

Mayor Steven J. Carrington
Deputy Mayor Pamela Melin
Council Member Richard W. Best
Council Member Sabrena Combs
Council Member Brian Daniels
Council Member Pamela Melin
Council Member Jill Valerius

City Attorney Michael Gatti
City Manager John Moosey
City Clerk Shelly M. Acteson

City of Palmer, Alaska
Regular City Council Meeting
December 14, 2021, at 6:00 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 21-067:** Approving the Cancellation of the December 28, 2021, Regular MeetingPage 3
 - b) **Action Memorandum 21-069:** Confirming the Mayor's Nomination of Leighton Lee to the Airport Advisory Commission with Term Ending December 31, 2024Page 5
 - c) **Action Memorandum 21-070:** Confirming the Mayor's Nomination of Ryan Richard to the Parks and Recreation Advisory Board with Term Ending December 31, 2024Page 7
 - d) **Action Memorandum 21-071:** Confirming Casey Peterson and Josh Tudor to the Planning and Zoning Commission with Terms Ending December 31, 2024Page 9
 - e) **Information Memorandum 21-006:** Notice of Intent to Award General Counsel Legal ServicesPage 11
2. Approval of Minutes of Previous Meetings
 - a) November 9, 2021, Special and Regular MeetingsPage 17

E. COMMUNICATIONS AND APPEARANCE REQUESTS

F. REPORTS

1. City Manager's Report
2. Mayor's Report
3. City Clerk's Report
4. City Attorney's Report

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARINGS

1. **Resolution 21-039:** Designating Authorized Signatures for Check Signing Affecting Any and All Disbursements of the City Monies and Designating City Representatives Who are Authorized and Empowered to Execute and Deliver All Documentation and Instructions on City Investment Accounts
2. **Resolution 21-040:** Authorizing the City Manager to Suspend the February 1, 2022, Late Fee for Business License Applications Due to the Implementation of Online Business License and Sales Tax PlatformPage 27
3. **Resolution No. 22-001:** Adopting the 2022 City of Palmer Employee Pay Plan (2nd Public Hearing)
4. **Resolution No. 22-002:** Adopting the 2022 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022 (2nd Public Hearing)Page 55

5. **Resolution No. 22-003:** Adopting the 2022 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022 (2nd Public Hearing)Page 69
6. **Resolution No. 22-004:** Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022 (2nd Public Hearing)Page 83
7. **Resolution No. 22-005:** Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022, and Appropriating Monies (2nd Public Hearing)Page 89

I. UNFINISHED BUSINESS

J. NEW BUSINESS

1. **Action Memorandum 21-068:** Authorizing the City Manager to Execute a New Lease Agreement with Lazy Mountain Hangar, LLC, on Lease Lot 21, Block 3, Palmer Municipal Airport for the Purpose of Constructing a New Aircraft HangarPage 93
2. **Action Memorandum 21-072:** Approving Mayor Carrington’s resignation Council seat, declaring it vacant, and begin the process of filling the seat, Based on PMC 2.04.065Page 143
3. Discussion of PMC 2.30.010, Board of Economic Development compositionPage 145

K. RECORD OF ITEMS PLACED ON THE TABLE

L. AUDIENCE PARTICIPATION

M. EXECUTIVE SESSION

N. COUNCIL MEMBER COMMENTS

O. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Jan 11	Regular	6pm	
Jan 25	Regular	6pm	
Feb 08	Regular	6pm	
Feb 22	Regular	6pm	
Mar 08	Regular	6pm	
Mar 22	Regular	6pm	
Apr 12	Regular	6pm	
Apr 26	Regular	6pm	
May 10	Regular	6pm	
May 24	Regular	6pm	
Jun 14	Regular	6pm	

Attachment(s):

- None

Summary Statement:

Traditionally, the City Council has not held the second meeting in December. Currently there is no legislation scheduled for the December 28, 2021, meeting. Palmer Municipal Code 2.04.080 states "A regular meeting may be canceled by the council...".

**City of Palmer
Action Memorandum No. 21-069**

Subject: Confirming the Mayor's Nomination of Leighton Lee for Appointment to the Airport Advisory Commission with Term Ending December 31, 2024

Agenda of: December 14, 2021

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

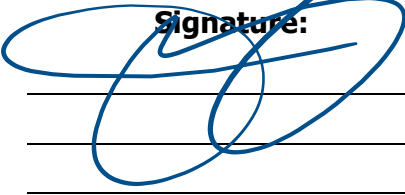
Originator Information:

Originator: Mayor Carrington via City Manager's Office

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ 750.00

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 750.00/year
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 03-01-10-6059
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- None

Summary Statement/Background:

The Airport Advisory Commission (AAC) is a seven-member board with two seats expiring December 31, 2021.

Public notice of this recruitment was posted on the City's website, published in The Frontiersman, advertised in the Chamber's weekly e-newsletter, and posted on the City of Palmer's social media sites.

One application was received, as noted below.

Applicant was:

1. Leighton Lee (currently serving)

The applicant met code requirements and after review, Leighton Lee is nominated for reappointment to fill one of the vacant seats.

Original applications are retained in the City Manager's Office.

Mayor's Recommendation:

To approve Action Memorandum No. 21-069.

**City of Palmer
Action Memorandum No. 21-070**

Subject: Confirming the Mayor's Nomination of Ryan Richard for Appointment to the Parks and Recreation Advisory Board with Term Ending December 31, 2024

Agenda of: December 14, 2021

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

Originator Information:

Originator: Mayor Carrington via City Manager's Office

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ **750.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ 750.00/year
<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>01-19-90-6059</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

Attachment(s):

➤ None

Summary Statement/Background:

The Parks and Recreation Advisory Board is a seven-member board with two seats expiring December 31, 2021.

Public notice of this recruitment was posted on the City's website, published in The Frontiersman, advertised in the Chamber's weekly e-newsletter, and posted on the City of Palmer's social media sites.

One application was received, as noted below.

Applicant was:

1. Ryan Richard (currently serving)

The applicant met code requirements and after review, Ryan Richard is nominated for reappointment to fill one of the vacant seats.

Original applications are retained in the City Manager's Office.

Mayor's Recommendation:

To approve Action Memorandum No. 21-070

**City of Palmer
Action Memorandum No. 21-071**

Subject: Confirming the Mayor's Nomination of Joshua Tudor and Casey Peterson for Appointment to the Planning and Zoning Commission with Terms Ending December 31, 2024

Agenda of: December 14, 2021

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

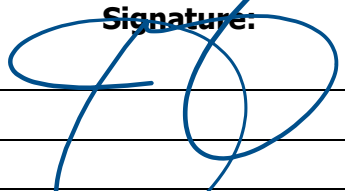
Originator Information:

Originator: Mayor Carrington via City Manager's Office

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ **1,500.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 1,500.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-01-12-6059
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- None

Summary Statement/Background:

The Planning and Zoning Commission is a seven-member board with two seats expiring December 31, 2021.

Public notice of this recruitment was posted on the City's website, published in The Frontiersman, advertised in the Chamber's weekly e-newsletter, and posted on the City of Palmer's social media sites.

Two applications were received, as noted below.

Applicants were:

1. Joshua Tudor (currently serving)
2. Casey Peterson (currently serving)

The applicants met code requirements and after review, Joshua Tudor and Casey Peterson are nominated for reappointment to fill one of the vacant seats.

Original applications are retained in the City Manager's Office.

Mayor's Recommendation:

To approve Action Memorandum No. 21-071.

**City of Palmer
Information Memorandum No. 21-006**

Subject: NOTICE OF INTENT TO AWARD – City of Palmer General Counsel Legal Services

Agenda of: December 14, 2021

Originator Information:

Originator: Mr. John Moosey, City Manager

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 (√):

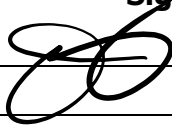
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: _____

Approved for Presentation By:

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

Attachment(s):

Notice Letter – Birch, Horton, Bittner, & Cherot
Notice Letter – Dillon & Findley, P.C.
Notice Letter – Jermain, Dunnagan, & Owens P.C.
Notice Letter – Sarah Heath Law, LLC

Summary Statement/Background:

Per AM 21-063 and in accordance with Palmer Municipal Code (PMC) 3.21.210, the City entered discussions with the most qualified proposer, Sarah Heath, LLC, and discussions resulted in a fair and reasonable contract.

December 3, 2021, in accordance with PMC 3.21.90, notice of intent to award was sent to all responding proposers.



John Moosey
City Manager

City of Palmer
231 W. Evergreen Ave.
Palmer, Alaska 99645-6952
(907) 761-1317
E-mail: jmoosey@palmerak.org
www.palmerak.org

December 9, 2021

Holly C. Wells
Birch, Horton, Bittner, & Cherot
510 L Street, Suite 700
Anchorage, AK 99501

Re: NOTICE OF INTENT TO AWARD – City of Palmer General Counsel Legal Services

Dear Ms. Wells,

This is the City of Palmer's Notice of Intent to Award the contract for City of Palmer General Counsel Legal Services to Sarah Heath, LLC, at the Palmer City Council meeting scheduled for 6:00 P.M., December 14, 2021, in the Council Chambers at Palmer City Hall, 231 W. Evergreen Avenue, in Palmer.

Four proposals were received.

In accordance with Palmer Municipal Code (PMC) 3.21.210, the City entered discussions with the most qualified proposer, Sarah Heath, LLC, and discussions resulted in a fair and reasonable contract. Discussions are concluded and reasonable access to the successful proposal will be available upon request in accordance with PMC 3.21.210 D.

In accordance with PMC 3.21.290 B., a protest based upon alleged improprieties in an intended award of a contract must be filed with the Palmer City Manager (with a copy previously served upon the intended awardee) within two business days after the issuance of this notice of intent to award - in this case, by 5 p.m., Monday, December 13, 2021. Failure to meet this timeline shall constitute a waiver of the protesting party's rights and a bar on any further action regarding this matter.

Sincerely,


John Moosey
City Manager

City of Palmer



John Moosey
City Manager

City of Palmer
231 W. Evergreen Ave.
Palmer, Alaska 99645-6952
(907) 761-1317
E-mail: jmoosey@palmerak.org
www.palmerak.org

December 9, 2021

Jessica Dillon
Dillon & Findley, P.C.
1049 W. 5th Avenue, Suite 100
Anchorage, AK 99501

Re: NOTICE OF INTENT TO AWARD – City of Palmer General Counsel Legal Services

Dear Ms. Dillon,

This is the City of Palmer's Notice of Intent to Award the contract for City of Palmer General Counsel Legal Services to Sarah Heath, LLC, at the Palmer City Council meeting scheduled for 6:00 P.M., December 14, 2021, in the Council Chambers at Palmer City Hall, 231 W. Evergreen Avenue, in Palmer.

Four proposals were received.

In accordance with Palmer Municipal Code (PMC) 3.21.210, the City entered discussions with the most qualified proposer, Sarah Heath, LLC, and discussions resulted in a fair and reasonable contract. Discussions are concluded and reasonable access to the successful proposal will be available upon request in accordance with PMC 3.21.210 D.

In accordance with PMC 3.21.290 B., a protest based upon alleged improprieties in an intended award of a contract must be filed with the Palmer City Manager (with a copy previously served upon the intended awardee) within two business days after the issuance of this notice of intent to award - in this case, by 5 p.m., Monday, December 13, 2021. Failure to meet this timeline shall constitute a waiver of the protesting party's rights and a bar on any further action regarding this matter.

Sincerely,


John Moosey
City Manager

City of Palmer



John Moosey
City Manager

City of Palmer
231 W. Evergreen Ave.
Palmer, Alaska 99645-6952
(907) 761-1317
E-mail: jmoosey@palmerak.org
www.palmerak.org

December 9, 2021

Max D. Holmquist
Jermain, Dunnagan & Owens, P.C.
3000 A Street, Suite 300
Anchorage, AK 99503

Re: NOTICE OF INTENT TO AWARD – City of Palmer General Counsel Legal Services

Dear Mr. Holmquist,

This is the City of Palmer's Notice of Intent to Award the contract for City of Palmer General Counsel Legal Services to Sarah Heath, LLC, at the Palmer City Council meeting scheduled for 6:00 P.M., December 14, 2021, in the Council Chambers at Palmer City Hall, 231 W. Evergreen Avenue, in Palmer.

Four proposals were received.

In accordance with Palmer Municipal Code (PMC) 3.21.210, the City entered discussions with the most qualified proposer, Sarah Heath, LLC, and discussions resulted in a fair and reasonable contract. Discussions are concluded and reasonable access to the successful proposal will be available upon request in accordance with PMC 3.21.210 D.

In accordance with PMC 3.21.290 B., a protest based upon alleged improprieties in an intended award of a contract must be filed with the Palmer City Manager (with a copy previously served upon the intended awardee) within two business days after the issuance of this notice of intent to award - in this case, by 5 p.m., Monday, December 13, 2021. Failure to meet this timeline shall constitute a waiver of the protesting party's rights and a bar on any further action regarding this matter.

Sincerely,


John Moosey
City Manager

City of Palmer



John Moosey
City Manager

City of Palmer
231 W. Evergreen Ave.
Palmer, Alaska 99645-6952
(907) 761-1317
E-mail: jmoosey@palmerak.org
www.palmerak.org

December 9, 2021

Sarah Heath
Sarah Heath Law, LLC
1700 E. Bogard Rd
Wasilla, AK 99654

Re: NOTICE OF INTENT TO AWARD – City of Palmer General Counsel Legal Services

Dear Ms. Heath,

This is the City of Palmer's Notice of Intent to Award the contract for City of Palmer General Counsel Legal Services to Sarah Heath, LLC, at the Palmer City Council meeting scheduled for 6:00 P.M., December 14, 2021, in the Council Chambers at Palmer City Hall, 231 W. Evergreen Avenue, in Palmer.

Four proposals were received.

In accordance with Palmer Municipal Code (PMC) 3.21.210, the City entered discussions with the most qualified proposer, Sarah Heath, LLC, and discussions resulted in a fair and reasonable contract. Discussions are concluded and reasonable access to the successful proposal will be available upon request in accordance with PMC 3.21.210 D.

In accordance with PMC 3.21.290 B., a protest based upon alleged improprieties in an intended award of a contract must be filed with the Palmer City Manager (with a copy previously served upon the intended awardee) within two business days after the issuance of this notice of intent to award - in this case, by 5 p.m., Monday, December 13, 2021. Failure to meet this timeline shall constitute a waiver of the protesting party's rights and a bar on any further action regarding this matter.

Sincerely,



John Moosey
City Manager

City of Palmer

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on November 9, 2021, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Steve Carrington, Deputy Mayor
Pamela Melin	Brian Daniels
Richard W. Best	Jill Valerius (on Zoom)
Sabrena Combs	

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (On Zoom)
Shelly M. Acteson, CMC, City Clerk	

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda as presented

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

E. AUDIENCE PARTICIPATION (3 minutes per person)

Brenda Shelden:

- Spoke in favor of funds to support the renovation of the tennis courts.

Matt Ketchum:

- Spoke in support of the tennis court renovation project.

Susan Brunner:

- Advocated for funds financial support of consistently utilized tennis courts.

Christie Wyzykowski:

- Emphasized the importance of tennis as a lifelong sport for individuals and requested support for the tennis court renovation project.

F. NEW BUSINESS

1. **Committee of the Whole:** Presentation of the 2022 Budget (Note: action may be taken by the Council following Committee of the Whole)
 - a. City of Palmer Budget
 - b. City of Palmer Pay Plan
 - c. City of Palmer Fee Schedule
 - d. City of Palmer Fine Schedule
 - e. City of Palmer Capital Improvement Program

Main Motion: To Enter Into Committee of the Whole

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

Chad Cameron, Fire Chief, Palmer Fire and Rescue provided an overview of the 2022 proposed budget for the department.

Dwayne Shelton, Chief of Police, provided an overview of the 2022 proposed budget for the department.

Frank Kelly, Airport Superintendent, provided an overview of the 2022 proposed budget for the department.

A brief question and answer period followed each presentation.

G. RECORDS OF ITEMS PLACED ON THE TABLE

Budget summary provided by Chief Cameron.

H. COUNCIL MEMBER COMMENTS

I. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:59 p.m.

Approved this ____ day of _____, 2021.

Shelly M. Acteson, CMC, City Clerk

Edna DeVries, Mayor

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on November 9, 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
Pamela Melin
Richard W. Best
Sabrina Combs

Steve Carrington, Deputy Mayor
Brian Daniels
Jill Valerius (on Zoom)

Staff in attendance were the following:

John Moosey, City Manager
Shelly M. Acteson, CMC

Michael Gatti, City Attorney (on Zoom)

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction and Setting a Public Hearing to November 23, 2021, for **Ordinance No. 21-019:** Amending Palmer Municipal Codes 2.04.080, 2.20.080, 2.22.080, 2.25.080, and 2.30.080 to modify the start time of meetings from 7:00 p.m. to 6:00 p.m.
 - b. Introduction and Setting a Public Hearing to November 23, 2021, for **Ordinance No. 21-020:** Amending the Palmer Municipal Code 3.16 Sales Tax, To Create Certain Uniform Provisions for the Collection and Remittance of Sales Tax in Alignment with the Alaska Remote Sellers Sales Tax Code PMC 3.16.300, Alaska Remote Sellers Sales Tax Code Adopted by Reference
2. Approval of Minutes of Previous Meetings
 - a. September 14, 2021, Regular Meeting

Main Motion: To Approve the Agenda and Consent Agenda, without the Minutes

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

E. COMMUNICATION AND APPEARANCE REQUESTS

1. Mayor DeVries read and presented a proclamation declaring November 27, 2021, as Small Business Saturday.
2. Ailis Vann, Executive Director, Palmer Chamber of Commerce, provided a brief overview of the Chamber's recent activities and upcoming events.

