

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

City Manager John Moosey
City Clerk Shelly M. Acteson, CMC
City Attorney Sarah Heath, Esq.

City of Palmer, Alaska
Regular City Council Meeting
April 12, 2022, 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 (Page 3)

1. Approval of Consent Agenda
 - a) **Information Memorandum No. 22-002**, Cedar Park Subdivision Agreement (Page 3)
 - b) **Information Memorandum No. 22-003**, Memorandum of Agreement Regarding Traffic Signal at Felton Street and Palmer-Wasilla Highway (Page 131)
2. Approval of Minutes of Previous Meetings
 - a) March 22, 2022, Regular Meeting Minutes (Page 137)

E. COMMUNICATIONS AND APPEARANCE REQUESTS

F. REPORTS

1. City Manager's Report
2. Mayor's Report (Page 141)
3. City Clerk's Report
4. City Attorney's Report (Page 149)
 - Analysis of Current Status of the City's Relationship with the Greater Palmer Chamber of Commerce

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARINGS

1. **Ordinance No. 22-002**, An Ordinance of the Palmer City Council Enacting the Zoning Map to Revise the Zoning Designation of Lot 100, Block 1, Felton Add Subdivision, from R-3, Medium Density Residential to R-4, High Density Residential (Page 153)
2. **Resolution No. 22-012**: Authorizing the City Manager to Declare Support for Senate Bill 111 (Page 173)
3. **Resolution No. 22-013**: Authorizing the City Manager to Accept the Volunteer Fire Assistance Volunteer Fire Assistance Grant Award (Page 177)
4. **Resolution No. 22-014**: Authorize the City Manager to purchase new sewer cleaner truck in the amount of \$455,431.42 (Page 183)

I. UNFINISHED BUSINESS

J. NEW BUSINESS

1. **Action Memorandum No. 22-021**: Direct the City Manager to Execute a Commercial Operating Agreement between the City of Palmer and Alaska Skydive Center, LLC (Page 193)

2. **Action Memorandum No. 22-022:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection of the license renewal of Caboose Lounge #1194. (Page 211)
3. **Action Memorandum No. 22-023:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection of the license renewal of Iron Horse Liquor #1195 (Page 223)
4. **Action Memorandum No. 22-024:** Approve the Sub-Lease of Lease Lot 28, Block 3, Palmer Municipal Airport between Michael Meekins and Diane Meekins d.b.a Meekins’ Air Service to Steve Odean d.b.a. Advanced Aero Technologies Group (Page 235)
5. **Action Memorandum No. 22-025:** Approving a Council Community Grant to 49th State Street Rodders Association Inc. (Page 259)
6. **Action Memorandum No. 22-026:** Approving a Council Grant to Rodeo Alaska (Page 267)
7. **Action Memorandum No. 22-027:** Authorize Utilization of Funds Awarded from the State of Alaska Homeland Security Grant and Approved by the City of Palmer Council in Resolution No. 21-036 for the Purchase and Installation of a Millennium Electronic Door Lock System in Palmer Fire & Rescue Structures (Page 277)

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
Apr 26	Regular	6 pm	
May 3	Special	6 pm	Certify April 19 Special Election
May 10	Regular	6 pm	
May 24	Regular	6 pm	
Jun 14	Regular	6 pm	
Jun 28	Regular	6 pm	
July 12	Regular	6 pm	
July 26	Regular	6 pm	
August 9	Regular	6 pm	
August 23	Regular	6 pm	

**City of Palmer
Information Memorandum No. 22-002**

Subject: Cedar Park Subdivision Properties LLC Subdivision Agreement

Agenda of: April 12, 2022

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. Cedar Park Supplemental Information
2. Cedar Park Subdivision Plat
3. Variances to Subdivision Application Cedar Park
4. Cedar Park Appeal Final Decision
5. Resolution No. 21-015 Authorizing City Manager to execute a subdivision agreement with a variance
6. Septic Maintenance Agreement
7. Cedar Park Subdivision Agreement
8. Fact Sheet National Firewise Communities Program

Summary Statement/Background:

The purpose of the Information Memorandum is to inform on the approval of a subdivision agreement for Cedar Park.

Cedar Park is an approved subdivision with approximately 89 acres consisting of 83 homesites.

Although common development practices in the Matanuska-Susitna Borough, this subdivision consisting of individual well and septic on large lots is the first for the City of Palmer.

