
- ii. Tax identification number.
- iii. The request should include the Cooperator's Benefits by percentages i.e. PERS, workers compensation, health insurance, etc. The Cooperator may waive some of the benefits associated costs if desired.

1. The name, rank and applicable pay rate
2. The number of base hours and overtime worked.
3. Employer's costs and benefits paid on base wages
4. The total charges to reimbursement.

Backfill reimbursement (see definition): The incident will reimburse all backfill overtime costs. The State only pays for the difference in the overtime above what the regular salary would be for the backfilling employee associated with the deployed employee(s). A requirement by municipal ordinance, union contract and or written department policy, the backfilled person is needed to maintain adequate staffing for the department.

5. These costs will be billed as outlined above, and segregated from the deployed personnel.
 6. Rates should be attached as an addendum to this document.
2. **Combined Reimbursement:** The Cooperator submits an invoice. This invoice lists one cost. This cost is for the pre-established combined apparatus and the personnel hourly, daily or double crewed rate. (This is similar to Contractor/ Vendor billing). As of January 2016, the State has not established a combined rate for Fire Departments.
- B. **Direct Payment:** The State shall be responsible for payment of salary directly to Cooperator's personnel hired as qualified EFF, including all lawful deduction, taxes, and insurance. Rates of pay and levels of classification shall be documented in the AOP. The State shall be responsible for payment to the Cooperator for apparatus and EERA equipment rental. Cooperator apparatus and EERA equipment reimbursement rates shall not exceed the rates listed in OLAS. Notice of employment as EFF, and hiring of apparatus and equipment will be affected by completion of appropriate hiring documents, or, if the emergency situation demands, notification of the responsible State Dispatch office that Cooperator employment and / or hiring has occurred. In the latter case, official documentation will be completed as soon as practical.

C. **Travel, Meals, and Lodging:** Travel time between the duty station, or fire station, and the incident is also reimbursable. Meals and lodging will be provided by the State for employees on assignment away from their Area.

- **Refeb/Rehab:** Fire department is allowed up to 4 hours with the Fire Management Officer's approval for refurbishing and rehab of their equipment only for extended attack and or discretionary response wildland fires. No other travel costs will be reimbursed.

5. Worker's Compensation

The Cooperator and the State are responsible for their own personnel Worker's Compensation. EFF are considered State employees.

6. Liability Insurance

The State is responsible for its own liability insurance and coverage.

The Cooperator is responsible for its own liability insurance and coverage, for work performed under this Agreement, and for work performed when no reimbursement or payment by the State under this Agreement is applicable.

State apparatus, including FEPP, loaned to a Contractor is covered by State liability insurance and coverage, regardless of whether or not the operator is State employee, provided the apparatus is utilized in the scope of permissive use. Permissive use is described as response to and operation on a wildland fire.

Liability is not covered for non-wildland fire use.

7. Fire Equipment Use

Upon discretionary assignment outside the Fire Response Area, the State will issue to the Cooperator fire stores as needed to complete the required minimum equipment inventory as specified in Cooperator Conditions of Hire: The Cooperator will maintain the fire equipment issued under this Agreement in an operable conditions. Issued equipment will be returned to the issuing Forestry Office upon completion of the assignment. The State will not hold the Cooperator accountable for consumable fire supplies.

If non-consumable fire stores become broken, or otherwise unusable, the Cooperator will return the damaged item, along with a statement of how the item was damaged, to the State for repair or replacement. If an item becomes lost or damaged as a result of negligence by the Cooperator, the Cooperator will be liable for replacement.

8. Training and Prevention

All Cooperator employees will be NWCG certified at a minimum of Wildland Firefighter 2, which includes an annual Fire line refresher Training and Work Capacity Test, when responding outside the Response Area. All personnel hired as EFF by Forestry must meet established NWCG physical fitness and training standard for the position hired. The state will provide wildfire training and prevention material to the Cooperator upon request.

9. Investigation

See Annual Operating Plan for investigation procedures.

10. Annual Operating Plan

As soon as practical after this Agreement is executed and annually thereafter prior to March 15 of each year, the Cooperator and the state Forester or his designee shall meet to negotiate an AOP. The subject matter of the AOP shall include what is needed to help define the operational details. At minimum the AOP should include mobilization procedures, a map or description of response area, training and qualifications, personnel rosters, contact information, education/ prevention/ investigation coordination procedures and radio frequencies (communication coordination).

11. Notification

The notification procedures are outlined in the Annual Operating Plan.

12. Parties Responsible for their own Acts

Each party agrees that it will be responsible for its own acts and the results thereof and each party shall not be responsible for the acts of the other party; and each party agrees will assume to itself risk and liability resulting from their own acts under this Agreement.

13. Permits and Laws

The parties shall acquire and maintain in good standing all permits, licenses and other entitlement necessary to the performance under this Agreement. All actions taken by the parties under this Agreement shall comply with all applicable laws, statutes, ordinances, rules and regulations.

14. Non-Waiver

The failure of the Cooperator or the State at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof to enforce each and every protection hereof.

15. Review and Modifications

The parties agree to review this Agreement every Five (5) years maximum. From time to time, the parties may agree to modifications in the scope of services to be performed under this agreement. All modifications to the Agreement shall be incorporated by written amendments to this Agreement and approved by all signatories prior to effect.

16. Fair Intent

This Agreement has been jointly drafted by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party.

17. Agreement Effective Date and Termination

This Agreement supersedes all other versions of this document and is effective as the date of last signature of the parties and remains in effect indefinitely unless terminated. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date, thereof, at least thirty (30) days before the effective date of such termination.

Cooperative Fire Protection Agreement Signatures

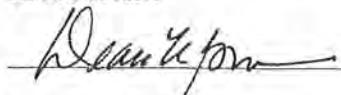
For the State



Area Forester

22 MAR 2018

Date



State Forester

3-22-2018

Date

Marlys Hagen, CPPO, CPSM, C.P.M. Digitally signed by Marlys
Hagen, CPPO, CPSM, C.P.M.
Date: 2018.03.27 09:51:37 -08'00'

DNR Procurement Officer

Date

For the Cooperator

City of Palmer

City Manager



14 MARCH 2018

Date

Date

Date