3. Julie Estey, senior Director of External Affairs & Strategic Initiatives, Matanuska Electric Association, presented an update on the Lucas Street Substation Project.

F. REPORTS

1. City Manager’s Report

City Manager Moosey reported the following:

- Reminded Council of upcoming Veteran’s Day activities.
- Trash would be picked up on Friday due to the holiday.
- Alaska Municipal League Conference; and
- COVID in-home test kits available at the library.

City Manager Moosey requested Council clarification regarding how and when the Council would like the Report from the law firm concerning the alleged release of previous confidential and privileged reports on Facebook. Council discussed the issue and agreed to allow City Manager Moosey to include the Report, if it’s completed in the packet for the November 23 Council Meeting.

2. City Clerk’s Report

City Clerk Shelly Acteson reported the following:

- Thanked Interim City Clerk Nichole Degner for her help during the transition.

3. Mayor’s Report

- Mayor DeVries notes she would start as the newly elected Borough Mayor on November 22, 2021; and
- Noted she had negotiated a viable contract for legal services with Heath Law, LLC, and Council would bring an action memorandum forward during the next meeting to approve the contract

Main Motion: To Direct the City Manager to Provide Legislation during the next meeting to Sign and Execute a Professional Service Agreement with Heath Law, LLC for Legal Services

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

4. City Attorney’s Report

Attorney Gatti had no comments.

G. AUDIENCE PARTICIPATION

Mike Coons:

- Commented on his distrust with local and national elections.
- Spoke in favor of utilizing the hand count method during the past election and voter integrity.
- Requested that Council stand with Senator Shower and push for SB39.

Jack Snodgrass:

- Provided Council with a memo explaining a potential problem with the City’s recent RFP approval process during the selection of legal services.

Jackie Goforth:

- Spoke of the importance of Resolution 21-10, Code of Ethics.
- Requested that Council adhere to the requirements of the resolution.

Michelle Kruger:

- Stated that several Council members had violated the City Code of Ethics:
- Read a recall petition summary statement.

H. PUBLIC HEARINGS

I. UNFINISHED BUSINESS

J. NEW BUSINESS

1. Committee of the Whole: Presentation of the 2022 Budget

The Council did not enter into Committee of the Whole

Discussion ensued regarding the public request for City funds to maintain and upgrade to the tennis courts and the ball fields.

K. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk reported the following document was Placed on the Table:

- Memo from Jack Snodgrass.

L. AUDIENCE PARTICIPATION

Mike Coons:

- Quoted the City Code of Ethics and requested Council act for alleged violations by Council members through censure or recall.

Jackie Goforth:

- Read Facebook posts aloud, citing Council member comments.
- Commented on the number of genders, and Rules for Radicals number 8.

Erik Anderson:

- Recommended that Council allocate additional funds for more streetlights, roads, infrastructure needs.
- Consider different revenue streams for future City projects, including purchasing an additional Zamboni.

Sam Dinges, Executive Director, Palmer Museum:

- Thanked the Council for continued support for the Museum/Visitor Center.

M. EXECUTIVE SESSION

The Council did not hold an Executive Session.

N. COUNCIL COMMENTS

Council Member Valerius:

- Thanked the Fire Chief and the other presenters.
- Wished Mayor DeVries good luck in her new position as the Mat-Su Borough Mayor.

Council Member Daniels:

- Thanked the Fire Chief Shelton and the other presenters for their thorough presentations.
- Congratulated Mayor DeVries on her new position.

Council Member Melin:

- Expressed appreciation to all the meeting attendees and presenters.
- Congratulated Mayor DeVries.
- Thanked the audience for participating.
- Requested Council support to hold the members of the Council who violated the Open Meetings Act (OMA) accountable through the City Code of Ethics document. Council Member Best seconded the motion and requested that the issue be brought forth after January 1, 2022.

Discussion followed between the Council and the City Attorney regarding Council Member Melin's request.

Council member Combs:

- Thanked the presenters
- Requested Council support to remain on the Alaska Municipal League's (AML) Executive Board of Directors as Secretary/Treasurer and noted the AML Conference starts next week. Council Member Valerius offered support of Combs' request.

Council Member Best objected and requested a Council vote on Council Member Combs' request to remain on the AML Board.

Discussion followed between the Council and the Attorney about the best path forward regarding Combs' request.

Main Motion: To Allow Council Member Combs to Continue to Represent the City of Palmer on the AML Board of Directors

Moved by:	Requested by Combs
Seconded by:	Objection raised by Best
Vote:	No – 4, Yes-3; Valerius, Daniels, and Combs in favor
Action:	Motion Failed

Council Member Best:

- Asked for the Council member currently the subject of recall petition to submit their resignations.

O. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:54 p.m.

Approved this ____ day of _____, 2021.

Shelly M. Acteson, CMC, City Clerk

Edna B. DeVries, Mayor

**City of Palmer
Resolution No. 21-039**

Subject: Designating Authorized Signatures for Check Signing Affecting Any and All Disbursements of the City Monies and Designating City Representatives Who are Authorized and Empowered to Execute and Deliver All Documentation and Instructions on City Investment Accounts

Agenda of: December 14, 2021

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

Originator Information:

Originator: Gina Davis, Finance Director

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 (√):


- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Resolution No. 21-039

Summary Statement/Background:

The City of Palmer has a new mayor, Steve Carrington.

This resolution will allow Mayor Steve Carrington to become a check signer on the general checking account, Palmer construction account and manage City investments to maximize City investment earnings while maintaining safety and liquidity in accordance with the City's Investment Policy.

Administration's Recommendation:

Approve Resolution No. 21-039

LEGISLATIVE HISTORY

Introduced by: Manager Moosey
Date: December 14, 2021
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 21-039

A Resolution of the Palmer City Council Designating Authorized Signatures for Check Signing Affecting Any and All Disbursements of City Monies and Designating City Representatives Who Are Authorized and Empowered to Execute and Deliver All Documentation and Instructions on City Investment Accounts

WHEREAS, Steve Carrington was appointed Mayor of the City of Palmer on November 23, 2021; and

WHEREAS, John Moosey was appointed by the Council to serve as City Manager on June 15, 2020; and

WHEREAS, Gina Davis was hired as the City of Palmer Finance Director on April 24, 2017; and

WHEREAS, Michele Tefft was hired as the City of Palmer Finance Manager on July 17, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby designates authorized signatures for check signing affecting any and all disbursements of City monies.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby makes effective December 14, 2021, two of the following signatures will be placed on each check and the following individuals are authorized and empowered to execute and deliver all documentation and instruction on City Investment Accounts:

1. Steve Carrington
2. John Moosey
3. Gina Davis
4. Michele Tefft

Approved by the Palmer City Council this 14th day of December, 2021.

Steve Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk

**City of Palmer
Resolution No. 21-040**

Subject: Authorizing the City Manager to Suspend the February 1, 2022, Late Fee for Business License Applications Due to the Implementation of Online Business License and Sales Tax Platform

Agenda of: December 14, 2021

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

Originator Information:

Originator: Gina Davis, Finance Director

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: \$ **1,000.00**

This legislation (√):

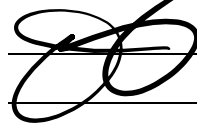
- Creates revenue in the amount of: \$ Loss in Revenue
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Resolution No. 21-040

Summary Statement/Background:

City of Palmer business license for annual business license holders expires on 12/31 of each year. The City allows businesses to renew their City business license without accruing late fees until January 31 of the new calendar year. Starting on February 1 of the new calendar year, a \$25.00 late fee is assessed for business licenses not renewed prior to February 1. Annually the City collects close to \$1,000 in business license penalty and interest in the month of February.

The implementation of the City's Online Business License and Sales Tax software is after the close of the 12/31/2021 calendar year. There is a two-week period before we can actually start using the online system, which will be mid-January. It would be beneficial to give our businesses ample time to get registered in the online system and apply for their 2022 business license. Allowing City businesses to not incur a late fee until March 1, 2022, would allow for both businesses and staff to become more familiar with the online system.

Administration's Recommendation:

Approve Resolution No. 21-040

LEGISLATIVE HISTORY

Introduced by: Manager Moosey
Date: December 14, 2021
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 21-040

A Resolution of the Palmer City Council Authorizing the City Manager to Suspend the February 1, 2022, Late Fee for Business License Applications Due to the Implementation of Online Business License and Sales Tax Platform

WHEREAS, the City of Palmer business licenses expire as of the end of the calendar year; and

WHEREAS, the City has a grace period through January 31, for businesses to renew their annual business license without incurring a late fee; and

WHEREAS, the implementation of online business license and sales tax filing platform will occur mid-January and the City would like to extend the grace period for renewal of business license for 2022 through February 28, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby suspends the February 1 late fee for annual business license applications.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby extends the grace period for renewing the City’s 2022 annual business license to February 28, 2022. This resolution is to take effect on January 1, 2022.

Approved by the Palmer City Council this ____ day of _____, 2021.

Steve Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey

Date: October 19, 2021

Public Hearing: October 19, 2021

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 22-001

A Resolution of the Palmer City Council Adopting the City of Palmer Employee Pay Plan

WHEREAS, the City of Palmer wishes to approve the attached pay plan for the compensation of employees;

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby amends its employee compensation pay plan by adopting the attached "City of Palmer Pay Plan-January 1, 2022" with effective date of the pay plan to be January 1, 2022.

Approved by the Palmer City Council this 14th day of December, 2021.

Edna B. DeVries, Mayor

Shelly Acteson, CMC, City Clerk

CITY OF PALMER PAY PLAN -- January 1, 2022

Implement: 01/01/2022

Council Approved: 12/14/2021

LEVEL	Level Classification by Job Title	Steps									Longevity Steps*					
		1	2	3	4	5	6	7	8	9	A	B	C	D	E	F
1	Hourly	11.73	12.17	12.61	13.07	13.57	14.06	14.58	15.12	15.69	16.19	16.72	17.27	17.85	18.44	19.05
	Bi-weekly	938.40	973.60	1008.80	1045.60	1085.60	1124.80	1166.40	1209.60	1255.20	1295.20	1337.60	1381.60	1428.00	1475.20	1524.00
	Annual	24,398	25,314	26,229	27,186	28,226	29,245	30,326	31,450	32,635	33,675	34,778	35,922	37,128	38,355	39,624
2	Hourly	13.28	13.76	14.28	14.80	15.36	15.92	16.52	17.15	17.79	18.38	18.98	19.61	20.25	20.93	21.63
	Bi-weekly	1062.40	1100.80	1142.40	1184.00	1228.80	1273.60	1321.60	1372.00	1423.20	1470.40	1518.40	1568.80	1620.00	1674.40	1730.40
	Annual	27,622	28,621	29,702	30,784	31,949	33,114	34,362	35,672	37,003	38,230	39,478	40,789	42,120	43,534	44,990
3	Hourly	14.80	15.36	15.92	16.52	17.15	17.79	18.46	19.16	19.88	20.54	21.22	21.93	22.66	23.42	24.21
	Bi-weekly	1184.00	1228.80	1273.60	1321.60	1372.00	1423.20	1476.80	1532.80	1590.40	1643.20	1697.60	1754.40	1812.80	1873.60	1936.80
	Annual	30,784	31,949	33,114	34,362	35,672	37,003	38,397	39,853	41,350	42,723	44,138	45,614	47,133	48,714	50,357
4	Hourly	16.30	16.91	17.55	18.21	18.90	19.61	20.35	21.13	21.93	22.66	23.41	24.21	25.02	25.86	26.73
	Bi-weekly	1304.00	1352.80	1404.00	1456.80	1512.00	1568.80	1628.00	1690.40	1754.38	1812.80	1872.80	1936.80	2001.60	2068.80	2138.40
	Annual	33,904	35,173	36,504	37,877	39,312	40,789	42,328	43,950	45,614	47,133	48,693	50,357	52,042	53,789	55,598
5	Hourly	17.86	18.54	19.24	19.97	20.73	21.52	22.33	23.19	24.07	24.89	25.72	26.59	27.48	28.41	29.37
	Bi-weekly	1428.80	1483.20	1539.20	1597.60	1658.40	1721.60	1786.40	1855.20	1925.60	1991.20	2057.60	2127.20	2198.40	2272.80	2349.60
	Annual	37,149	38,563	40,019	41,538	43,118	44,762	46,446	48,235	50,066	51,771	53,498	55,307	57,158	59,093	61,090
6	Hourly	19.41	20.14	20.90	21.70	22.53	23.38	24.28	25.21	26.17	27.06	27.97	28.91	29.89	30.90	31.95
	Bi-weekly	1552.80	1611.20	1672.00	1736.00	1802.40	1870.40	1942.40	2016.80	2093.60	2164.80	2237.60	2312.80	2391.20	2472.00	2556.00
	Annual	40,373	41,891	43,472	45,136	46,862	48,630	50,502	52,437	54,434	56,285	58,178	60,133	62,171	64,272	66,456
7	Hourly	20.94	21.74	22.57	23.42	24.33	25.27	26.22	27.23	28.28	29.24	30.23	31.25	32.31	33.41	34.54
	Bi-weekly	1675.20	1739.20	1805.60	1873.60	1946.40	2021.60	2097.60	2178.40	2262.40	2339.20	2418.40	2500.00	2584.80	2672.80	2763.20
	Annual	43,555	45,219	46,946	48,714	50,606	52,562	54,538	56,638	58,822	60,819	62,878	65,000	67,205	69,493	71,843
8	Hourly	22.47	23.32	24.22	25.14	26.11	27.12	28.16	29.24	30.37	31.40	32.46	33.56	34.69	35.87	37.09
	Bi-weekly	1797.60	1865.60	1937.60	2011.20	2088.80	2169.60	2252.80	2339.20	2429.60	2512.00	2596.80	2684.80	2775.20	2869.60	2967.20
	Annual	46,738	48,506	50,378	52,291	54,309	56,410	58,573	60,819	63,170	65,312	67,517	69,805	72,155	74,610	77,147
9	Hourly	24.01	24.94	25.88	26.88	27.92	29.01	30.13	31.30	32.51	33.61	34.75	35.94	37.15	38.42	39.73
	Bi-weekly	1920.80	1995.20	2070.40	2150.40	2233.60	2320.80	2410.40	2504.00	2600.80	2688.80	2780.00	2875.20	2972.00	3073.60	3178.40
	Annual	49,941	51,875	53,830	55,910	58,074	60,341	62,670	65,104	67,621	69,909	72,280	74,755	77,272	79,914	82,638
10	Hourly	25.53	26.52	27.54	28.60	29.71	30.85	32.05	33.29	34.59	35.76	36.99	38.24	39.55	40.90	42.30
	Bi-weekly	2042.40	2121.60	2203.20	2288.00	2376.80	2468.00	2564.00	2663.20	2767.20	2860.80	2959.20	3059.20	3164.00	3272.00	3384.00
	Annual	53,102	55,162	57,283	59,488	61,797	64,168	66,664	69,243	71,947	74,381	76,939	79,539	82,264	85,072	87,984
11	Hourly	27.07	28.11	29.19	30.31	31.49	32.71	33.98	35.30	36.67	37.92	39.21	40.55	41.93	43.36	44.84
	Bi-weekly	2165.60	2248.80	2335.20	2424.80	2519.20	2616.80	2718.40	2824.00	2933.60	3033.60	3136.80	3244.00	3354.40	3468.80	3587.20
	Annual	56,306	58,469	60,715	63,045	65,499	68,037	70,678	73,424	76,274	78,874	81,557	84,344	87,214	90,189	93,267
12	Hourly	33.92	35.24	36.61	38.03	39.51	41.05	42.65	44.32	46.04	47.62	49.26	50.94	52.70	54.51	56.38
	Bi-weekly	2713.60	2819.20	2928.80	3042.40	3160.80	3284.00	3412.00	3545.60	3683.20	3809.60	3940.80	4075.20	4216.00	4360.80	4510.40
	Annual	70,554	73,299	76,149	79,102	82,181	85,384	88,712	92,186	95,763	99,050	102,461	105,955	109,616	113,381	117,270

*Pay Increments for Longevity

Step A	When an employee reaches step A, B or C of their assigned pay level, the employee shall remain at step A, B or C for two (or more) years. When the employee completes two (or more) years at step A, B, or C the employee moves to step B, C or D of the Pay Plan and is eligible for the increase indicated in step B, C or D; provided the employee received an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continuously as a regular fulltime or part-time employee.
Step B	
Step C	

Step D	When an employee reaches step D or E of their assigned pay level, the employee shall remain at step D or E for three (or more) years. When the employee completes three (or more) years at step D or E, the employee moves to step E or F of the Pay Plan and is eligible for the increase indicated in step E or F; provided the employee received an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continuously as a regular fulltime or part-time employee.
Step E	
Step F	

Note: Employees in longevity are prohibited from skipping steps and must remain at each step as indicated.