Three variances were approved under the authority of the City Manager. This permitted the subdivision to be completed using private wells and private septic systems. A public hearing was conducted on April 20, 2021.

An additional variance to allow the subdivision a rural design was approved by the City Council under Resolution 21-015. This removed the requirement of a curb and gutter system, requiring all storm water to be managed within the subdivision development.

The subdivision agreement was approved on March 18, 2022.

Cedar Park

Supplemental Information



Proposed 83

Large Lot Subdivision

Supplemental Information related to Cedar Park the Proposed 83 large lot subdivision

I. Introduction

The proposed Cedar Park Subdivision consists of eighty-nine acres located off the Marsh Road and the Old Glenn Highway. It is the largest land holding within the city limits of Palmer and the most northern parcel. It is to the north of draft study areas for annexation B and C which are currently undeveloped. The owner of Cedar Park Subdivision is Connie Yoshimura, an investor in the land for over twenty years and now the sole owner of Cedar Park Development, LLC. She has over 30 years of residential development experience in Anchorage and Eagle River, including communities Heritage Estates, Turnagain View Estates, Potter Creek, Huffman Timbers and most recently Sandhill Reserve at the corner of W. 80th and Sand Lake Road in Anchorage.

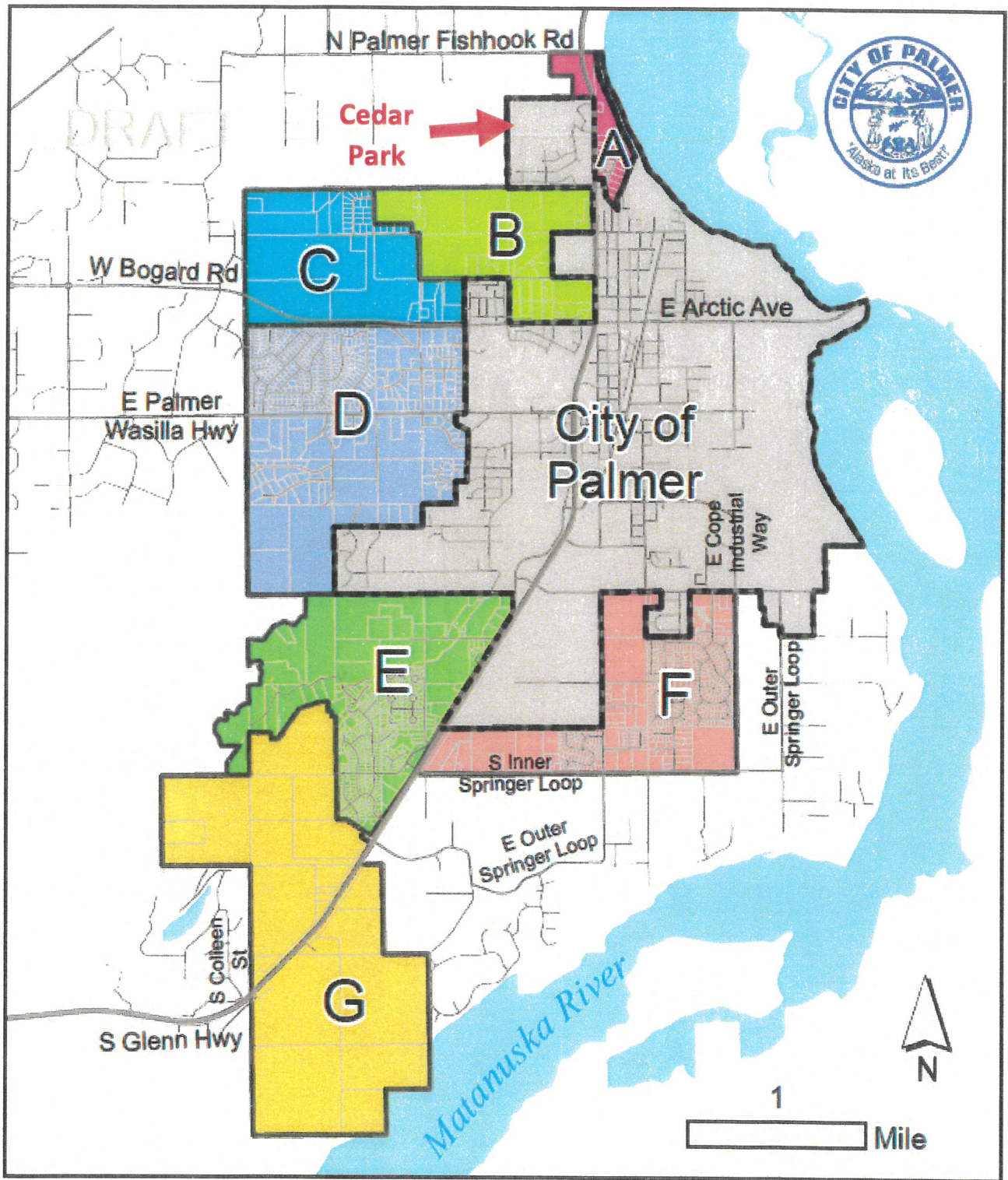
II. Annexation

A. The choices made on this subdivision application will reverberate throughout the annexation process and for the next five to ten years. Your vote to support this subdivision and requested variances will demonstrate a willingness to work with landowners and favorable and responsible, high-quality development to those sixty-five percent of residents who do not support annexation.