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

	Steps (Level 1)								
	1	2	3	4	5	6	7	8	9
Hourly	11.73	12.17	12.61	13.07	13.57	14.06	14.58	15.12	15.69
Bi-weekly	938.40	973.60	1008.80	1045.60	1085.60	1124.80	1166.40	1209.60	1255.20
Annual	24,398	25,314	26,229	27,186	28,226	29,245	30,326	31,450	32,635

***Longevity Increments**

	A	B	C	D	E	F
Hourly	16.19	16.72	17.27	17.85	18.44	19.05
Bi-weekly	1295.20	1337.60	1381.60	1428.00	1475.20	1524.00
Annual	33,675	34,778	35,922	37,128	38,355	39,624

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 2	
Job Title:	Ice Arena Attendant
Number of Authorized Full-Time Positions:	0
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	4 @ .05
Number of Authorized Seasonal Positions:	2 @ .50
Total Number of Positions for Ice Arena Attendant:	1.20
Job Title:	Janitor/Light Maintenance
Number of Authorized Full-Time Positions:	2
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Janitor/Light Maintenance:	2
Job Title:	Library Technician
Number of Authorized Full-Time Positions:	0
Number of Authorized Part-Time Positions:	4 @ .50
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	9 @ .075
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Library Technician:	2.675
Job Title:	Groundskeeper/Light Maintenance
Number of Authorized Full-Time Positions:	0
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	4 @ .30; 2 @ .40; 2 @ .35
Total Number of Positions for Groundskeeper:	2.70
Total Number of FTE for this Level:	8.575

**2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001**

	Steps (Level 2)								
	1	2	3	4	5	6	7	8	9
Hourly	13.28	13.76	14.28	14.80	15.36	15.92	16.52	17.15	17.79
Bi-weekly	1062.40	1100.80	1142.40	1184.00	1228.80	1273.60	1321.60	1372.00	1423.20
Annual	27,622	28,621	29,702	30,784	31,949	33,114	34,362	35,672	37,003

***Longevity Increments**

	A	B	C	D	E	F
Hourly	18.38	18.98	19.61	20.25	20.93	21.63
Bi-weekly	1470.40	1518.40	1568.80	1620.00	1674.40	1730.40
Annual	38,230	39,478	40,789	42,120	43,534	44,990

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 3

Job Title:	Receptionist & Cashier PT
Number of Authorized Full-Time Positions:	0
Number of Authorized Part-Time Positions:	1 @ .50
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Receptionist & Cashier PT:	.50
Job Title:	Library Specialist
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Library Specialist:	1
Total Number of Positions for this Level:	1.50

		Steps (Level 3)								
		1	2	3	4	5	6	7	8	9
Hourly	14.80	15.36	15.92	16.52	17.15	17.79	18.46	19.16	19.88	
Bi-weekly	1184.00	1228.80	1273.60	1321.60	1372.00	1423.20	1476.80	1532.80	1590.40	
Annual	30,784	31,949	33,114	34,362	35,672	37,003	38,397	39,853	41,350	

*** Longevity Increments**

		A	B	C	D	E	F
Hourly	20.54	21.22	21.93	22.66	23.42	24.21	
Bi-weekly	1643.20	1697.60	1754.40	1812.80	1873.60	1936.80	
Annual	42,723	44,138	45,614	47,133	48,714	50,357	

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 4

Job Title: Administrative Assistant: Library PT

Number of Authorized Full-Time Positions: 0

Number of Authorized Part-Time Positions: 1 @ .70

Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)): 0

Number of Authorized Seasonal Positions: 0

Total Number of Positions for Administrative Assistant: .70

Total Number of Positions for this Level: .70

Steps (Level 4)

	1	2	3	4	5	6	7	8	9
Hourly	16.30	16.91	17.55	18.21	18.90	19.61	20.35	21.13	21.93
Bi-weekly	1304.00	1352.80	1404.00	1456.80	1512.00	1568.80	1628.00	1690.40	1754.38
Annually	33,904	35,173	36,504	37,877	39,312	40,789	42,328	43,950	45,614

***Longevity Increments**

	A	B	C	D	E	F
Hourly	22.66	23.41	24.21	25.02	25.86	26.73
Bi-weekly	1812.80	1872.80	1936.80	2001.60	2068.80	2138.40
Annual	47,133	48,693	50,357	52,042	53,789	55,598

2022 City of Palmer Expanded Pay Plan Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 5

	Administrative Assistant – Community Development, Public Safety, Public Works, Mayor Council Clerk, City Manager
Job Title:	4
Number of Authorized Full-Time Positions:	1 @ .50
Number of Authorized Part-Time Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Administrative Assistant:	4.50
Job Title:	Library Assistant
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Library Assistant:	1
Job Title:	Receptionist & Cashier
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Receptionist & Cashier:	1
Job Title:	Arena Operations
Number of Authorized Full-Time Positions:	0
Number of Authorized Part-Time Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	1 @ .50
Total Number of Positions for Arena Operations:	.50
Job Title:	Arena Specialist
Number of Authorized Full-Time Positions:	0
Number of Authorized Part-Time Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	1 @ .50
Total Number of Positions for Arena Specialist:	.50

2022 City of Palmer Expanded Pay Plan Adopted by Resolution No. 22-001

Number of Authorized On-Call Positions	1	Job Title: Groundskeeper Foreman
Number of Authorized Full-Time Positions:	0	
Number of Authorized Part-Time Positions:	0	
Number of Authorized Seasonal Positions:	0	
Total Number of Positions for Groundskeeper Foreman:	1	
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	2 @ .25	Job Title: Maintenance Worker
Number of Authorized Full-Time Positions:	0	
Number of Authorized Part-Time Positions:	0	
Number of Authorized Seasonal Positions:	0	
Total Number of Positions for Maintenance Worker:	2.50	
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0	Job Title: Community Development Specialist
Number of Authorized Full-Time Positions:	1	
Number of Authorized Part-Time Positions:	0	
Number of Authorized Seasonal Positions:	0	
Total Number of Positions for Community Development Specialist:	1	
Total Number of Positions for this Level:	12.00	

		Steps (Level 5)								
		1	2	3	4	5	6	7	8	9
Hourly	17.86	18.54	19.24	19.97	20.73	21.52	22.33	23.19	24.07	
Bi-weekly	1428.80	1483.20	1539.20	1597.60	1658.40	1721.60	1786.40	1855.20	1925.60	
Annually	37,149	38,563	40,019	41,538	43,118	44,762	46,446	48,235	50,066	

***Longevity Increments**

		A	B	C	D	E	F
Hourly	24.89	25.72	26.59	27.48	28.41	29.37	
Bi-weekly	1991.20	2057.60	2127.20	2198.40	2272.80	2349.60	
Annual	51,771	53,498	55,307	57,158	59,093	61,090	

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 6	
	Accounting Technician I
Number of Authorized Full-Time Positions:	3
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Accounting Technician 1:	3
	Dispatcher I (probation 18 months then II)
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Dispatcher 1:	1
	Library Services Coordinator
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Library Service Coordinator:	1
	Evidence and Records Custodian
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Evidence and Records Custodian:	1
	Water and Waste Water Operator I
Number of Authorized Full-Time Positions:	4
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Number of Authorized Temporary Full-Time Positions:	1
Total Number of Positions for Water and Waste Water Operator I:	5

**2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001**

Job Title:		Solid Waste Collector								
Number of Authorized Full-Time Positions:		1								
Number of Authorized Part-Time Positions:		0								
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):		0								
Number of Authorized Seasonal Positions:		0								
Total Number of Positions for Solid Waste Collector:		1								
Total Number of Positions for this Level:		12								

	Steps (Level 6)								
	1	2	3	4	5	6	7	8	9
Hourly	19.41	20.14	20.90	21.70	22.53	23.38	24.28	25.21	26.17
Bi-weekly	1552.80	1611.20	1672.00	1736.00	1802.40	1870.40	1942.40	2016.80	2093.60
Annually	40,373	41,891	43,472	45,136	46,862	48,630	50,502	52,437	54,434

***Longevity Increments**

	A	B	C	D	E	F
Hourly	27.06	27.97	28.91	29.89	30.90	31.95
Bi-weekly	2164.80	2237.60	2312.80	2391.20	2472.00	2556.00
Annual	56,285	58,178	60,133	62,171	64,272	66,456

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 7	
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	Building Inspector
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Building Inspector:	1
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	Dispatcher II
Number of Authorized Full-Time Positions:	5
Number of Authorized Part-Time Positions:	0
Number of Authorized Seasonal Positions:	3 @ .15
Total Number of Positions for Dispatcher II:	5.45
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	Equipment Operator
Number of Authorized Full-Time Positions:	3
Number of Authorized Part-Time Positions:	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Equipment Operator:	1 @ .5
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	Mechanic
Number of Authorized Full-Time Positions:	3.50
Number of Authorized Part-Time Positions:	2
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Mechanic:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	Police Officer I
Number of Authorized Full-Time Positions:	2
Number of Authorized Part-Time Positions:	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Police Officer I:	0

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Job Title:	Support Services Specialist
Number of Authorized Full-Time Positions:	0
Number of Authorized Part-Time Positions:	1 @ .50
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Support Services Specialist:	.50
Job Title:	Utility Meter Reader/Laborer
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Utility Meter Reader/Laborer:	1
Job Title:	Water & Waste Water Operator II
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Water & Waste Water Operator II:	1
Total Number of Positions for this Level:	17.05

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

	1	2	3	4	Steps (Level 7)					9
					5	6	7	8		
Hourly	20.94	21.74	22.57	23.42	24.33	25.27	26.22	27.23		28.28
Bi-weekly	1675.20	1739.20	1805.60	1873.60	1946.40	2021.60	2097.60	2178.40		2262.40
Annually	43,555	45,219	46,946	48,714	50,606	52,562	54,538	56,638		58,822

***Longevity Increments**

	A	B	C	D	E	F
Hourly	29.24	30.23	31.25	32.31	33.41	34.54
Bi-weekly	2339.20	2418.40	2500.00	2584.80	2672.80	2763.20
Annually	60,819	62,878	65,000	67,205	69,493	71,843

2022 City of Palmer Expanded Pay Plan Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 8

Job Title: Accounting Technician II

Number of Authorized Full-Time Positions: 1

Number of Authorized Part-Time Positions: 0

Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)): 0

Number of Authorized Seasonal Positions: 0

Total Number of Positions for Accounting Technician II: 1

Job Title: Deputy City Clerk

Number of Authorized Full-Time Positions: 0

Number of Authorized Part-Time Positions: 1 @ .70

Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)): 0

Number of Authorized Seasonal Positions: 0

Total Number of Positions for Deputy City Clerk: .70

Total Number of FTE for this Level: 1.70

		Steps (Level 8)								
		1	2	3	4	5	6	7	8	9
Hourly	22.47	23.32	24.22	25.14	26.11	27.12	28.16	29.24	30.37	
Bi-weekly	1797.60	1865.60	1937.60	2011.20	2088.80	2169.60	2252.80	2339.20	2429.60	
Annually	46,738	48,506	50,378	52,291	54,309	56,410	58,573	60,819	63,170	

* Longevity Increments

	A	B	C	D	E	F
Hourly	31.40	32.46	33.56	34.69	35.87	37.09
Bi-weekly	2512.00	2596.80	2684.80	2775.20	2869.60	2967.20
Annual	65,312	67,517	69,805	72,155	74,610	77,147

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 9	
Job Title:	Parks & Facility Manager
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Parks & Facility Manager:	1
Job Title:	Dispatch Supervisor
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Dispatch Supervisor:	1
Job Title:	Fire Prevention Officer
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Fire Prevention Officer:	1
Job Title:	Fire Training Coordinator
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Fire Training Coordinator:	1
Job Title:	Police Officer II
Number of Authorized Full-Time Positions:	8
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	2 @ .20
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Police Officer II:	8.40

**2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001**

Job Title: Utility Foreman

Number of Authorized Full-Time Positions: 1

Number of Authorized Part-Time Positions: 0

Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)): 0

Number of Authorized Seasonal Positions: 0

Total Number of Positions for Utility Foreman: 1

Total Number of Positions for this Level: 13.40

	1	2	3	4	5	6	7	8	9
Hourly	24.01	24.94	25.88	26.88	27.92	29.01	30.13	31.30	32.51
Bi-weekly	1920.80	1995.20	2070.40	2150.40	2233.60	2320.80	2410.40	2504.00	2600.81
Annually	49,941	51,875	53,830	55,910	58,074	60,341	62,670	65,104	67,621

***Longevity Increments**

	A	B	C	D	E	F
Hourly	33.61	34.75	35.94	37.15	38.42	39.73
Bi-weekly	2688.80	2780.00	2875.20	2972.00	3073.60	3178.40
Annual	69,909	72,280	74,755	77,272	79,914	82,638

2022 City of Palmer Expanded Pay Plan Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 10

Job Title:	Library Director
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Library Director:	1
Job Title:	Police Detective Sergeant
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Police Detective Sergeant:	1
Job Title:	Police Sergeant
Number of Authorized Full-Time Positions:	2
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Police Sergeant:	2
Total Number of Positions for this Level:	4

		Steps (Level 10)								
		1	2	3	4	5	6	7	8	9
Hourly	25.53	26.52	27.54	28.60	29.71	30.85	32.05	33.29	34.59	
Bi-weekly	2042.40	2121.60	2203.20	2288.00	2376.80	2468.00	2564.00	2663.20	2767.20	
Annually	53,102	55,162	57,283	59,488	61,797	64,168	66,664	69,243	71,947	

*Longevity Increments

		A	B	C	D	E	F
Hourly	35.76	36.99	38.24	39.55	40.90	42.30	
Bi-weekly	2860.80	2959.20	3059.20	3164.00	3272.00	3384.00	
Annual	74,381	76,939	79,539	82,264	85,072	87,984	

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 11

	Job Title:	Airport Superintendent
Number of Authorized Full-Time Positions:		1
Number of Authorized Part-Time Positions:		0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):		0
Number of Authorized Seasonal Positions:		0
Total Number of Positions for Airport Superintendent:		1
	Job Title:	Maintenance Superintendent
Number of Authorized Full-Time Positions:		1
Number of Authorized Part-Time Positions:		0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):		0
Number of Authorized Seasonal Positions:		0
Total Number of Positions for Maintenance Superintendent:		1
	Job Title:	Commander
Number of Authorized Full-Time Positions:		1
Number of Authorized Part-Time Positions:		0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):		0
Number of Authorized Seasonal Positions:		0
Total Number of Positions for Commander:		1
	Job Title:	Finance Manager
Number of Authorized Full-Time Positions:		1
Number of Authorized Part-Time Positions:		0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):		0
Number of Authorized Seasonal Positions:		0
Total Number of Positions for Finance Manager:		1
	Job Title:	Human Resources Manager
Number of Authorized Full-Time Positions:		1
Number of Authorized Part-Time Positions:		0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):		0
Number of Authorized Seasonal Positions:		0
Total Number of Positions for Human Resources Manager:		1
Total Number of Positions for this Level:		5

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

	Steps (Level 11)								
	1	2	3	4	5	6	7	8	9
Hourly	27.07	28.11	29.19	30.31	31.49	32.71	33.98	35.30	36.67
Bi-weekly	2165.60	2248.80	2335.20	2424.80	2519.20	2616.80	2718.40	2824.00	2933.60
Annually	56,306	58,469	60,715	63,045	65,499	68,037	70,678	73,424	76,274

***Longevity Increments**

	A	B	C	D	E	F
Hourly	37.92	39.21	40.55	41.93	43.36	44.84
Bi-weekly	3033.60	3136.80	3244.00	3354.40	3468.80	3587.20
Annual	78,874	81,557	84,344	87,214	90,189	93,267

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Level (Based on the Classification Plan): 12	
	Chief of Police
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Chief of Police:	1
	Director of Community Development
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Director of Community Development:	1
	Director of Finance
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Director of Finance:	1
	Director of Public Works
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Director of Public Works:	1
	Fire Chief
Number of Authorized Full-Time Positions:	1
Number of Authorized Part-Time Positions:	0
Number of Authorized On-Call Positions (Based on full-time equivalency (FTE)):	0
Number of Authorized Seasonal Positions:	0
Total Number of Positions for Fire Chief:	1

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Total Number of Positions for this Level: 5

	1	2	3	4	5	6	7	8	9
Hourly	33.92	35.24	36.61	38.03	39.51	41.05	42.65	44.32	46.04
Bi-weekly	2713.60	2819.20	2928.80	3042.40	3160.80	3284.00	3412.00	3545.60	3683.20
Annually	70,554	73,299	76,149	79,102	82,181	85,384	88,712	92,186	95,763

***Longevity Increments**

	A	B	C	D	E	F
Hourly	47.62	49.26	50.94	52.70	54.51	56.38
Bi-weekly	3809.60	3940.80	4075.20	4216.00	4360.80	4510.40
Annual	99,050	102,461	105,955	109,616	113,381	117,270

2022 City of Palmer Expanded Pay Plan
Adopted by Resolution No. 22-001

Summary

Total Number of Authorized Full-Time Positions:	67.00
Total Number of Authorized Part-Time Positions:	4.90
Total Number of Authorized On-Call Positions:	1.73
Total Number of Authorized Seasonal Positions:	5.70
Total Number of Authorized Temporary Full-Time Positions:	1.00

*** Pay Increments for Longevity**

Step A When an employee reaches step A, B or C of their assigned pay level, the employee shall remain at step A, B or C for two (or more) years. When the employee completes two (or more) years at step A, B or C, the employee moves to step B, C or D of the Pay Plan and is eligible for the increase indicated in step B, C or D; provided the employee receives an overall rating of "satisfactory" or higher on his or her performance evaluation. To be eligible for the pay increase, the employee must have worked continuously as a regular full or part-time employee.

Step D When an employee reaches step D or E of their assigned pay level, the employee shall remain at step D or E for three (or more) years. When the employee completes three (or more) years at step D or E, the employee moves to step E or F of the Pay Plan and is eligible for the increase indicated in step E or F; provided the employee receives an overall rating of "satisfactory" or higher on his or her performance evaluation. To be eligible for the pay increase, the employee must have worked continuously as a regular full or part-time employee.

Step F When an employee reaches the end of the pay scale (step F), the employee is no longer entitled to a step increase.
 Note: Employees in longevity are prohibited from skipping steps and must remain at each step as indicated.

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey

Date: October 19, 2021

Public Hearing: October 19, 2021

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 22-002

A Resolution of the Palmer City Council Adopting the 2022 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022,

WHEREAS, portions of the Palmer Municipal Code refer to fees "established in the current, adopted budget"; and

WHEREAS, the Fee Schedule establishes the fees for 2022 and becomes a part of the current, adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached fee schedule for a period of one (1) year, that being from January 1, 2022, through December 31, 2022.

Approved by the Palmer City Council this 14th day of December, 2021.

Edna B. DeVries, Mayor

Shelly Acteson, CMC, City Clerk



City of Palmer

2022 Fee Schedule

(Adopted by Resolution No. 22-002)

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Airport Fees	
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Transient (per day)	\$ 5
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Monthly Apron C (6-33, 39-45) 33'x44' Monthly	\$ 30
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Quarterly Apron C (6-33, 39-45) 33'x44' Quarterly	\$ 85
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Annual Apron C (6-33, 39-45) 33'x44' Annual	\$ 310
Aircraft Tie Down Space Apron B (1-39)	\$ 30
Aircraft Tie Down Space Apron B (1-39)	\$ 85
Aircraft Tie Down Space Apron B (1-39)	\$ 310
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'x61' Monthly	\$ 50
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'x61' Quarterly	\$ 145
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'x61' Annual	\$ 550
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Transient (per day)	\$ 50
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Quarterly	\$ 275
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Annual	\$ 1,050
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Transient (per day)	\$ 85
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Quarterly	\$ 500
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Annual	\$ 1,950
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Transient (per day)	\$ 100
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Quarterly	\$ 600
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Annual	\$ 2,350
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient (per day)	\$ 25
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Monthly	\$ 110
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Quarterly	\$ 315
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Annual	\$ 1,210
Aircraft Impoundment Fee	\$ 400
Storage fee for impounded aircraft (per month)	\$ 200
Airport Lease Application Fee	\$ 500
Fuel Flowage Fee (per gallon delivered)	\$.05
*All Tie Down Spaces add 3% sales tax including transient rate. Transient rate is for stay greater than 4 hours per day on airport grounds. Rates are not pro-rated.	

Animal Control Fees	
Animal license – dog/cat (three-year license – expires three years from date of issue)	\$ 10
Lost tag – animal license (expires three years from original issue date)	\$ 2.50
Animal impound (per animal)	\$ 30
Dangerous/vicious animal registration (one-time fee)	\$ 25

Appeals	
Appeal to hearing officer regarding a decision of the Planning and Zoning Commission:	
Nonrefundable application filing fee	\$ 3,000 300
Deposit for preparation of the appeal record	\$ 500

Application Filing Fees (Filing fees are nonrefundable)	
Mobile home park	\$ 500
Large Retail Establishment	\$ 500
Conditional Use Permit	\$ 500 250
Variance Request	\$ 500 250
Planned Unit Development (PUD)	\$ 500 250
Zone Change/Palmer Municipal Code Text Amendment	\$ 500 250
Accessory Dwelling Unit	\$ 100 50
Short Term Rental and Annual Renewal	\$ 75

Building Inspector Inspection Services and Fees	
Inspections outside normal business hours (per hour)*	\$ 125
Re-inspection fees assessed under provisions of Section 305.8 of the 97 UAC (per hour)*	\$ 100
Inspection for which no fee is specifically indicated (per hour)*	\$ 100
For use of outside consultants for plan check and inspections, – actual costs**	\$

* Or the total hourly cost to the jurisdiction, whichever is the greatest. There is a two hour minimum and this cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Actual costs include administrative and overhead costs

Building Permit Fees Based on Total Valuation		
Total Valuation:	Fee:	Additional Fee
\$1 to \$500	\$ 26	
\$501 to \$2000	\$ 26	for the first \$500 plus \$3.40 for each additional \$100, or fraction thereof, to and including \$2000
\$2001 to \$25,000	\$ 77	for the first \$2000 plus \$15.59 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$ 435.50	for the first \$25,000 plus \$11.25 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$ 716.75	for the first \$50,000 plus \$7.80 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$ 1,106.75	For the first \$100,000 plus \$6.24 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$ 3,602.75	For the first \$500,000 plus \$5.28 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$ 6,242.75	for the first \$1,000,000 plus \$4.06 for each additional \$1,000, or fraction thereof

Business Licenses	
Business License:	
Annual license	\$ 25
Biennial license	\$ 50
State Fair License (duration of Fair – not transferable to annual license)	\$ 25
Special Event License (duration of the special event up to three days (not transferable to annual license)	\$ 10
Door to Door Solicitors License (non-refundable annual fee)	\$ 50
Business License – failure to apply before business opens:	\$ 25
Business License – late filing fee:	
Through February 1	\$ 25
Additional fee on March 1 (not to exceed \$50)	\$ 25
State Fair vendors failure to apply for a business license by the first day of the Fair.	\$ 25
State Fair vendors additional fee on September 7	\$ 25
Business License – failure to display business license:	\$ 25
Door to Door Solicitors License Reprint – full application process	\$ 50
Copy of Business License list	\$ 25

Community Center (Railroad Depot) Rental		
Rental Period ----- 8 am to Midnight	Rental Rate	Security Deposit
Daily: Monday through Thursday	\$ 255 225	\$ 150
Daily weekend: Friday through Sunday	\$ 305 275	\$ 150
Recurring Use	Rental Rate	Security Deposit
Minimum rental of 15 calendar days per year:		
Monday through Thursday	\$ 195 165	\$ 150
Friday through Sunday	\$ 220 190	\$ 150

* If use drops below number required for rate assessed due to cancellations, rental fee will be assessed from applicable rental period stated above.

CANCELLATION POLICY	
If 45 or more days notice	Full Refund rental rate and deposit
If less than 45 days notice	City keeps deposit and one day rental
If rental 3 consecutive days or more	Cancel 60 days in advance – Full refund
If rental 3 consecutive days or more	Cancel less than 60 days in advance – City keeps deposit and one day rental

Community Center (Railroad Depot) Rental Miscellaneous Fees	
Security Deposit	\$ 150
Screen Remote Deposit Included with rental	\$ 65
Screen Usage Fee Included with rental	\$ -10
Sound System Usage Fee Included with rental	\$ -40
Re-hanging of ceiling noise baffles (per hour basis)	\$ 55
Lost key fee	\$ 106 150
Cleaning (if more than two hours is required – per hour basis)	\$ 75

Note: there is a two hour minimum overtime fee for any City employee called out after work hours for any problems.

Election Fees	
Recount ballot application deposit (per precinct)	\$ 200

Equipment Rental

Equipment rental and dry equipment rates when City must repair damages to City property. Labor costs are in addition to these rates.

Compactor	\$ 35
Compressor	\$ 60
Generator	\$ 80
Push Mower	\$ 25
Backhoe & Attachment	\$ 95
Bucket Truck	\$ 95
Cement Mixer	\$ 45
Chainsaw	\$ 30
Cut Off Saw	\$ 25
Drain Cleaner	\$ 50
Dredge	\$ 200
Dump/Flat Bed	\$ 65
Dump Trucks (8 yard)	\$ 105
Garbage Truck	\$ 100
Graders	\$ 122
Hot Patcher	\$ 75
Jumping Jack	\$ 35
Front End Loader	\$ 98
Riding Mower	\$ 55
Paver	\$ 65
Pickup Truck	\$ 40
Plow/Sand Truck (large)	\$ 105
Pressure Washer	\$ 25
Road Striper Power Liner	\$ 45
Rototiller	\$ 35
Snow Blower	\$ 210
Spreader	\$ 25
Steam Truck	\$ 95
Street Sweeper	\$ 98
Trac Star Fusion Machine (per hour, 4 hour min) monthly price = \$19,000, monthly fee can be pro-rated	\$ 115
Trailer	\$ 55
Trash Pump	\$ 25
Vactor	\$ 95
Water/Sewer/Maintenance Utility Trucks	\$ 40
Weed Blower	\$ 25
Weed Whacker	\$ 25

False Alarms	
False Burglar Alarm Fees (Within a 12 month period):	
First false alarm	\$ 0
Second false alarm	\$ 0
Third false alarm	\$ 75
Fourth false alarm	\$ 100
Fifth false alarm	\$ 125
Sixth false alarm	\$ 150
Seventh false alarm	\$ 175
Eighth false alarm	\$ 200
Ninth false alarm	\$ 225
Tenth false alarm	\$ 250
Each false alarm in excess of ten	\$ 300
False Fire Alarm Fees (Within a 12 month period):	
First false alarm	\$ 0
Second false alarm	\$ 300
Third false alarm	\$ 350
Fourth false alarm	\$ 400
Each false alarm in excess of four	\$ 400

Fire Equipment Items	
Fire/Rescue Apparatus, each (Includes STD Tools on Vehicle) ** (per day)	\$ 500
Portable Fire Pumps ** (per hour)	\$ 50
Portable Tank (per day)	\$ 50
Fire Hose, each section (all sizes) (per day)	\$ 20
Self-contained Breathing Apparatus (SCBA) ** (per day)	\$ 100
SCBA Spare Cylinder (includes refilling) (per day)	\$ 25
Additional fees will be charged for replacement of consumable items used (i.e. fuel for fires, wood supplies, etc.)	

** Additional fees will be charged for an Operator/Supply Officer of these items at the rate of \$18 per hour.

Fire Training Center Rental Fees	
Classroom, each (per day, includes A/V and restrooms)	\$ 150
Copy machine (per copy)	\$.25
CPR Mannequins, each (per day)	\$ 20
First-aid Training Kit (per day)	\$ 10
Airway Training Kit (per day)	\$ 20
Firefighting Small Classroom Props (per day)	\$ 10
Fire Behavior Carmody Kit (per day)	\$ 20
Hydrant Cutaway Large Prop (per day)	\$ 20
Pump Cutaway Large Prop (per day)	\$ 20
Training ground (per day, includes hydrant usage and field)	\$ 100

Fire Training Ground Items	
Smoke house (per hour)	\$ 50
Smoke Generator Machine ** (per day)	\$ 50
Tower Building and Burn Room (per hour)	\$ 50
Vehicle Extrication Training Grounds (per day – approximately)	\$ 100
Roof Simulator ** (per hour)	\$ 30
Hazmat Props (per hour)	\$ 20
Live Fire Class A Exterior Props ** (per hour)	\$ 20
Live Fire Class B Exterior Props ** (per hour)	\$ 50
Portable Fire Extinguishers 2.5 LB (per day)	\$ 10
Portable Fire Extinguishers 20 LB (per day)	\$ 10
Portable Fire Extinguishers 10 LB (per day)	\$ 15

Miscellaneous	
Notary fee (per act)	\$ 10 5
NFS Check Fee	\$ 30
Administrative fees on credit card charges of \$5,000 or higher (in person or phone transactions only)	3%

MTA Events Center	
Events Center Rental (ice covered) per day	\$ 2,500
Events Center Rental (dry floor) per hour, minimum 3 hours – up to 8 hours	\$ 100
Events Center Rental (dry floor) per day	\$ 1,000
Prime Ice Hour	\$ 230
Non-Prime Ice Hour	\$ 180
Paid Gate (Ice) Event Per Hour	\$ 255
Curling per hour	\$ 180
Curling Stone Rental Monthly	\$ 100
Public Skate Youth (4 & under) Helmet Mandatory	\$ Free
Public Skate	\$ 5
Public Skate Senior Ages 60+	\$ 4
Public Skate Family Pass (up to 4 people, each additional is \$4)	\$ 15
Public Skate Senior 10 punch card (60+)	\$ 35
Public Skate 10 punch card	\$ 45
Freestyle all ages	\$ 5
Freestyle 5 punch card	\$ 25
Skate Rental	\$ 3
Skate Rental 10 punch card	\$ 25
Skate Sharpen	\$ 7
Skate Sharpen 10 punch card	\$ 60
Shinny Hockey (by age group, full gear required)	\$ 7
Shinny Hockey 10 punch card (by age group, full gear required)	\$ 60
Stick Time (Helmets & gloves required)	\$ 5
Stick Time 10 punch card (Helmets & gloves required)	\$ 45
Broomball (Helmets & gloves required)	\$ 5
Birthday Party (up to 15 skaters, \$5 per additional skater)	\$ 100
Gym (daily)	\$ 5
Gym (monthly)	\$ 25

Neighborhood Park Development Fee Schedule

Dwelling Type:	
Single Family (per dwelling unit)	\$ 200
Multi-family (per dwelling unit)	\$ 150
Mobile home (per dwelling unit)	\$ 150

Palmer Public Library Fees

Overdue items (per day, maximum \$5 per item)	\$.25
Library community room rental (per hour with two hour minimum)	\$ 25
Library community room rental (nonprofit – annually, entitles renter one use per month)	\$ 100
Copying fee (per page)	\$.25
Replacement library cards	\$ 3
Temporary card (4 months)	\$ 10

Damaged Books

TBD = To Be Determined	
Chewed edge corner (per corner)	\$ 2
Defaced pages (per page or replacement cost)	\$ 2
Torn pages in book that cannot be repaired (replacement cost)	\$ TBD
Torn pages in book that can be repaired (per page)	\$ 2
Repeated dog eared pages (per book)	\$ 2
Chewed spine (top or bottom)	\$ 2
Rebinding (replacement cost of item plus administrative fee)	\$ TBD
Water/fluid damage (replacement cost plus administrative fee)	\$ TBD
Mildew (replacement cost plus administrative fee)	\$ TBD
Missing barcodes and spine labels on any library item (per item)	\$ 1
Missing or damaged any library item jacket or case	\$ 2
Lost or Damaged book Bag (replacement cost)	\$ TBD
Items returned to wrong book drop	\$ 1
Administrative reprocessing fee for lost or damaged books, DVD, audios, E-Readers	\$ 5

Damaged Videos/DVDs/CDs:

Damaged video, DVD, or CD (actual cost of repair plus administrative fee)	\$ TBD
Taping over a library video (replacement cost plus administrative fee)	\$ TBD
Broken or lost case	\$ 5

Damaged Audio Tapes:

Replacement (actual replacement cost)	\$ TBD
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Equipment:

E-Readers (actual replacement cost)	\$ TBD
Equipment loaned out (per day) plus \$100 refundable deposit	\$ 5
Damages to equipment (actual repair cost plus administrative fee)	\$ TBD

Permits

Itinerant Vendor permit	\$ 50
Fence permits	\$ 26
Non-electrical sign permit (base fee plus \$1.50 per sq. ft of sign area)	\$ 25

Electrical sign permit (base fee plus \$3 per sq. ft of sign area)	\$	50
Loud equipment permit (valid for eight hours)	\$	25
Noise permit	\$	25
Water/Sewer Permits:		
Connection fee – water (new construction)	\$	400
Connection fee – sewer (new construction)	\$	400
Disconnect/abandonment fee – water (back to main)	\$	500
Disconnect/abandonment fee – sewer (back to main)	\$	500
Encroachment Permit (before construction)	\$	150
Encroachment Permit (after construction)	\$	250

Public Information Requests		
Copies (per page)	\$.25
Copies of drawings, plans, books, etc. – actual cost	\$	
Audio recording (per meeting)	\$	15
Public Safety audio recordings (per individual incident)	\$	20
Police Video Recording (per individual incident)	\$	20
Fire Report Copy	\$	20
Charge for staff time above five hours for research/copying costs – actual personnel cost	\$	

Sales Tax		
Sales Tax Rate (\$1,000 cap per item/service)		3%
Sales Tax – late filing fee	\$	25
Sales Tax – delinquency tax interest rate – per year		15%
Sales Tax – late payment penalty		
a penalty of 5% of the tax for each month late or fraction there of after the due date, until total penalty of 20% has been accrued.	\$	
Sales Tax – collection upon sale – failure to collect	\$	150
Sales Tax – lien for tax, interest, and administration costs for penalties violation	\$	150
Sales Tax – PMC 3.16.260 – violation	\$	150
Contractor Certification of Exemption (for sales tax/per calendar year)	\$	250
Owner/Builder Exemption (for sales tax/per calendar year)	\$	30

Special Assessments	
Special Assessment District billing fee	\$ 3
Special Assessment Interest Rate	3%
Special Assessment Penalty Rate	3%

Utilities	
Deposit – water and sewer (new active customers)	\$ 100
Utility late fees (percentage of balance owed)	10%
Service call fee	\$ 25
Connection/Disconnect fee	\$ 25
Door tag fee for non-payment of prior months' utility bill	\$ 15
Transfer Tenant Utilities to Landlord for non-payment	\$ 15
Miscellaneous Repair Work hourly labor rate, contact the Department of Public Works for material costs	\$ 50
After Hours/Holiday/Weekend Inspection Fee (hourly)	\$ 125
Online Utility Payments Convenience Fee (transaction limit - \$5,000)	\$ 2.25
Monthly Water Rates:	
0 to 5,000 gallons (plus meter charge plus sales tax)	\$ 19.95 19.35
Over 5,000 gallons (plus meter charge and \$0.399 \$0.387 per 100 gallons plus sales tax)	\$ 19.95 19.35
Monthly Wastewater Rates:	
0 to 5,000 gallons (plus sales tax)	\$ 43.60 38.95
Over 5,000 gallons (plus \$0.872 \$0.779 per 100 gallons plus sales tax)	\$ 43.60 38.95
Dump Station Fee (per month)	\$ 180
Monthly Meter Charges:	
5/8" meter (plus sales tax)	\$15.40 \$ 14.95
3/4" meter (plus sales tax)	\$22.20 \$ 21.55
1" meter (plus sales tax)	\$39.25 \$ 38.10
1 1/2" meter (plus sales tax)	\$88.65 \$ 86.05
2" meter (plus sales tax)	\$157.10 \$ 152.55
3" meter (plus sales tax)	\$352.65 \$ 342.40
4" meter (plus sales tax)	\$628.40 \$ 610.10
6" meter (plus sales tax)	\$1,413.90 \$ 1,372.70
8" meter (plus sales tax)	\$2,513.50 \$ 2,440.30
Hydrant Meter Connection (3" Bulk) (per month plus \$.01 per gallon) (plus sales tax)	\$ 300 \$291
Monthly Unmetered Wastewater Service Rates:	
Unmetered wastewater service flat rate, 4 inch service line (plus sales tax)	\$ \$50.00 45.00
Unmetered wastewater service flat rate, 6 inch service line (plus sales tax)	\$ \$73.00 65.00

Summer Sewer Rates:**Residential Rates:**

Because summer month water consumption for residential customers increases due to lawn and garden irrigation without a related increase in the use of sewer service, residential customers shall be charged for water actually used for each month of the year, but their sewer service charges for each of the billing cycles to include the months of May, June, July and August shall be set to the flat rate fee equivalent to 0 - 5000 gallons of waste water usage plus sales tax as outlined in the current fee schedule.