B. Palmer is a community where residents enjoy the unique character, lifestyle, and community values that have been in existence for decades. The developers goal is to retain the unique lifestyle and community values while adding additional housing for the economic benefit of the community. Larger homesites offer privacy and the ability to plant more trees, shrubs and enjoy a garden plot in keeping with the agriculture history of Palmer.

C. The City's granting of variances, reconsideration, and revision of certain existing land use policies and related codes are critical for future development and annexation success. The development codes that have been designed for the current City need to be refashioned to accommodate the more rural/suburban growth likely to occur on the remaining residential land in the City of Palmer and the annex areas.

D. Cedar Park will add 83 new homes that will contribute to the community as a whole and conserve the unique character and quality of a natural, community life that residents of Palmer and the surrounding area now enjoy, including that rural residential feel with larger homesites and 2.5 acres of open space.



**City of Palmer
2020 Annexation Study**

Date: 10/26/2020 5:43 PM
Source Data:
Matanuska Susitna Borough GIS

Draft Study Areas

- A
- B
- C
- D
- E
- F
- G
- Palmer City Limits

II. Real Estate Market Conditions

A. The City of Palmer housing needs have been historically underdeveloped. Just 3.79-percent (73) of new construction homes built between 2015 and 2020 in the Mat Su Borough (1,976) have been constructed within the City limits.

B. According to the U.S. Census Borough, 53% of homes in Palmer were built before 1989, and only 2.1% built in 2014 or later.

C. According to the Alaska Multiple Listing Service, there were 333 new construction homes sold in the Mat-Su Borough in 2020. In the City of Palmer, there were seven new construction homes built in 2020.

D. Due to the lack of buildable land and the requirements associated with development, the City of Palmer is not keeping pace with its neighbors in the Borough and the opportunity to increase the tax base that comes with new home construction.

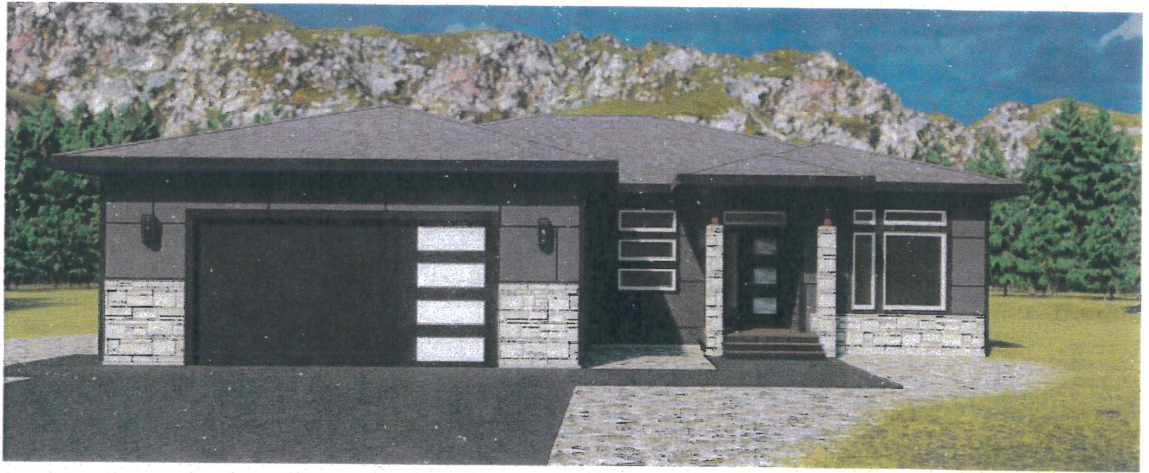
III. Economic Impact of Residential Construction