Commercial Rates:

Commercial users may install separate water meters to meter water used exclusively for irrigation purposes during the months of May, June, July and August, provided that the commercial customer pays for the purchase and installation of a separate water meter for that purpose, and such installation is approved by the utility. The customer shall pay fees for all water used, but the amount of water used for irrigation through an irrigation system water meter will be deducted from the commercial account's total metered water consumption for the purpose of calculating monthly charges for sewer service.

Treatment Rates:	
0 - 5000 gallons (plus sales tax)	\$ 56.80
Over 5001 gallons (plus \$1.10 per 100 gallons) (plus sales tax)	\$ 56.80
Solid Waste Collection:	
Weekly refuse collection service (per month plus sales tax) 96 gallon can	\$ 28
Weekly refuse collection service (per month plus sales tax) 64 gallon can	\$ 22
Each additional container/bag 30 lb or less (per item)	\$ 5
64 and 96 gallon Residential Container Replacement cost	\$ 100
Oversize/special Item Collection/Disposal Fee	\$ 30
Freon Removal Fee	\$ 25
On-Call Dumpster (Residential Only) Monthly Fee	\$ 50
On-Call Commercial Dumpster (other Dumpster Service Required) – Monthly Fee	\$ 50
Disconnected Utility Container Removal Fee	\$ 10
Container Loss Recovery Fee	\$ 25
Container Delivery/Removal fee	\$ 10
Unscheduled Service Fee (different collection vehicle required)	\$ 40
Three Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 30
Four Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 38
Eight Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 74
Three Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 120
Three Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 240
Three Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 360
Four Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 152
Four Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 304
Four Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 456
Eight Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 296
Eight Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 592
Eight Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 888
Locking Dumpster (three or four yard includes delivery and pickup)	\$ 175

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: October 19, 2021
Public Hearing: October 19, 2021
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 22-003

A Resolution of the Palmer City Council Adopting the 2022 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022

WHEREAS, portions of the Palmer Municipal Code refer to fines “established in the current adopted budget”; and

WHEREAS, the Fine Schedule establishes the fines for 2022 and becomes a part of the current, adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached fine schedule for a period of one (1) year, that being from January 1, 2022, through December 31, 2022.

Approved by the Palmer City Council this 14th day of December, 2021.

Edna B. DeVries, Mayor

Shelly Acteson, CMC, City Clerk



City of Palmer

2022 Fine Schedule

(Adopted by Resolution No. 22-003)

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As provided by the Palmer Municipal Code, the following fine schedule applies to all offenses in the Palmer Municipal Code unless a different penalty is specified. Citations for these offenses may be disposed of as provided in AS 12.25.195-230, without a court appearance, upon payment of the amounts listed plus the state surcharge required by AS 12.55.039 and AS 29.25.074. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the amount listed for that offense in this schedule.

Palmer Municipal Code (PMC) Title 1 General Provisions
Chapter 1.08 General Penalty
Section 1.08.011 General Fine Penalties
<p>If no other penalty is specifically or by adoption prescribed by a particular ordinance or in this document, the general penalty for violation of the ordinance is:</p> <ul style="list-style-type: none"> • \$75 for the first offense. • \$150 for the second offense of the same ordinance within 365 days of the first offense. • \$300 for the third offense of the same ordinance within 365 days of the second offense. <p>In accordance with AS 12.25.195 through 12.25.230, for a violation that cannot result in incarceration or the loss of a valuable license, a person may dispose of the citation without a court appearance by submitting to the clerk of court all of the following:</p> <ol style="list-style-type: none"> 1. Payment of the fine amount and the applicable surcharge listed in AS 12.55.039 and AS 29.25.074; and 2. A copy of the citation signed by the person indicating the person’s waiver of court appearance, entry of plea of no contest, and forfeiture of the fine. <p>When the fine is forfeited, a judgment of conviction shall be entered. The fine and applicable surcharge paid is complete satisfaction for the offense.</p>
Section 1.08.013 Other Remedies
<ol style="list-style-type: none"> A. The city may institute a civil action against a person, including a minor as provided in AS 29.25.072, who violates an ordinance. B. A person who violates a provision of this code may be subject to injunctive relief, compensatory relief, and a civil penalty not to exceed \$1,000 for each violation. C. An action to enjoin a violation may be brought notwithstanding the availability of any other remedy. D. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall grant the injunction. E. Each day that a violation of a provision of this code continues constitutes a separate violation. F. This section does not bar other civil remedies.
Section 1.08.020 Penalty Surcharge
<ol style="list-style-type: none"> A. In addition to any fine or other penalty prescribed by law, a person who pleads guilty or nolo contendere to, forfeits bail for, or is convicted of: <ol style="list-style-type: none"> 1. A violation of this code comparable to a misdemeanor offense under AS 28.33.030, 28.33.031, 28.35.030, or 28.35.032 and adopted under AS 28.01.010 shall be assessed the maximum surcharge pursuant to AS 12.55.039 and 29.25.074; 2. A misdemeanor or other violation of this code if a sentence of incarceration may be imposed for the misdemeanor or ordinance violation, other than a provision identified in subsection

(A)(1) of this section, shall be assessed the maximum surcharge allowable to Alaska Statutes 12.55.039 and 29.25.074; and

3. A misdemeanor or a violation of this code if a sentence of incarceration may not be imposed for the misdemeanor or ordinance violation shall be assessed the maximum surcharge allowable pursuant to Alaska Statutes 12.55.039 and 29.25.074 if the fine or bail forfeiture amount for the offense is \$30.00 or more.

B. The surcharge shall be deposited into the general fund of the state in accordance with AS 29.25.072.

Palmer Municipal Code (PMC) Chapter 1.10 City Seal

Chapter 1.10 City Seal			
Section Title:	Section Citation:	Fine:	Fine Citation:
Use of Seal without Permission Prohibited	1.10.020	\$ 300	1.10.020 B

Palmer Municipal Code (PMC) Title 5 Business Licenses

Chapter 5.13 Door-to-Door Solicitors			
Section Title:	Section Citation:	Fine:	Fine Citation:
License Fee and Failure to Apply	5.13.040	Applicable to all of PMC Chapter 5.13:	5.13.040
Carrying of License Required	5.13.100		5.13.100
Prohibitions	5.13.110		5.13.110
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	

Palmer Municipal Code (PMC) Title 6 Animals

Chapter 6.08 Animal Regulations			
Section Title:	Section Citation:	Fine:	Fine Citation:
Cruelty to Animals	6.08.010	Applicable to all of PMC Chapter 6.08:	6.28.010
Animal Restrictions	6.08.020		6.28.010
Depositing Poison	6.08.030		6.28.010
Diseased Animals	6.08.040	First offense: \$ 75	6.28.010
Animal Noise	6.08.050	Second offense: \$ 150	6.28.010
Animal Odor	6.08.060	Third offense: \$ 300	6.28.010
Animals at Large	6.08.065		6.28.010
Animal Annoyance	6.08.067		6.28.010
Unattended Secure Animal	6.08.070		6.28.010
Disposal of Dead Animal	6.08.080		6.28.010
Confinement Requirements	6.08.090		6.28.010
Carrying Dogs Outside of Vehicle	6.08.100		6.28.010

Chapter 6.12 Licensing			
Section Title:	Section Citation:	Fine:	Fine Citation:
Registration – Dogs and cats	6.12.005	Applicable to all of PMC Chapter 6.12:	6.28.010
Application	6.12.010		6.28.010
Immunization	6.12.012		6.28.010
License Transfer	6.12.018	First offense: \$ 25	6.28.010
Fees	6.12.020	Second offense: \$ 50	6.28.010
Tag and Collar	6.12.030	Third offense: \$ 75	6.28.010

Chapter 6.14 Domestic Animal Bite and Attack Incidents			
Section Title:	Section Citation:	Fine:	Fine Citation:
Owner Compliance	6.14.060	First offense: \$ 100	6.28.010
		Second offense: \$ 200	
		Third offense: \$ 300	

Chapter 6.24 Hindering officers prohibited			
Section Title:	Section Citation:	Fine:	Fine Citation:
Hindering Officer Prohibited	6.24.010	First offense: \$ 75	6.28.010
		Second offense: \$ 150	
		Third offense: \$ 300	

Palmer Municipal Code (PMC) Title 8 Health & Safety

Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags			
Section Title:	Section Citation:	Fine:	Fine Citation:
Single-Use Disposable Plastic Shopping Bags Prohibited	8.09.030	First Offense: Warning Second Offense: \$ 100 Third Offense: \$ 300	8.09.050

Chapter 8.10 Prohibiting Smoking in Places of Employment and Public Places			
Section Title:	Section Citation:	Fine:	Fine Citation:
Smoking Prohibited	8.10.020	Applicable to all of PMC Chapter 8.10:	8.10.070
Reasonable Distance	8.10.030		8.10.070
Areas Where Smoking Not Prohibited	8.10.040		8.10.070
Sign Posting and Other Requirements	8.10.050	First offense: \$ 100 Plus required surcharges	8.10.070
No Retaliation nor Waiver of Rights	8.10.060	Second offense: \$ 150 Plus required surcharges, for a second violation with 24 month period	8.10.070
Violations and Penalties	8.10.070	Third offense: \$ 300 Plus required surcharges, for a third or additional violation within a 24 month period Civil penalties may not exceed \$300 per violation	8.10.070

Enforcement	8.10.080		8.10.070
Other Applicable Laws	8.10.090		8.10.070
Chapter 8.11 Marijuana Use and Prohibitions			
Section Title:	Section Citation:	Fine:	Fine Citation:
Consuming in a public place	8.11.030	\$ 100	8.11.030
Marijuana oil, flammable extraction	8.11.050	\$ 100	8.11.050
Chapter 8.12 Fluoridation			
Section Title:	Section Citation:	Fine:	Fine Citation:
Public Water System	8.12.010	\$ 300	1.08.011
Chapter 8.16 Sewage Disposal			
Section Title:	Section Citation:	Fine:	Fine Citation:
Waste Disposal Systems Required	8.16.010	\$ 300	1.08.011
Chapter 8.20 Garbage Collection and Disposal			
Section Title:	Section Citation:	Fine:	Fine Citation:
Garbage Disposal System Use Required	8.20.010	Applicable to all of PMC Chapter 8.20:	8.20.130
Adequate Receptacles Required, Time Limit	8.20.050		8.20.130
Depositing Restrictions	8.20.060	First offense: \$ 75	8.20.130
Unauthorized Dumpster and Container Usage	8.20.070	Second offense: \$ 150 Third offense: \$ 300	8.20.130
Clean Premises Required	8.20.080		8.20.130
Unauthorized Dumping Prohibited	8.20.090		8.20.130
Occupant Duties – Containers	8.20.100		8.20.130
Vehicles	8.20.110		8.20.130
Refuse Accumulation Prohibited	8.20.120		8.20.130
Chapter 8.36 Nuisances			
Section Title:	Section Citation:	Fine:	Fine Citation:
Designated – Prohibited	8.36.010	Applicable to all of PMC Chapter 8.36:	8.36.130
Specific Acts Designated	8.36.020		8.36.130
Acts Requiring Permit	8.36.025	First offense: \$ 150	8.36.130
Snow and Ice Removal	8.36.050	Second offense: \$ 300	8.36.130
Dumping Debris/Blocking Ditch	8.36.060		8.36.130
Pump Locations	8.36.080		8.36.130
Chapter 8.37 Junk Vehicles			
Section Title:	Section Citation:	Fine:	Fine Citation:

Junk Vehicles Unlawful	8.37.020	First offense: \$ 75	8.37.090
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 8.38 Nuisance – Junk, Litter and Unsightly Premises			
Section Title:	Section Citation:	Fine:	Fine Citation:
Final Notice to Abate Violation	8.38.060	Actual Recovery Cost to the City	1.08.011 or 1.08.013
Remedies	8.38.075	Actual Recover Cost to the City	1.08.011 or 1.08.013
Chapter 8.42 Fireworks			
Section Title:	Section Citation:	Fine:	Fine Citation:
Sales Prohibited	8.42.020	Applicable to all of PMC Chapter 8.42:	8.42.070
Authorized Uses	8.42.040		8.42.070
Permit Required	8.42.050		8.42.070
Permissible Uses	8.42.060	First offense: \$ 75	8.40.040
		Second offense: \$ 150	
		Third offense: \$ 300	

Palmer Municipal Code (PMC) Title 9 Public Peace, Morals & Welfare			
Chapter 9.02 Tampering with Public Notices			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.02.010	First offense: \$ 75	9.02.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.04 Impersonating an Officer			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.04.010	First offense: \$ 100	9.04.020
		Second offense: \$ 200	
		Third offense: \$ 300	
Chapter 9.06 Interference with Public Justice			
Section Title:	Section Citation:	Fine:	Fine Citation:
Interfering with Officer Prohibited	9.06.010	First offense: \$ 75	9.06.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.12 Assault and Battery			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When – Definitions	9.12.010	First offense: \$ 75	9.12.020
		Second offense: \$ 150	
		Third offense: \$ 300	

Chapter 9.20 Alcoholic Beverages			
Section Title:	Section Citation:	Fine:	Fine Citation:
Licensed Premises Closing Hours	9.20.010	Applicable to all of PMC Chapter 9.20:	9.20.050
Prohibited Acts Designated	9.20.020		9.20.050
Personal Liability	9.20.030		9.20.050
Election Day Sales Permitted	9.20.040		9.20.050
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.22 Gambling			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.22.010	First offense: \$ 75	9.22.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.24 Indecent Exposure			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.22.010	First offense: \$ 75	9.22.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.28 Obscenity			
Section Title:	Section Citation:	Fine:	Fine Citation:
Obscene Language Prohibited	9.28.010	Applicable to all of PMC Chapter 9.28:	9.28.050
Selling Obscene Materials Prohibited	9.28.020		9.28.050
Obscene Exhibitions Prohibited	9.28.030		9.28.050
Obscene Public Writing and Drawing Prohibited	9.28.040	First offense: \$ 75	9.28.050
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.30 Prostitution			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited – Procuring Prohibited	9.30.020	Applicable to all of PMC Chapter 9.30:	9.30.090
House of Ill Fame	9.30.030		9.30.090
Aiding in Prostitution Prohibited	9.30.040		9.30.090
Receiving Money from Prostitute Prohibited	9.30.50	First offense: \$ 75	9.30.090
		Second offense: \$ 150	
Remaining in House of Prostitution Prohibited	9.30.060	Third offense: \$ 300	9.30.090
Loitering for Prostitution Purposes Prohibited	9.30.070		9.30.090
Reputation Testimony Permitted	9.30.080		9.30.090
Chapter 9.38 Disturbing Public Assemblies			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited Acts Designated	9.38.010	First offense: \$ 75	9.38.020

		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.39 Excessive Police Responses			
Section Title:	Section Citation:	Fine:	Fine Citation:
Excessive Police Responses	9.39.010	First offense: \$ 75	9.39.040
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.40 Trespass – Posting of Property			
Section Title:	Section Citation:	Fine:	Fine Citation:
Trespass – Posting of Property	9.40.010	First offense: \$ 75	9.40.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.48 Petit Larceny			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.48.010	First offense: \$ 75	9.48.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.50 Injury to Property			
Section Title:	Section Citation:	Fine:	Fine Citation:
Defacing Property– Injuring Animals	9.50.010	Applicable to all of PMC Chapter 9.50:	9.50.040
Injuring Plants or Fences	9.50.020		9.50.040
Injuring Monuments and Markers	9.50.030		9.50.40
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.56 Interference with Utilities			
Section Title:	Section Citation:	Fine:	Fine Citation:
Pollution of Drinking Water	9.56.010	Applicable to all of PMC Chapter 9.56:	9.56.030
Damage to Water or Utility System	9.56.020		9.56.030
		First offense: \$ 300	
		Second offense: \$ 500	
		Third offense: \$ 750	
Chapter 9.58 Sale of Poison			
Section Title:	Section Citation:	Fine:	Fine Citation:
Selling Poison Without Label	9.58.10	First offense: \$ 75	9.58.020
		Second offense: \$ 150	
		Third offense: \$ 300	

Chapter 9.60 Sale of Unwholesome Food			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.60.010	First offense: \$ 75	9.60.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.67 Curfew Hour for Minors			
Section Title:	Section Citation:	Fine:	Fine Citation:
Curfew Violations	9.67.020	Applicable to all of PMC Chapter 9.56:	9.67.050
Exceptions	9.67.030		9.67.050
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.74 Discharge of Firearms			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When – Exceptions	9.74.010	First offense: \$ 75	9.74.020
		Second offense: \$ 150	
		Third offense: \$ 300	

Palmer Municipal Code (PMC) Title 10 Vehicles & Traffic *			
Chapter 10.04 Traffic Code			
Section Title:	Section Citation:	Fine:	Fine Citation:
Parking Prohibitions During Snow Accumulation and/or Drifting Snow Conditions	10.04.050	Applicable to all of PMC Chapter 10.04	10.04.050
Towing	10.04.055		10.04.055
No-Parking Areas – Identification	10.04.060 (B)	First offense: \$ 75	10.04.060
Parking Prohibited for Longer than 24 Hours	10.04.080	Second offense: \$ 150	10.04.080
		Third offense: \$ 300	
Prohibiting Parking that Obstructs Traffic	10.04.090		10.04.090
Prohibiting Parking in Construction Zones	10.04.100		10.04.100
Chapter 10.08 Regulation of Off-Highway Vehicles			
Section Title:	Section Citation:	Fine:	Fine Citation:
Operation Requirements	10.08.020	Applicable to all of PMC Chapter 10.08:	10.08.100
Equipment	10.08.030		10.08.100
Speed and Time Restrictions	10.08.040		10.08.100
Driver's License Required	10.08.050	First offense: \$ 75	10.08.100
Towing	10.08.060	Second offense: \$ 150	10.08.100

Parent, Guardian or Other Person Responsible	10.08.070	Third offense: \$ 300	10.08.100
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1. The fine amounts are doubled for motor vehicle or traffic offenses committed in a highway work zone or traffic safety corridor, as those terms are defined in AS 28.90.990 and 13 AAC 40.010 (b).
2. An offense may not be disposed of, without court appearance, if the offense is in connection with a motor vehicle accident that results in the death of a person.

Palmer Municipal Code (PMC) Title 12 Streets, Sidewalks & Public Places			
Chapter 12.16 Skateboards, Rollerblades and Similar Devices			
Section Title:	Section Citation:	Fine:	Fine Citation:
Skateboards, Prohibition and Regulation	12.16.010	First offense: \$ 75	12.16.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 12.24 Park and Recreational Facility Regulations			
Section Title:	Section Citation:	Fine:	Fine Citation:
General Rules	12.24.025	First offense: \$ 75	12.24.050
		Second offense: \$ 150	
		Third offense: \$ 300	

Palmer Municipal Code (PMC) Title 14 Signs			
Chapter 14.08 Sign Regulations			
Section 14.08.0240 Remedies and Civil Penalties (applicable to entire chapter):			
The city or an aggrieved person may institute a civil action against a person who violates a provision of this title or a term, condition or limitation imposed pursuant to this title. In addition to other relief, a civil penalty not to exceed \$300.00 may be imposed for each violation. Each day that a violation or an unlawful act or condition continues constitutes a separate violation. An action to enjoin a violation may be brought notwithstanding the availability of any other remedy. Upon application for injunctive relief and a finding of a violation or threatened violation, the superior court shall grant the injunction.			

Palmer Municipal Code (PMC) Title 15 Buildings and Construction			
Chapters 15.00 through 15.70			
All chapters within Title 15 are subject to the following fines:		First offense: \$ 75	15.60.020
		Second offense: \$ 150	10.08.100
		Third offense: \$ 300	10.08.100

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: October 19, 2021
Public Hearing: October 19, 2021
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 22-004

A Resolution of the Palmer City Council Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022

WHEREAS, Palmer Municipal Code 3.28 defines a "Five-year capital improvement program as an annual update and long-range need projection of the city included as part pf the annual budget".

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached five-year capital improvement program for a period of one (1) year, being from January 1, 2022, through December 31, 2022.

Approved by the Palmer City Council this 14th day of December, 2021.

Edna B. DeVries, Mayor

Shelly Acteson, CMC, City Clerk

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2021 total	2021 Remaining	2022 Addition	2022 Total	2023 Addition	2024 Addition	2025 Addition	2026 Addition
N	MTA Equipment Arena	COP	Annually		\$ 36,154	\$ 21,244	\$ 65,000	\$ 86,244	\$ 65,000	\$ 40,000	\$ 25,000	\$ 25,000
N	Water Reservoir Repair	COP-W/S	2017	\$ 183,265	\$ 138,521	\$ 44,744	\$ -	\$ 44,744	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
N	ADA Sidewalks	COP/Grant	2017	\$ 250,000	\$ 70,812	\$ 70,030	\$ -	\$ 70,030	\$ 200,000	\$ 200,000	\$ 100,000	\$ 100,000
N	Street Maintenance	COP	As needed	\$ 500,000	\$ 623,778	\$ 609,233	\$ -	\$ 609,233	\$ -	\$ -	\$ -	\$ -
N	Public Video	COP	2018	\$ 75,000	\$ 30,423	\$ 30,423	\$ -	\$ 30,423	\$ -	\$ -	\$ -	\$ -
N	W/S Lift station and well pumps	COP-W/S	Annually	\$ 100,000	\$ 87,992	\$ 77,124	\$ 155,000	\$ 232,124	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
N	Water/Sewer Truck	COP-W/S	2018	\$ 55,000	\$ 10,655	\$ 10,655	\$ -	\$ 10,655	\$ -	\$ -	\$ 60,000	\$ 60,000
N	Police Vehicle Annual Replacement	COP	Annually	\$ 65,000	\$ 81,634	\$ 26,367	\$ 130,000	\$ 156,367	\$ 60,000	\$ 60,000	\$ 65,000	\$ 65,000
N	Park Improvements	COP	As needed	\$ -	\$ 99,104	\$ 99,104	\$ -	\$ 99,104	\$ -	\$ -	\$ -	\$ -
N	Public Building Maintenance	COP	As needed	\$ 500,000	\$ 88,965	\$ 88,965	\$ -	\$ 88,965	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
N	Airport Safety - Aviation Easement Phase I	COP	2019	\$ 450,000	\$ 16,600	\$ 2,260	\$ -	\$ 2,260	\$ -	\$ -	\$ -	\$ -
N	Golf Course-Golf Carts	COP	Annually	\$ 40,000	\$ 10,000	\$ 10,000	\$ 30,000	\$ 40,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
N	Golf Course Infrastructure	COP	Annually	\$ 20,000	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
N	Depot updates-piping	COP	2019	\$ 15,000	\$ 3,262	\$ 3,262	\$ -	\$ 3,262	\$ -	\$ -	\$ -	\$ -
N	Roads-Sander truck with plow blade	COP	2020	\$ 175,000	\$ 175,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N	Traffic Safety Planning	COP	2020	\$ 135,000	\$ 105,891	\$ 105,891	\$ -	\$ 105,891	\$ -	\$ -	\$ -	\$ -
2021												
N	Roads-Dump truck with plow blade	COP	2021	\$ 275,000	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N	Airport Safety - Aviation Easement Phase II	FAA/COP	2021	\$ 395,482	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N	Taxiway November Design Project	FAA/COP	2021	\$ 446,093	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N	Garbage Truck	COP	2021	\$ 352,000	\$ 351,927	COMPLETE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2022												
N	City Hall Copier	COP	2022	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -
N	City Hall Folding Machine	COP	2022	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -
N	Admin Vehicles	COP	2021/2022	\$ 60,000	\$ 11,982	\$ -	\$ 24,000	\$ 35,982	\$ -	\$ -	\$ -	\$ -
N	Palmer Tennis Courts	COP	2021	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -
N	Fire Support Vehicle	COP	2022	\$ 80,000	\$ -	\$ -	\$ 80,000	\$ 80,000	\$ -	\$ -	\$ -	\$ -
N	Fire Command Vehicle & Equipment	COP	2022	\$ 80,000	\$ -	\$ -	\$ 80,000	\$ 80,000	\$ -	\$ -	\$ -	\$ -
N	PW Vehicles	COP	2022	\$ 92,000	\$ -	\$ -	\$ 96,000	\$ 96,000	\$ -	\$ -	\$ -	\$ -
N	PW-Street Sweeper	COP	2022	\$ 335,000	\$ -	\$ -	\$ 335,000	\$ 335,000	\$ -	\$ -	\$ -	\$ -
N	Library Sidewalk	COP	2022	\$ 70,000	\$ -	\$ -	\$ 70,000	\$ 70,000	\$ -	\$ -	\$ -	\$ -
N	Airport Plow Truck	COP	2022	\$ 48,000	\$ -	\$ -	\$ 48,000	\$ 48,000	\$ -	\$ -	\$ -	\$ -

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2021 total	2021 Remaining	2022 Addition	2022 Total	2023 Addition	2024 Addition	2025 Addition	2026 Addition
N	Acquire Avigation Easement, Construct Mitigation & Relocate RW16 Threshold	FAA/COP	2022	\$ 2,218,900			\$ 138,700	\$ 138,700				
N	Construct Taxiway November, Phase 1	FAA/COP	2022	\$ 5,626,200			\$ 351,600	\$ 351,600				
N	Stormwater Design	COP	2023	\$ 500,000					\$ 500,000			
N	Repair Station 3-1 Bay Floor and Drains	COP	2023	\$ 100,000					\$ 100,000			
N	Fire Engine	Grant	2023	\$ 700,000					\$ 150,000			
N	Depot Updates-	COP	2023	\$ 60,000					\$ 60,000			
N	Windows	COP	2023	\$ 100,000					\$ 100,000			
N	Library Parking Lot	COP	2023	\$ 100,000								
N	Steam Truck Replacement	COP-W/S	2023	\$ 300,000					\$ 280,000			
N	Construct General Aviation Apron	FAA/COP	2023	\$ 2,423,900					\$ 151,500			
N	Golf Course-		2024									
N	Maintenance Shed	COP	2024	\$ 100,000					\$ 100,000			
N	Update Fire classroom building	COP	2024	\$ 150,000					\$ 150,000			
N	Fire Support vehicle (replacement/equip) with lift gate	COP	2024	\$ 80,000					\$ 80,000			
N	Construct Sand Storage Building	FAA/COP	2024	\$ 1,373,700					\$ 85,900			
N	Public Safety Bldg Updates	Grant	2025	\$ 400,000						\$ 260,000		
N	Palmer Stormwater Improvements	Loan/Grant	2025	\$ 5,000,000						\$ 500,000		
N	City Hall Updates	COP	2025	\$ 150,000						\$ 150,000		
N	Airport: Construct ARFF Building (Non-FAA)	COP	2025	\$ 2,194,100						\$ 2,194,100		
N	Upgrade Airport Lighting and NavAIDS	FAA/COP	2026	\$ 2,271,400							\$ 142,000	
N	Aviation Campground	FAA/COP	Undetermined	\$ 1,003,100								
N	Acquire Buffer Lands	FAA/COP	Undetermined	\$ 3,033,500								
N	Construct Taxiway November and Interlink, Ph 2	FAA/COP	Undetermined	\$ 4,857,400								
N	Emergency Generator City Hall	Grant	Undetermined	\$ 400,000								
N	Generator for Fire S136 (training center)	COP	Undetermined	\$ 50,000								
N	New Fire engine and equipment	COP	Undetermined	\$ 700,000								
N	Fire Brush truck replacement/equip	COP	Undetermined	\$ 160,000								
N	Snow Dump Lots	COP	Undetermined	\$ 100,000								

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2021 total	2021 Remaining	2022 Addition	2022 Total	2023 Addition	2024 Addition	2025 Addition	2026 Addition
N	Roof over Fire conexes	COP	Undetermined \$	55,000								
N	Extend S. Industrial to Inner Springer	COP	Undetermined \$	400,000								
N	Design new Library building	COP	Undetermined \$	100,000								
N	Public Library Extension Ph II	Bond	Undetermined \$	5,000,000								
N	New Fire station	Bond	Undetermined \$	9,000,000								
N	Design Museum phase 2	COP	Undetermined \$	250,000								
Y	Downtown Road Improvements- Cobb Street		Undetermined \$	1,100,000								
Y	Historic Palmer Water Tower Purchase		Undetermined \$	100,000								
Y	Restore Railroad Tracks to Downtown Palmer		Undetermined \$	3,000,000								
Y	Park Project Walk to the Fair		Undetermined \$	300,000								
N	Babb Aboretum Restoration		Undetermined \$	75,000								
N	Sherrod Area Gravel to Road resurfacing		Undetermined \$	1,000,000								
Totals				\$ 58,666,722	\$ 2,365,982	\$ 1,226,284	\$ 1,668,300	\$ 2,894,584	\$ 1,381,500	\$ 1,430,900	\$ 3,569,100	\$ 607,000

2022 Funding Breakdown	\$ 1,668,300	additional \$407,469 from General Fund unassigned balance
General Fund \$	\$567,531 from annual contribution	
Airport Fund \$	975,000	Enterprise Fund
Solid Waste Fund \$	538,300	Enterprise Fund
W/S \$	155,000	Enterprise Fund

2023 Funding Breakdown	\$ 1,381,500	additional \$375,000 from General Fund unassigned balance
General Fund \$	\$500,000 from annual contribution	
W/S \$	875,000	from enterprise funds
Airport Fund \$	355,000	Enterprise Fund
	151,500	Enterprise Fund

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2021 total	2021 Remaining	2022 Addition	2022 Total	2023 Addition	2024 Addition	2025 Addition	2026 Addition
2024 Funding Breakdown												
		\$ 1,430,900	additional									
		\$450,000 from annual contribution	from General Fund unassigned balance									
General Fund	\$ 1,270,000	from enterprise funds										
W/S	\$ 75,000	Enterprise Fund										
Airport Fund	\$ 85,900											
2025 Funding Breakdown												
		\$ 3,569,100	additional									
		\$400,000 from annual contribution	from General Fund unassigned balance									
General Fund	\$ 1,240,000	from enterprise funds										
W/S	\$ 135,000	Enterprise Fund										
Airport Fund	\$ 2,194,100											

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: October 19, 2021
Public Hearing: October 19, 2021
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 22-005

A Resolution of the Palmer City Council Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022, and Appropriating Monies

WHEREAS, as required in Chapter VI of the City of Palmer Municipal Charter, a public hearing regarding the City of Palmer Fiscal Year 2022 Budget was held on Tuesday, October 19, 2021, and continued on Tuesday, December 14, 2021; and

WHEREAS, the Palmer City Council has reviewed the budget presented by the City Manager for the 2022 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council:

Section 1. That the budget presented to the Council by the City Manager for the fiscal year 2021 has been reviewed by the City Council.

Section 2. That money shall be appropriated from all City funds as follows:

	Revenues
General Fund (01)	\$ 12,237,127
Enterprise Funds	
Water/Sewer (02)	\$ 3,470,540
Airport (03)	\$ 410,561
Solid Waste (05)	\$ 792,000
Golf Course (15)	\$ 633,000
Capital	
General CIP Projects (08)	\$ -
General CIP Equipment (09)	\$ -
Road Fund (10)	\$ -
Water & Sewer Projects (24)	\$ 155,000
Airport CIP Projects (30)	\$ -
Special Revenue Funds	
Police Grants (52)	\$ 122,650
Narcotics Grant (53)	\$ 115,983
Total Revenues	\$ 17,936,861

	Expenditures
General Fund (01)	\$ 12,170,370
Enterprise Funds	
Water/Sewer (02)	\$ 2,789,965
Airport (03)	\$ 410,561
Solid Waste (05)	\$ 822,799
Golf Course (15)	\$ 633,000
Capital Improvements	
General CIP Projects (08)	\$ -
General CIP Equipment (09)	\$ -
Road Fund (10)	\$ -
Water & Sewer Projects (24)	\$ 155,000
Airport CIP Projects (30)	\$ -
Special Revenue Funds	
Police Grants (52)	\$ 122,650
Narcotics Grant (53)	\$ 115,983
Total Expenditures/Expenses	\$ 17,220,328

Section 3. That the rate of the tax levy for the City of Palmer, Alaska for the fiscal year 2022 shall be fixed at 3.00 mills upon each dollar of assessed taxable real and personal property. The revenue from this tax levy is to be used for city purposes.

Section 4. That the 2022 budget is hereby approved for all funds in the amounts and for the purposes as stated above. The supporting line item budget detail as presented by the administration and reviewed by council is incorporated as part of this budget resolution.

Section 5. That the City of Palmer Fiscal Year 2022 operating budget is adopted for a period of one (1) year, that being from January 1, 2022, through December 31, 2022.

Approved by the Palmer City Council this 14th day of December, 2021.

Edna B. DeVries, Mayor

Shelly Acteson, CMC, City Clerk

2022 PROPOSED BUDGET

IS AVAILABLE ON THE CITY'S WEBSITE AT
<https://www.palmerak.org/finance/page/budget-documents>
WITH HARD COPIES PROVIDED AT THE
MEETING.

**City of Palmer
Action Memorandum No. 21-068**

Subject: To Authorize the City Manager to Execute a New Lease Agreement with Lazy Mountain Hangar, LLC on Lease Lot 21, Block 3, Palmer Municipal Airport for the Purpose of Constructing a New Aircraft Hangar.

Agenda of: December 14, 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: \$ **2,284.56**

This legislation (√):


- Creates revenue in the amount of: \$ 2,284.56
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 03-00-00-3431 Land Leases \$1,660.00
- Not budgeted 03-00-00-3431 Land Leases \$624.56

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Leasing Application Lazy Mountain Hangar, LLC
2. Draft Lease Agreement PMA No. 22-001
3. PMA Lease No. 22-001 Exhibit A
4. Identity Documents LMH LLC
5. Draft Memorandum of Lease PMA No. 22-001

Summary Statement/Background:

Lazy Mountain Hangar LLC would like to construct their second hangar at the Palmer Municipal Airport on lease lot 21 next to their original hangar on lease lot 20. Lease lot 21 came available this summer after the City was forced to terminate the 2018 lease agreement due to lack of construction performance by the prior Lessee after three years. The original lease lot 20 hangar is now 100% sub-leased to a current viable airport tenant.