A. The positive impact of new residential construction is far-reaching, bringing benefits to families, businesses, and services through the community immediately, as well as for years to come. The economic impact includes shopping at local stores, eating at local restaurants, hiring local companies to maintain their homes, such as landscaping, house cleaning, and pet sitters. The children enroll in local schools. This increases enrollment, meaning more teachers, janitors, cafeteria workers, and other school support staff. These kids also join sports leagues and other activities, buy equipment and pay registration fees. All of this economic activity puts income into the pockets of local business owners and their families, who can then afford to go out and spend money themselves, which recycles even more cash into the community's economy.

B. The new families also pay state and local taxes. These tax revenues help pay for a wide range of government services, including school teachers, police departments, refuse collection, park maintenance, and road repairs. Over the long term, as the families who move into new homes become part of the community, their positive impact continues. With 83 new homes with an assessed value of \$400,000, annual property taxes will provide \$442,622 in revenue when built out.

C. Families who buy a newly built home enjoy the benefits, including safety, amenities, energy efficiency, and floor plans to fit a modern lifestyle. But the advantages of new homes extend far beyond the buyers and the builders – residential construction has a positive, direct impact on the local community for years.





IV. The Desirability of Large Homesites

A. According to Alaska MLS, in 2020, 270 of the 333 or 81-percent of new construction homes sold in the Mat-Su Borough were located on homesites above 30,000 square feet.

B. Cedar Park will have lot sizes ranging from 30,000 to 43,000 square feet with lot widths of approximately one hundred twenty-five feet and minimum side-yard setbacks of twenty-five feet, increasing the minimum space between homes seventy to one hundred twenty feet apart.

V. Appraisals and Financing

A. Fire sprinklers add a minimum of \$25,000 to the cost of a home in Alaska. Appraisers do not consider that value while appraising a home. Appraisals on homes with fire sprinkler mandates will not meet the purchase price, and as a result, many homebuyers will not be able to complete their purchase.

B. Institutional financing options like V.A., FHA, and USDA loans are based on an appraised value, as the mortgage is secured on the asset's value. Most times, the institution rules will not allow, or the buyers do not have the cash to pay the difference between the appraisals and agreed-upon purchase price for sprinklers.

VI. Cedar Park Homeowners Association

A. Cedar Park will have a Homeowners Association which mandatory membership by all homesites is required.

B. The homeowners association will be a non-profit corporation registered with the State of Alaska.

C. The association is run by a Board of Directors of at least three property owners within the community.

D. A professional Association Management Company handles the day-to-day operations of the association, with an Association Manager assigned to the community.

E. The Board of Directors and the Association Manager work as a team to enforce the rules outlined in the Covenants, Codes, and Restrictions (CCRs) of the community. These CCRs include design criteria, landscaping requirements, recreational vehicle parking, and number of pets, along with other community safety and appearance regulations.

VI. Variances Requested

A. Street Lights – The Developer of Cedar Park requests an exemption regarding installing traditional street lights. Instead, we envision each home having a driveway entrance light at the end of their driveway. The homeowners association for Cedar Park will have design specifications for these lights. Below is a sample of driveway entrance lights



B. Curb & Gutter – No curb and gutters will be needed due to the drainage plan designed by Holler Engineering directing water flow in Cedar Park into multiple infiltration points, either the right-of-way or in drainage easements that supports the natural shape of the ground. Infiltration points are a method that has been proven in the general area. Snow storage will be substantially improved over Cedar Hills, which has no ditches.

C. Wells and Septics – The homesites in Cedar Park have been designed to accommodate private water and sewer systems. Twenty-three soil tests have been conducted, and test wells have been drilled on three lots. Lot 78 is 301' deep and produces 30-gallons per minute. Lot 74 is 281' deep and produces 25-gallons per minute, and Lot 4 is 109' deep and flows at 10 gallons per minute. These soil tests and wells were drilled to ensure the homesites are capable of private systems. There is no need for extensions of the public utilities to Cedar Park.

D. Fire Hydrants/Sprinklers

I. Modifications Request

1. It is reasonable and appropriate to adjust provisions of the International Fire Code (IFC) as needed, to allow construction of the proposed low-density lots without piped hydrants, sprinklers, or oversized cul-de-sacs.