The owners of Lazy Mountain Hangar LLC will store their personal aircraft in the new hangar, plus offer much needed small aircraft rental storage space. The design will be exactly the same as their hangar on lease lot 20 and they will engage the same general contractor to construct the project. The last project went well, and it is anticipated that the new construction project will follow suit.

Lazy Mountain Hangar LLC was the first in line on a three-deep waiting list and have agreed to a 9.5 cents per foot leasing rate.

Administration's Recommendation:

Approve Action Memorandum No. 21-068.



PALMER Alaska

WARREN "BUD" WOODS PALMER MUNICIPAL AIRPORT LAND LEASE APPLICATION

Applicants Name: Dayton & Beth Madison

Lessee Name: Lazy Mountain Hangar, LLC
(If different than Applicant)

Address: PO Box [REDACTED]
Palmer, AK 99645

Phone No.: (1) 907-982 [REDACTED] (2) _____

E Mail Address: dbmadison@[REDACTED]

Leasing Entity: Individual Sole Proprietorship Partnership
 Corporation LLC Government Other

- **Business entities other than Sole Proprietorships must provide a list of all partners, shareholders, members, etc. of the entity, Titles or Office held and the percentage of ownership. Typically, these persons will each be required to sign as guarantors of the lease, if granted.**

Proposed Use of the Leased Area: GA aircraft hangar; personal use storage/
maintenance; airplane storage rental space

Airport Lease Lot Requested: 21 **Second Choice:** _____

SITE DEVELOPMENT:

Cost Estimate of Proposed Site Improvements: \$ 10,000

Description of Site Improvements: Clear organics, import gravel
(Include size of gravel / asphalt paving area) ~2,500 SF gravel pad for vehicle parking;
~4,800 SF of asphalt for aircraft parking/taxiing

Cost Estimate of Proposed Building Improvements: \$ 400,000

Description of Building Improvements: ~5,000 SF metal-clad hangar
(Include size of hangar and type of structure) 60' x 83'-4", wood frame with metal siding/
roof; one 16' x 56' hydraulic lift door

Date of Plans & Specifications Submittal: Feb 2022

Date of Start of Construction: June 2022

Date of Completion: October 2022

- See Section Article II – Improvements, Article III – Use of the Leased Premises, and Article IV – Taxes, Indemnification & Insurance of PMA Lease Agreement
- Length of Lease Term will be determined by Capital Investment into improvements of proposed Lease Lot.

SITE PLAN: (To include the Following)

- Drawn to Scale
- Vehicle Access and Parking Areas
- Gravel / Paved Areas
- Aircraft Access / Parking / Tie Downs
- Location of Utilities on the Leased Lot
- Snow Storage Area(s)
- Location & Dimension of Building(s) to include Height & Type of Construction

ACKNOWLEDGEMENTS:

- Applicant(s) and Lessee agree to abide by all applicable federal, state and municipal regulations.
- Applicant(s) and Lessee agree to abide by PMA Hangar Policy (Attached)
- Applicant(s) and Lessee understand that there is a \$500 Lease Application fee and that said fee is non-refundable if Lease is approved by the City of Palmer and not executed by Lessee within six (6) months of approval date. Said fee is refundable if proposed lease is not approved or rejected by the City of Palmer.
- Application fee will be applied to future lease payments.

Applicant:

MADISON.ELIZABET
H.A.1590119764

Digitally signed by
MADISON.ELIZABETH.A.1590119764
Date: 2021.11.29 11:41:27 -09'00'

11/29/2021

Signature

Date

Beth Madison

Printed Name



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

**PALMER MUNICIPAL AIRPORT
LEASE AGREEMENT No. 22-001**

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DRAFT



City of Palmer

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

**PALMER MUNICIPAL AIRPORT
LEASE AGREEMENT No. 22-001**

This LEASE AGREEMENT is made and entered into this 1st day of January 2022, 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 Lazy Mountain Hangar, LLC, 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 21
Containing 0.55 acres or 24,048 square feet, more or less
A.K.A. 811 S. Airport Road, 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: Aircraft Storage (including Aircraft Rental Space), Aircraft Maintenance, and other approved 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 25 years, commencing on the 1st day of January 2022 (the "Commencement Date") and ending on the 31st day of December of 2047, subject to the terms of provisions hereof.
- B. Provided Lessee fully and faithfully performs all of the covenants and conditions contained herein for the term of the Lease, Lessor may approve an additional period of 20 years at

the expiration of this Lease so that the total number of years available to Lessee is 45 years. As with the initial term at the start of and continuing through the renewal period,

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:
1. Not more than 24 months nor less than 12 months before the end of the term of this Lease, the Lessee must indicate in a signed writing delivered to the Palmer City Manager, the Lessee's request to exercise the option to renew this Lease.
 2. If Lessee fails to notify Lessor within said time period, this Lease shall be deemed terminated at the scheduled expiration date.

Section 1.3 Rent

- A. Lessee shall pay to the Lessor as rent during the term hereof the sum \$2,284.56 per year, payable annually in advance without demand, beginning July 1, 2022, 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: (24,048 square feet X \$0.095 cents per square foot)
1. In addition, Lessee shall pay the prorated amount from execution of lease to June 30, 2022 for \$1,133.06 ($\6.26×181 days), Less the \$500.00 lease application fee received on November 29, 2021 to be applied to the prorated portion due January 1, 2022 or initial prorated sum of \$633.06. ($\$1,133.06 - \$500.00 = \633.06)
 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. ($0.12\% / 365 = .00033 \times \$2,284.56 = \$0.75$ 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 marketplace, 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 experiencing in appraising properties similar to the premises. (The "Qualified Appraiser"). The cost of the initial appraisal shall be born 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. Promptly after the execution and delivery of this Lease, and as hereinafter more particularly provided, the Lessee at its own cost and expense shall cause plans and specifications to be prepared for the construction of the following building, structures and improvements to be placed on the leased Premises, hereinafter referred to as "Improvements".
 - 1. Improvements consist of: 60' x 83' 4" Wood Framed Aircraft Hanger
 - 2. 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

- A. The Lessee at its own cost and expense shall have prepared conceptual plans for improvements and shall prepare and submit them to the Department of Community Development and the Airport Manager on or before March 15, 2022. The conceptual plans shall have a site plan, building floor plan, all four building elevations and the improvements to be constructed.

- B. The Lessee shall submit the conceptual plans required (as outlined by this section) within the time specified, or the Lessor shall have the right and privilege to terminate this Lease on ten (10) days written notice and if such notice is given this Lease shall terminate and shall be of no further force and effect at the expiration of such ten-day period.

Section 2.3 Conceptual Plans

- A. The Department of Community Development shall examine the conceptual plans and within thirty (30) days after submission, the Airport Manager shall inform the Lessee in writing of any objections to the conceptual plans.
 - 1. In event of objections, the Lessee shall have thirty (30) days to propose any corrective amendments which the Airport Manager shall accept or reject within the next twenty (20) days.
 - 2. Failure of the Airport Manager to inform the Lessee in writing of his or her objections within twenty (20) days shall constitute the Airport Manager's and the Department of Community Development's approval.
- B. The Airport Manager's and Department of Community Development's approval of the conceptual plans submitted by Lessee shall not constitute the assumption of any liability of Lessor for their compliance or conformity with applicable building codes, zoning regulations, and/or city, borough, state and federal laws, ordinances and/or regulations, or for their accuracy.
 - 1. Lessee shall be solely responsible for such plans.
 - 2. The Airport Manager's and Department of Community Development approval of such plans shall not constitute a waiver of Lessor's right to thereafter 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.
 - 3. The review and approval required by this section is in addition to any other review and approval needed for any required building permits or similar authorization.

Section 2.4 Final Plans

After the Airport Manager has notified the Lessee of his or her approval of the conceptual plans and specifications, the Lessee shall promptly apply to the appropriate municipal department for a building permit for any construction or building required to be erected by Lessee pursuant to this Article.

- A. The Lessee shall submit to the Airport Manager any plans and detailed drawings including copies which may be required for the permit before submitting the plans and drawings for a permit.
- B. Thereafter the Lessee at the Lessee's own expense shall proceed promptly with preparation of complete and final plans and complete detailed specifications (such plans and specification hereafter termed "final plans") for the Improvements and shall submit to the Airport Manager for the Airport Manager's approval the final plans as soon as practicable.
- C. The failure of the Lessee to proceed promptly with the preparation of final plans or to submit final plans as required by this section shall constitute a default and breach of this Lease and shall enable the Lessor to terminate this Lease on ten days written notice.

Section 2.5 Airport Manager's Approval

The Airport Manager shall not unreasonably withhold his or her approval to any conceptual plans, specifications, any plans and detailed drawings, or any final plans or complete detailed specifications.

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 the Improvements and 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

If the Lessee has not commenced construction of the Improvements by, on or before August 15, 2022, the Lessor shall have the right at Lessor's option to terminate this Lease on thirty (30) days written notice.

Section 2.8 Completion of Construction

- A. The Lessee shall have completed construction of the Improvements by, on or before December 31, 2022.
- B. The construction shall be completed when the Improvements have been substantially completed and are capable of the use for which they were intended.
- C. If the Lessee has not completed the construction by the scheduled completion date the Lessor shall have the right, at Lessor's option, to terminate the Lease on ten days written notice.

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

- A. The work, 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 110% of the estimated cost of the Improvements 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.
- B. The work, if funded by an Alaskan Financial Institution on behalf of the Lessee of \$100,000, as described in this lease document shall not begin until the Lessee's Financial

Institution has provided to the Lessor a "Letter of Guarantee" in an amount equal to 100% of the cost of improvements in a "Construction Escrow Account" and guarantees the payment by Lessee, Lessee's Contactor or Lessee's Financial Institution of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work, in a form approved by the City.

- C. Bonds shall be a performance bond from a company qualified by law to act as a surety in the State of Alaska. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Lessee as the principal. The surety must be rated by A.M. Best as an A or B surety.
- D. The Lessee may deposit cash in an escrow with a bank qualified by law to do business in the State of Alaska. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.
- E. The Lessee may provide to the City, an irrevocable letter of credit or loan commitment by a bank qualified by law to do business in the State of Alaska naming the City as beneficiary. The letter of credit or loan commitment agreement shall be in a form approved by the City.
- F. The Lessee may grant the City a first deed of trust on real property located in the Matanuska-Susitna Borough to secure the estimated cost of all improvements. The City will accept the first deed of trust if:
 - 1. The Matanuska- Susitna Borough's assessed value for the tax purposes equals or exceeds the amount to be secured by the deed of trust; and
 - 2. The City obtains at the Lessee's expense, a policy of title insurance from a recognized Title Company doing business in the Matanuska Susitna Borough naming the City as the insured beneficiary of the first deed of trust in the amount of the estimated cost of all improvements.

Section 2.12 Inspection

During construction, the Lessor shall have the right, from time to time, to inspect the Improvements and in the event that during the construction or at any time prior to the issuance of a final certificate of occupancy, the Lessor determines that the Improvements are not being constructed in accordance with the plans and specifications specified in this lease, Lessor may give notice in writing to the Lessee specifying in detail the particular deficiency, omission or other respect in which the Lessor claims construction does not meet the plans and specifications. Upon receipt of any such notice the Lessee shall take steps necessary to correct any deficiencies, omissions or otherwise.

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

Within sixty (60) days after the project's completion date, the Lessee shall deliver to the Lessor a surveyed plot plan of the leased Premises showing the completed Improvements as built in relation to the property lines of the leased Premises.

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 of 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 here under 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 Lessors 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 reduce, 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-moth 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: Lazy Mountain Hangar, LLC
C/O Dayton J. Madison
PO Box 2725
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 require 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,

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Dayton J. Madison, Member / Owner of Lazy Mountain Hangar, the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company 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)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Elizabeth A. Madison, Member / Owner of Lazy Mountain Hangar, the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company 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 COLORADO)
)ss.
RIO BLANCO DISTRICT)

This is to certify that on the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared, Jeffery D. Madison, Member / Owner of Lazy Mountain Hangar, the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company 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 Colorado

My commission expires: _____

NOTARY

STATE OF COLORADO)
)ss.
RIO BLANCO DISTRICT)

This is to certify that on the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared, Nancy E. Madison, Member / Owner of Lazy Mountain Hangar, the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company 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 Colorado

My commission expires: _____

GUARANTOR(s):

By: _____
Dayton J. Madison, (Individually)

Date: _____

By: _____
Elizabeth A. Madison (Individually)

Date: _____

By: _____
Jeffery D. Madison (Individually)

Date: _____

By: _____
Nancy E. Madison (Individually)

Date: _____

NOTARY

STATE OF ALASKA)

)ss.

THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Dayton J. Madison, 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

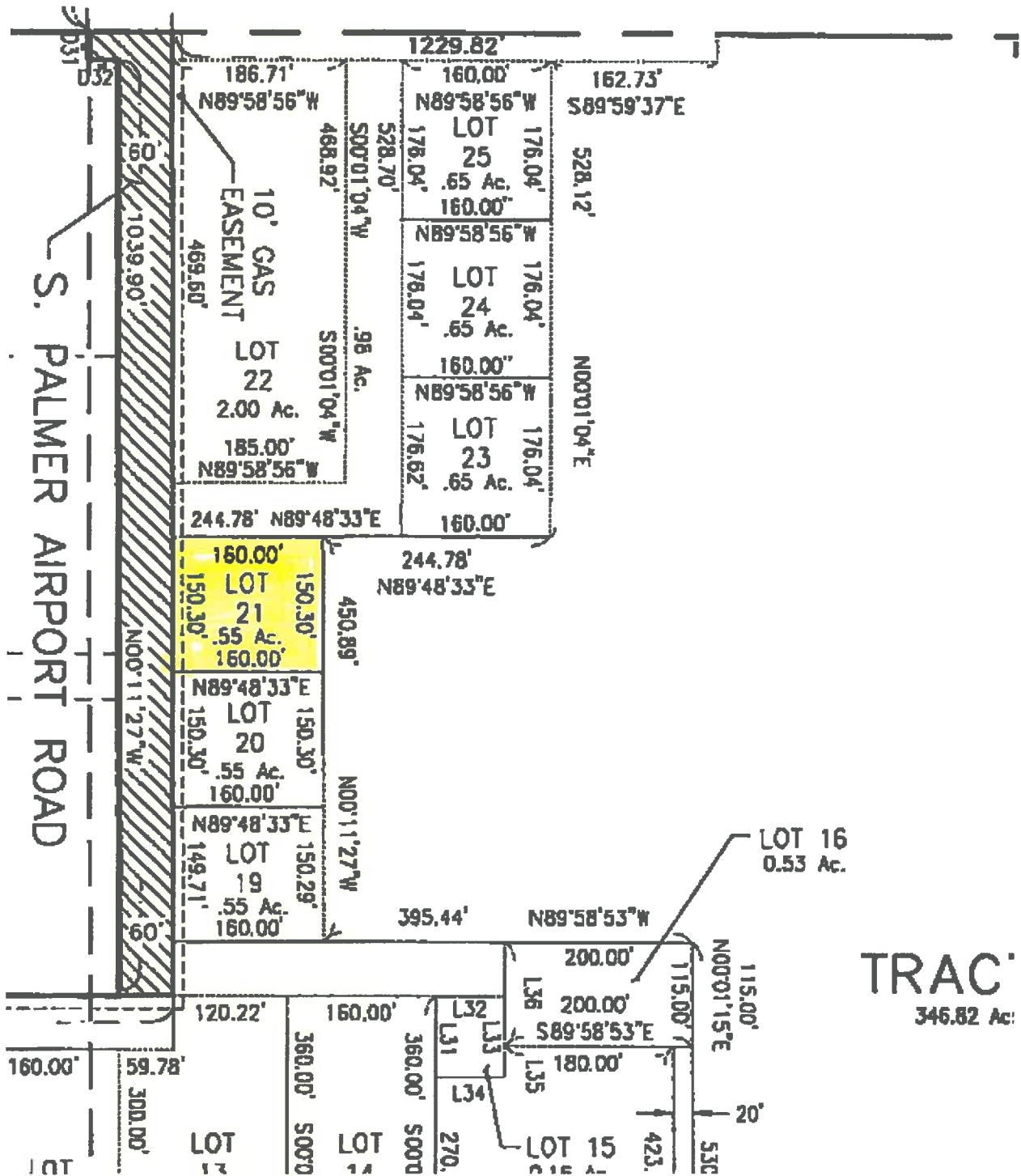
My commission expires: _____

EXHIBIT "A"

PMA LEASE NO. 22-001

PALMER MUNICIPAL AIRPORT: BLOCK 3, LEASE LOT 21

A.K.A. 811 S. AIRPORT ROAD, PALMER, AK. 99645



State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Lazy Mountain Hangar, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective July 16, 2019.

A handwritten signature in cursive script that reads "Julie Anderson".

Julie Anderson
Commissioner

[Details](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Lazy Mountain Hangar, LLC

Entity Type: Limited Liability Company**Entity #:** 10109709**Status:** Good Standing**AK Formed Date:** 7/16/2019**Duration/Expiration:** Perpetual**Home State:** ALASKA**Next Biennial Report Due:** 1/2/2023**Entity Mailing Address:** PO BOX 2725, PALMER, AK 99645**Entity Physical Address:** 821 S. AIRPORT RD., PALMER, AK 99645

Registered Agent

Agent Name: Dayton Madison**Registered Mailing Address:** PO BOX 2725, PALMER, AK 99645**Registered Physical Address:** 5430 N. CURT CIRCLE, PALMER, AK 99645

Officials

 Show Former

AK Entity #	Name	Titles	Owned
	Dayton Madison	Member	5.00
	Elizabeth Ann Madison	Member	5.00
	Jeffrey Dean Madison	Member	45.00
	Nancy Elita Madison	Member	45.00

Filed Documents

Date Filed	Type	Filing	Certificate
7/16/2019	Creation Filing	Click to View	Click to View
7/16/2019	Initial Report	Click to View	
2/03/2021	Biennial Report	Click to View	

[Close Details](#)[Print Friendly Version](#)



THE STATE
of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

FOR DIVISION USE ONLY

Domestic Limited Liability Company

2021 Biennial Report
For the period ending December 31, 2020

Web-2/3/2021 1:18:11 PM

Due Date: This report along with its fees are due by January 2, 2021

Fees: If postmarked before February 2, 2021, the fee is \$100.00.

If postmarked on or after February 2, 2021 then this report is delinquent and the fee is \$137.50.

Entity Name: Lazy Mountain Hangar, LLC

Entity Number: 10109709

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 821 S. AIRPORT RD., PALMER, AK 99645

Mailing Address: PO BOX 2725, PALMER, AK 99645

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Dayton Madison

Physical Address: 5430 N. CURT CIRCLE, PALMER, AK 99645

Mailing Address: PO BOX 2725, PALMER, AK 99645

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Member
Dayton Madison	PO BOX 2725, PALMER, AK 99645	5.00	X
Elizabeth Ann Madison	PO BOX 2725, PALMER, AK 99645	5.00	X
Jeffrey Dean Madison	PO BOX 986, MEEKER, CO 81641	45.00	X
Nancy Elita Madison	PO BOX 986, MEEKER, CO 81641	45.00	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

Purpose: Lessor of hangar space, and any lawful

NAICS Code: 531190 - LESSORS OF OTHER REAL ESTATE PROPERTY

New NAICS Code (optional):



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

**PALMER MUNICIPAL AIRPORT
MEMORANDUM OF LEASE AGREEMENT No. 22-001**

This is a Memorandum of Lease Agreement No. 22-001 made and entered into as of this _____ day of _____, 2022, 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 Lazy Mountain Hangar, LLC, hereinafter referred to as the "Lessee".

Agree upon the following terms:

1. **Lease.** The provisions set forth in a written Lease Agreement No. 22-001 between the parties hereto dated the 1st day of January 2022, are hereby incorporated by reference into this Memorandum.

2. **Demised Premises.** The Demised Premises, which are the subject of The Lease Agreement No. 22-001, 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 21
Containing 0.55 acres or 24,048 square feet, more or less
A.K.A. 811 S. Airport Road, 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 **January 1, 2022**, as set forth within the terms of the Lease. The Term of the Lease Agreement shall be 25 years from the Commencement Date as stated in the written Lease. The initial term shall commence on the date hereof and terminate on **December 31, 2047**. Provided Lessee fully and faithfully performs all of the covenants and conditions contained herein for the term of the Lease, Lessor may approve an additional period of 20 years at the expiration of this Lease so that

the total number of years available to Lessee is 45 years. As with the initial term at the start of and continuing through the renewal period.

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. 22-001, 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: Lazy Mountain Hangar, LLC
C/O Dayton J. Madison
PO Box 2725
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. 22-001; it being distinctly understood and agreed that said Lease Agreement No. 22-001 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. 22-001 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. 22-001. In the event of any inconsistency between the terms of the Lease Agreement No. 22-001 and this instrument, the terms of the Lease Agreement No. 22-001, 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: _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 2022, 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: _____

ASSIGNEE AND LESSEE: LAZY MOUNTAIN HANGAR, LLC

By: _____ Date: _____
Dayton J. Madison (Member)

By: _____ Date: _____
Elizabeth A. Madison (Member)

By: _____ Date: _____
Jeffery D. Madison (Member)

By: _____ Date: _____
Nancy E. Madison (Member)

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Dayton J. Madison, Member / Owner of Lazy Mountain Hangar, the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company 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)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Elizabeth A. Madison, Member / Owner of Lazy Mountain Hangar, the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company 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 COLORADO)
)ss.
RIO BLANCO DISTRICT)

This is to certify that on the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared, Jeffery D. Madison, Member / Owner of Lazy Mountain Hangar, the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company 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 Colorado

My commission expires: _____

NOTARY

STATE OF COLORADO)
)ss.
RIO BLANCO DISTRICT)

This is to certify that on the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared, Nancy E. Madison, Member / Owner of Lazy Mountain Hangar, the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company 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 Colorado

My commission expires: _____

NOTARY

STATE OF COLORADO)
)ss.
RIO BLANCO DISTRICT)

This is to certify that on the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared, Nancy E. Madison, 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 Colorado

My commission expires: _____

DRAFT

**City of Palmer
Action Memorandum No. 21-072**

Subject: Approving Mayor Steve Carrington's Resignation from Council Seat, Term Ending October 2024, and Declaring the Seat Vacant Effective December 14, 2021, in Accordance with PMC 2.04.061

Agenda of: December 14, 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	_____	_____

Certification of Funds:

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

This legislation (√):

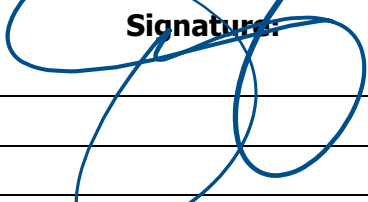
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Action Memorandum 21-072

Summary Statement/Background:

Mayor Steve Carrington submitted his resignation on December 2, 2021. Persons appointed to fill a vacancy shall serve until the next regular election, at which time a successor shall be elected to fulfill the remainder of the unexpired term of office.

The clerk will follow the process for filling a vacancy on Council by following recently adopted Ordinance 21-018, which amended PMC 2.04.65.

By approving Action Memorandum 21-072 as presented, the Council will approve the resignation of Council Member Steve Carrington, and begin the process of filling the vacant Council seat.

Administration's Recommendation:

Approve Action Memorandum No. 21-072

Chapter 2.30 BOARD OF ECONOMIC DEVELOPMENT

Sections:

- 2.30.005 Purpose.**
- 2.30.010 Creation.**
- 2.30.020 Duties.**
- 2.30.040 Compensation.**
- 2.30.050 Staff assistance to board.**
- 2.30.060 Quorum.**
- 2.30.070 Board chair.**
- 2.30.080 Meetings.**
- 2.30.090 Public meeting notification.**
- 2.30.100 Meetings – Rules of proceedings.**
- 2.30.110 Audience participation.**
- 2.30.120 Agenda and agenda packets.**
- 2.30.125 Order of business.**
- 2.30.130 Voting.**
- 2.30.140 Cause for removal.**
- 2.30.150 Conflict of interest.**



2.30.005 Purpose.

A. The purpose of the city of Palmer board of economic development is to develop a policy for the city of Palmer economic development plan based upon city council consideration. The plan is a statement of goals and objectives to guide the city in its provision of long-term, permanent employment opportunities, enhancement of the quality of life for city residents, highest and best land use, and maximum development of natural resources. The plan will describe the economic condition of the city and identify potential economic development areas.

B. The board shall also advise the city council on economic development issues. (Ord. 19-009 § 3, 2019; Ord. 08-004 § 3, 2008)

2.30.010 Creation.

A. There is created a city board of economic development which shall consist of seven members.

- B. Membership should include a varied representation from categories such as, but not limited to, business, tourism, industry, education, finance, health care and the general public interest.
- C. By 2022, at least two members shall reside within city limits. (Ord. 19-009 § 3, 2019; Ord. 15-019 § 7, 2015; Ord. 08-004 § 3, 2008)

2.30.020 Duties.

The board shall:

- A. Prepare a city of Palmer economic development plan.
1. The plan shall be updated annually and submitted to the council for consideration.
 2. The economic development plan and strategy shall be consistent with the city council policies and the city's comprehensive plan.
 3. The major components of the plan are:
 - a. Factual data to assure that city residents understand the current development situation as a base upon which to make decisions;
 - b. Identification of community visions and potentials (such as resources or location) that can be the basis for economic development;
 - c. Establishment of goals and intermediate objectives to point the direction of development activities, and upon which to measure progress toward satisfying long-term goals;
 - d. A strategy for development – an implementation plan of activities necessary to accomplish the city's stated goals and objectives.
 4. The plan shall encourage activities that:
 - a. Provide long-term benefits, quality of life, increased efficiencies and economies in public service, and increased permanent private sector employment to the residents of the city by strengthening and diversifying the present economic bases and encouraging and supporting new activities;
 - b. Have positive effects on the revenue and fiscal conditions of the city and do not impose burdensome costs to the taxpayer in excess of their positive effects.
 5. The plan must recognize and support the city council's policy statement that government does not produce wealth but instead supports the private sector's efforts to advance and promote commerce.
- B. Provide for research, public input, collect, analyze and disseminate information to the city council to evaluate economic development opportunities and strategies.

C. Identify impediments to economic development in the city of Palmer area imposed by all influences, such as government at all levels, and lack of transportation and energy systems necessary to support business and industry. (Ord. 19-009 § 3, 2019; Ord. 08-004 § 3, 2008)

2.30.040 Compensation.

A. Each board member shall receive \$50.00 per regular and special meeting attended in person or by teleconference.

B. A board member may decline compensation by completing the form required as provided by the city clerk. (Ord. 19-009 § 3, 2019; Ord. 14-016 § 3, 2014; Ord. 14-008 § 3, 2014; Ord. 08-004 § 3, 2008)

2.30.050 Staff assistance to board.

A. The city manager, or designee, shall assist the board and will be the regular technical advisor of the board, but shall not have the power to vote.

B. City staff shall provide a recording clerk to the board. The recording clerk shall keep a record of board proceedings. (Ord. 19-009 § 3, 2019; Ord. 08-004 § 3, 2008)

2.30.060 Quorum.

A quorum shall be made up of four members and be required to conduct a meeting, except that less than a quorum can adjourn a meeting to another time or date. (Ord. 19-009 § 3, 2019; Ord. 08-004 § 3, 2008)

2.30.070 Board chair.

A. The chair shall preside at all board meetings and may participate in the debate and vote on any matter.

B. In the absence of the chair, the vice chair shall exercise all the powers of chair. (Ord. 19-009 § 3, 2019; Ord. 14-016 § 4, 2014; Ord. 08-004 § 3, 2008)

2.30.080 Meetings.

A. *Public Participation.* All meetings are open to the public and the public shall have the reasonable opportunity to be heard.

B. *Regular Meetings.* Regular board meetings shall be held at least quarterly on the first Monday of each month beginning at 7:00 p.m. in the city council chambers, unless otherwise designated by the board.

C. *Special Meetings.* A special board meeting may be held at the call of the chair, any two members of the board, or the city manager. No business shall be transacted at any special meeting except that which is specifically stated in the meeting notice.

D. *Teleconferencing.*

1. A board member who will be absent from a meeting may participate in and vote at the meeting by teleconference under the following circumstances:

- a. Reasonable technical capabilities are available at the meeting location to allow the member to participate by teleconference, to include being able to hear and engage in discussion, and being audible to all persons participating in the meeting;
- b. Prior to the meeting reasonable efforts are made to ensure that the member participating by teleconference is provided with the meeting agenda and other pertinent documents to be discussed and/or acted upon. Access to the agenda and documents from the city's website will be considered sufficient access; and
- c. All votes taken at the meeting are by roll call.

2. Board members may not use teleconferencing as a regular form of participating in meetings.

3. Board members shall provide the chair and board's technical advisor with at least 24 hours' notice of their intent to participate in a meeting via teleconference and provide sufficient contact information for purposes of setting up the teleconference, unless another length of time for notice is agreed upon by the board's technical advisor.

4. Board members are responsible for any charges incurred due to their participation in a meeting via teleconference.

5. The chair may participate in meetings by teleconference but shall not act as presiding officer of the meeting.

E. *Adjournment.* The board shall adjourn not later than 10:00 p.m. and may not reconvene any earlier than 9:00 a.m. the next day. However, by two-thirds consent of the board the meeting may be extended for up to one hour, at which time adjournment is mandatory.

F. *Minutes.* Minutes shall be kept of the board's proceedings. The minutes shall record the vote of each member upon every question. Every decision or finding shall immediately be filed in the city clerk's office and shall be a public record open to inspection by any person. Minutes shall be kept in accordance with best practices to ensure permanent retention of the record of proceedings and maintained in accordance with applicable local and state laws.

G. *Report to the Council.* The board shall report at least biannually to the city council on board objectives and performance. (Ord. 19-009 § 3, 2019; Ord. 14-010 § 3, 2014; Ord. 11-001 § 3, 2011; Ord. 10-007 § 3, 2010; Ord. 08-004 § 3, 2008)

2.30.090 Public meeting notification.

- A. All public notices must include the date, time and place of a meeting.
- B. *Regular Meeting.* Public meeting notification shall be by means of publishing the agenda on the city's website five days prior to a regular meeting.
- C. *Special Meeting.* Public meeting notification shall be by means of publishing the agenda on the city's website five days prior to a special meeting. (Ord. 19-009 § 3, 2019; Ord. 14-016 § 5, 2014; Ord. 10-007 § 4, 2010; Ord. 08-004 § 3, 2008)

2.30.100 Meetings – Rules of proceedings.

Meetings shall be conducted under the current edition of Robert's Rules of Order, Newly Revised Edition. (Ord. 19-009 § 3, 2019; Ord. 14-016 § 6, 2014; Ord. 08-004 § 3, 2008)

2.30.110 Audience participation.

All presentations to the board shall be limited to three minutes per person, five minutes per group and also limited to a total time of not more than 30 minutes, unless the limitations are enumerable, in which case the presiding officer may set reasonable limits. (Ord. 19-009 § 3, 2019; Ord. 08-004 § 3, 2008)

2.30.120 Agenda and agenda packets.

- A. The agenda for each meeting shall be prepared by the city manager, or designee, after consultation with the chair. The agenda shall include any discussion item requested in writing and signed by the chair or two board members. The request shall be made to allow the time frames of PMC [2.30.090](#).
- B. The city manager, or designee, shall attempt to notify each board member at least 48 hours prior to a regular meeting. Notification shall be by means of a packet including information on the time and place of meeting and the agenda. Whenever practicable, minutes of the previous meeting and other background material pertinent to the agenda shall be included in the packet. (Ord. 19-009 § 3, 2019; Ord. 14-016 § 7, 2014; Ord. 08-019 § 3, 2008; Ord. 08-004 § 3, 2008)

2.30.125 Order of business.

At every regular meeting, the order of business shall be as follows:

- A. Call to order;
- B. Roll call;

- C. Pledge of allegiance;
- D. Approval of agenda;
- E. Approval of minutes of previous meetings;
- F. Reports;
- G. Audience participation;
- H. Unfinished business;
- I. New business;
- J. Board member comments;
- K. Adjournment. (Ord. 19-009 § 3, 2019; Ord. 14-016 § 8, 2014)

2.30.130 Voting.

- A. The chair shall declare all votes; but if any member doubts a vote, the chair, without further debate upon the question, shall request a roll call vote and the chair shall declare the result.
- B. The vote upon all matters considered by the board shall be taken by yes/yea or no/nay votes which shall be entered into the record, except that when the vote is unanimous, it shall be necessary only to so state.
- C. Every member present shall vote, unless the member is recused due to a declaration of conflict of interest as stated in PMC 2.30.150.
- D. The affirmative vote of at least four members shall be required for official action of the board. (Ord. 19-009 § 3, 2019; Ord. 14-016 § 9, 2014; Ord. 08-004 § 3, 2008)

2.30.140 Cause for removal.

- A. A board seat shall become vacant upon the occurrence of any of the following:
 - 1. Expiration of the term of office;
 - 2. Death of the board member;
 - 3. Resignation approved by the council;
 - 4. Ceasing to possess the required eligibility qualifications to be a board member;
 - 5. Conviction of a felony involving moral turpitude;
 - 6. Judicial determination that the board member is of unsound mind;

7. No longer physically resides in the city if it was a requirement of a member's appointment; and
 8. Other just cause for removal, as determined by a majority vote of the city council.
- B. In addition, a board member may be removed by the council if, during any 12-month period while in office:
1. The board member is absent from three meetings without excuse; or
 2. The board member is absent from six meetings.
 3. Absence from a meeting for good and sufficient cause shall be provided to the chair and board's technical advisor prior to the meeting. The board will determine if the good or sufficient absence is considered excused or unexcused by means of consent of the board. The absence will be presumed unexcused if notification of the absence is not received prior to the meeting. (Ord. 19-009 § 3, 2019; Ord. 14-016 § 10, 2014; Ord. 10-007 § 5, 2010; Ord. 08-004 § 3, 2008)

2.30.150 Conflict of interest.

- A. A board member shall declare a substantial financial interest the member has in an official action prior to discussion and vote on the matter;
- B. The chair shall rule on the request to be excused from discussion and vote;
- C. The decision of the chair on the request may be overridden by a majority vote of the board and shall be decided without debate. (Ord. 19-009 § 3, 2019; Ord. 14-016 § 11, 2014)

The Palmer Municipal Code is current through Ordinance 21-016, passed September 28, 2021.

Disclaimer: The city clerk's office has the official version of the Palmer Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

City Website: www.palmerak.org

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