Based on the minimal nationwide support for the complete IFC, the precedents set by the State of Alaska, the Municipality of Anchorage, and many other states,

2. The proximity of the fire stations,
3. The low density,
4. and practical limits,

II. International Fire Code (IFC)

A. Seven states have not adopted the IFC. Delaware, Florida, Hawaii, Maine, Maryland, Vermont, and West Virginia.

B. 29 states, including Alaska, (SB130 signed into law by Governor Sean Parnell on 08/24/2011) prohibits local governments from requiring home fire sprinklers without "engaging in a more extensive public hearing and comment process." See Appendix A.

C. Anchorage removed the residential fire sprinkler code requirement in 2020 (Anchorage Ordinance 2020-85). See Appendix B.

D. North Carolina has a statewide ban on local governments instituting residential sprinkler requirements. They adopted the IRC but revised the code to mandate sprinklers for townhomes only.

E. Per the National Fire Protection Association (NFPA), Only four states/regions requiring fire sprinklers in new, one-and two-family homes: California, Maryland, and Washington D.C.

F. Per the NFPA, Twenty-nine states prohibited statewide and new, local adoptions of fire sprinkler requirements in new, one-and two-family homes:

Alaska, Alabama, Arizona, Connecticut, Delaware, Georgia, Hawaii, Idaho, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Pennsylvania, South Carolina, Texas, Utah, Virginia, West Virginia, and Wisconsin.

III. The Disadvantages of Fire Sprinklers in Single Family Homes

A. According to the National Fire Prevention Association, ninety-three percent of sprinkler failures are due to human error.

59% - System shut off

17% - Manual intervention defeated the system

10% - Lack of maintenance

7% - Inappropriate system for the type of fire

7% - System components damaged

B. Leaks in sprinkler pipes cost an average of \$1,000 to repair. Replacing ruptured pipes averages \$7.00 per square foot.

C. During a natural disaster such as an earthquake, fire sprinklers can cause extensive water damage. For example, after the 2018 earthquake, one of the most costly problems that emerged was water damage. More than 200 sprinkler systems in buildings broke, causing flooding. Also, power can be out for hours or days. When the temperature of the home plummets to sub-freezing levels, the water within the sprinkler system begins to freeze and turn to ice. When the water turns to ice, it expands and breaks the sprinkler pipe causing a freeze break, causing catastrophic water damage in the home.

D. Homeowner maintenance of the system is crucial. Painting of the heads, hanging items from them and placing items under them that obstruct the water discharge pattern is common within a home.

Also, The National Fire Protection Association (NFPA) requires monthly inspection of:

All valves to ensure they are open - monthly

Testing of pumps to make sure they operate and not trip a circuit breaker when starting - monthly

Ongoing visual inspection of all sprinklers to ensure they are not obstructed, damaged, corroded, covered with foreign materials, painted, showing signs of leaking, and that decorations are not attached to them.

Annually, fully open the test connection downstream of any pressure-reducing or pressure-regulating value, and make sure the pressure gauge reads a reasonable value.

IV. Hydrant/Sprinkler Service & Secondary Egress Availability

A. Anchorage modified their municipal code to remove the sprinkler requirement for any home without hydrant service. See Appendix B.

B. It is not a requirement in the 2018 IFC that all houses are sprinkled; instead, if a subdivision has more than 30 lots, **AND** if that subdivision has only one access, the houses have to be sprinkled **OR** a second access must be constructed. The code section allows only one access without sprinkling **IF** future road connections are platted or proposed. In our case, the proposed Cedar Park is designed with a loop road working in conjunction with the existing Cedar Hills subdivision **AND** contains multiple paths, **AND** we have provided connections to the adjoining properties to facilitate future connections.

C. The proposed, non-hydrant served cul-de-sacs or temporarily dead-ending streets will have 5, 7, 6, 6, 5, and 4 lots each; this is far less than the 30 lot maximum the IFC writers decided was a concern.

V. Lot Size

A. Cedar Park will have lot sizes ranging from 30,000 to 43,000 square feet with lot widths of approximately one hundred twenty-five feet and minimum side-yard setbacks of twenty-five feet, increasing the **minimum space between homes seventy to one hundred twenty feet apart.**

VI. Proximity to Fire Stations

A. Cedar Park lies 1.7 miles from Fire Station 31 and 2.1 miles from Station 32, with correspondingly favorable response times.

VII. Cedar Park Density

A. Developing a low-density project on this particular site will result in approximately 83 versus the Master Plan of 265 homes. Lower density translates to a 69% reduction in future emergency responses for the site. The farthest any lot is from a hydrant is 2450 feet, and all but seven lots are within 2000 feet.

VIII. Exterior Fire Safety Features

Cedar Park, LLC is willing to put Exterior Fire Safety Features into the CCRs for the community. These shall include:

A. Firewise Community – HOA required. See Appendix C.

1. Defensible space thirty-feet around the home to include:

A three-foot nonflammable barrier around the home, such as a rock & herb garden or flower beds.

Remove trees and branches within ten-feet of a structure, deck, or roof.

Plant ground covers and low-growing, herbaceous perennials, which retain more moisture than grass.

Remove lower branches on mature trees.

2. Firewise landscaping from 30 to 100-feet beyond the home with fire-resistant plants, including:

Planting deciduous trees and shrubs and a few widely spaced conifers.

Remove tree branches within eight feet of the ground; thin trees so that crowns remain fifteen feet apart at maturity.

Use flower gardens and nonflammable features, such as rock, to break up areas of vegetation.

Stack all woodpiles at least thirty-feet from any structure.

Clear away any flammable vegetation.

IX. Property Access & Signs – HOA required

1. All of the streets and roads shall be labeled.
2. House numbers to be posted at the end of the driveway.



3. Every dead-end street or long driveway shall have a turnaround area designed as either a "T" or a circle large enough to allow fire equipment to turn around. Fire engines need a minimum turnaround radius of sixty-feet on dead-end roads and cul-de-sacs.

4. Improve visibility for emergency personnel by clearing away flammable vegetation at least 5 – 10 feet from all roads and driveways.

5. A two-way driveway shall be at least eighteen feet wide and have an all-weather surface to accommodate fire engines.

Overhanging branches shall be trimmed to allow at least fifteen feet of overhead clearance.

X. Firewise Exterior Materials – HOA recommended

1. Encourage the use of non-combustible material, including metal or Class A shingle roofing and fiber-cement siding. Metal and cultured stone accents.
2. Metal-screened eaves, soffits, and vents.

XI. Interior Fire Safety Features – HOA and Homeowner Requirements

- A. Smoke detectors in each bedroom. Builder requirement in HOA Design Specifications
- B. Semiannual reminder email from the HOA to change batteries.
- C. Fire extinguishers on each level, in kitchen and garage. Builder requirement in HOA Design Specifications
- D. Require annual cleaning of clothes dryer vents and fireplace/wood stove chimneys. HOA requirement.
- E. Disallow storage of gasoline on the property, except for a small amount for personal machinery use. HOA requirement.

XII. 96-foot Cul-de-sac Bulbs

- A. In comparison to previous versions, the newer 2018 version of the IFC has re-arranged the presentation of the turnaround construction requirements. It indicates that these requirements are only applicable if hydrant service is provided.
- B. The State has not adopted the requirement for more extensive turnarounds. All residential bulbs have been constructed at 80-foot or 85-foot in diameter, including 19 completed road projects MSB approved in 2020.
- C. The recently adopted Borough *Subdivision Construction Manual* now requires 85-feet for any new bulbs, after decades of constructing virtually all permanent and temporary bulbs at 80-feet.
- D. Larger bulbs and ditches do not fit within the 120-foot diameter ROW, particularly in cut or fill areas, and will generate more snow to be removed and stored.

XIII. Recap

A. When he signed SB130 into law, Governor Parnell noted that "local governments choosing to pursue residential fire sprinkler systems engage in a more extensive public hearing and comment process" before mandating their installation, without exceptions.

B. The result of a fire sprinkler mandate makes homes within the City of Palmer an unviable option for builders and home buyers, with the ultimate consequence concluding in a loss of a tax base for the City.

C. The Palmer City Code adoption of 15.44.010-030 consists of 3 parts. The section entitled "Modifications" affirms that modifications are expected.

VII. Conclusion:

Cedar Park Development, LLC respectfully requests modifications to the existing subdivision requirements as discussed in this report. As identified, these modifications will provide much needed housing and an increased tax base. It will also send a clear signal to those that are concerned about the proposed annexation that the city of Palmer will work to accommodate future growth in a reasonable manner.

Several years ago, I was the developer for Eastbrook Subdivision in East Anchorage for Carr Gottstein Properties. When I presented my plan to Barney Gottstein and Larry Carr, Mr. Gottstein wanted to know all about the absorption, velocity and rate of return. Mr. Carr never spoke until the end of the presentation and I will always remember what he said, "In ten years, when I drive through the subdivision make sure I feel a sense of pride." For thirty years, that has been my guiding light for residential development. And that is my promise to the City of Palmer.

Additional guidance from the ICC/IFC is given below.

****IFC References 2-4-2021:**

" The International Fire Code is designed to meet these needs through model code regulations that safeguard the public health and safety in all communities, large and small... This code is revised on a three-year cycle ... The International Fire Code (IFC) is in use or adopted in 42 states....As a model code, the IFC is intended to be adopted in accordance with the laws and procedures of a governmental jurisdiction. When adopting a model code like the IFC, some jurisdictions amend the code in the process to reflect local practices and laws" See <https://www.iccsafe.org/products-and-services/i-codes/2018-i-codes/ifc/>

Kansas and Wyoming are the apparent only states that have adopted the 2018 IFC without substantial modifications. See <https://up.codes/code/international-fire-code-ifc-2018>

Alaska State Legislature

"Appendix A"

Legislature(2011 - 2012)

[Full Journal pdf](#)

2011-08-24

House Journal

Page 1309

HB 130

The following letter dated July 13, 2011, was received:

2011-08-24

House Journal

Page 1310

"Dear Speaker Chenault:

On this date, I have signed the following bill passed by the first session of the Twenty-Seventh Alaska State Legislature and am transmitting the engrossed and enrolled copies to the Lieutenant Governor's Office for permanent filing:

CS FOR HOUSE BILL NO. 130(L&C)

"An Act relating to municipal building code requirements for fire sprinkler systems in certain residential buildings."

Chapter No. 26, SLA 2011

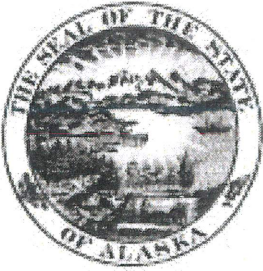
[Effective Date: October 11, 2011]

While HB 130 does not require residential fire sprinklers, it does mandate that local governments choosing to pursue residential fire sprinkler systems engage in a more extensive public hearing and comment process.

Sincerely,

/s/

Sean Parnell
Governor"



-LAWS OF ALASKA

2011

Source
CSHB 130(L&C)

Chapter No.

AN ACT

Relating to municipal building code requirements for fire sprinkler systems in certain residential buildings.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

THE ACT FOLLOWS ON PAGE 1

16

Enrolled HB 130

AN ACT

1 Relating to municipal building code requirements for fire sprinkler systems in certain
2 residential buildings.

3

4 * **Section 1.** AS 29.10.200 is amended by adding a new paragraph to read:

5 (62) AS 29.35.144 (sprinkler fire protection systems).

6 * **Sec. 2.** AS 29.35 is amended by adding a new section to read:

7 **Sec. 29.35.144. Sprinkler systems in certain residential buildings.** (a)

8 Except as provided by (b) of this section, a municipality may not require a sprinkler
9 fire protection system to be included in the construction of all new single-family
10 residential buildings or in the construction of all new residential buildings with not
11 more than two dwelling units.

12 (b) A municipality may, by ordinance, require a sprinkler fire protection
13 system to be included in the construction of all new single-family residential
14 buildings, in the construction of all new residential buildings with not more than two

1 dwelling units, or in both types of buildings. Before adopting an ordinance to
2 implement this subsection, or before amending an ordinance to extend its coverage to
3 residential buildings described in this subsection, in addition to complying with the
4 other requirements relating to the adoption of an ordinance, the governing body of the
5 municipality shall

6 (1) notwithstanding the publication requirement in AS 29.25.020(b)(3)
7 or a comparable notice publication requirement of a home rule municipality, at least
8 30 days before the first scheduled public hearing for the ordinance, publish

9 (A) a summary of the ordinance or ordinance amendment; and

10 (B) a notice of the time and place of each scheduled public
11 hearing on the proposed ordinance or amendment; and

12 (2) notwithstanding the public hearing schedule requirement of
13 AS 29.25.020(b)(6) or comparable public hearing scheduling requirement of a home
14 rule municipality, schedule at least three public hearings on the proposed ordinance or
15 ordinance amendment to be held within a period of not less than 60 days and not more
16 than 180 days.

17 (c) This section applies to home rule and general law municipalities.

Alaska Statutes: AS 29.25.020. Ordinance Procedure.



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Alaska Statutes.
Title 29. Municipal Government
Chapter 25. Municipal Enactments
Section 20. Ordinance Procedure.

previous: Section 10. Acts Required to Be By Ordinance.
next: Section 30. Emergency Ordinances.

- (a) An ordinance is introduced in writing in the form required by the governing body.
- (b) The following procedure governs the enactment of all ordinances, except emergency ordinances:
 - (1) an ordinance may be introduced by a member or committee of the governing body, or by the mayor or manager;
 - (2) an ordinance shall be set by the governing body for a public hearing by the affirmative vote of a majority of the votes authorized on the question;
 - (3) at least five days before the public hearing a summary of the ordinance shall be published together with a notice of the time and place for the hearing;
 - (4) copies of the ordinance shall be available to all persons present at the hearing, or the ordinance shall be read in full;
 - (5) during the hearing the governing body shall hear all interested persons wishing to be heard;
 - (6) after the public hearing the governing body shall consider the ordinance, and may adopt it with or without amendment;
 - (7) the governing body shall print and make available copies of an ordinance that is adopted.

19

(c) An ordinance takes effect upon adoption or at a later date specified in the ordinance.

(d) This section does not apply to an ordinance proposed under AS 04.11.507(d).

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Note to HTML Version:

This version of the Alaska Statutes is current through December, 2007. The Alaska Statutes were automatically converted to HTML from a plain text format. Every effort has been made to ensure their accuracy, but this can not be guaranteed. *If it is critical that the precise terms of the Alaska Statutes be known, it is recommended that more formal sources be consulted.* For statutes adopted after the effective date of these statutes, see, Alaska State Legislature If any errors are found, please e-mail Touch N' Go systems at E-mail. We hope you find this information useful.

This page has been updated: 04/23/2015 13:25:49

Appendix B

1
2 **23.25.609.11 Pipe insulation.**

3 Delete section. Refer to the IECC for insulation requirements.
4

5 **23.25.609.12 Crawlspace water supply access.**

6 Amend section 609 by adding section 609.12 as follows:

7 **609.12 Crawlspace water supply access.**

8 An unobstructed clear passageway no less than 40 inches high by 22
9 inches wide is required from the crawlspace access to the water supply
10 line entrance.
11

12 **23.25.610.8 Size of meter and building supply pipe using Table 610.4.**

13 Amend by replacing the last sentence of section 610.8 with the following:

14 No new street service or building supply pipe shall be less than 1-inch in
15 diameter.
16

17 **23.25.612.0 Residential fire sprinkler systems.**

18 Delete section 612.0. Required residential fire sprinkler systems shall
19 comply with the International Fire Code.
20

21 **23.25.613.0 Indoor water meter setter.**

22 Amend Chapter 6 by adding section 613 as follows:

23 **613.0 Indoor water meter setter.**

24 All newly constructed single family, duplex and triplex residences shall
25 install an approved indoor water meter setter with meter idler or a
26 removable section of pipe to facilitate the future installation of water
27 meters in a horizontal position. It shall be located in the vicinity of the
28 main supply full-way valve, ahead of any branch lines and shall also
29 have a valve on the outlet side. An easily accessible frost-proof area
30 with adequate clearances shall be provided for meter installation,
31 maintenance or removal. "Easily accessible" shall be considered an
32 open area not concealed by an appliance, furnace, water heater or
33 standard building material. When the meter is installed in a crawlspace,
34 the maximum distance from the access opening to the meter shall not
35 exceed 10-feet.
36

37 A horizontal section of pipe may be used in lieu of the indoor meter
38 setter provided the pipe is equal in length to a water meter of the same
39 size including meter couplings, but in no case shall it be less than 24
40 inches in length. The piping shall be supported to provide a permanent
41 support for the water meter when installed.
42

43 When the water tariff is revised to allow the metering of these
44 residences, the utility shall furnish two meters and remote feed-outs at
45 its expense and its crews shall install remote read-out meters at the time
46 of actual meter installation.
47

48 **23.25.704.3 Commercial Sinks.**

49 Amend the second sentence in paragraph 704.3 to read as follows:

50 A floor drain or flush mounted floor sink shall be provided within 5 feet of

"APPENDIX C"

FIREWISE Vegetation Guide

Protect your home from wildland fire

Anchorage Wildfire Partnership
Anchorage Fire Department
U.S. Fish and Wildlife Service
Department of Natural Resources
Student Conservation Association
April 2004



Anchorage Wildfire Partnership

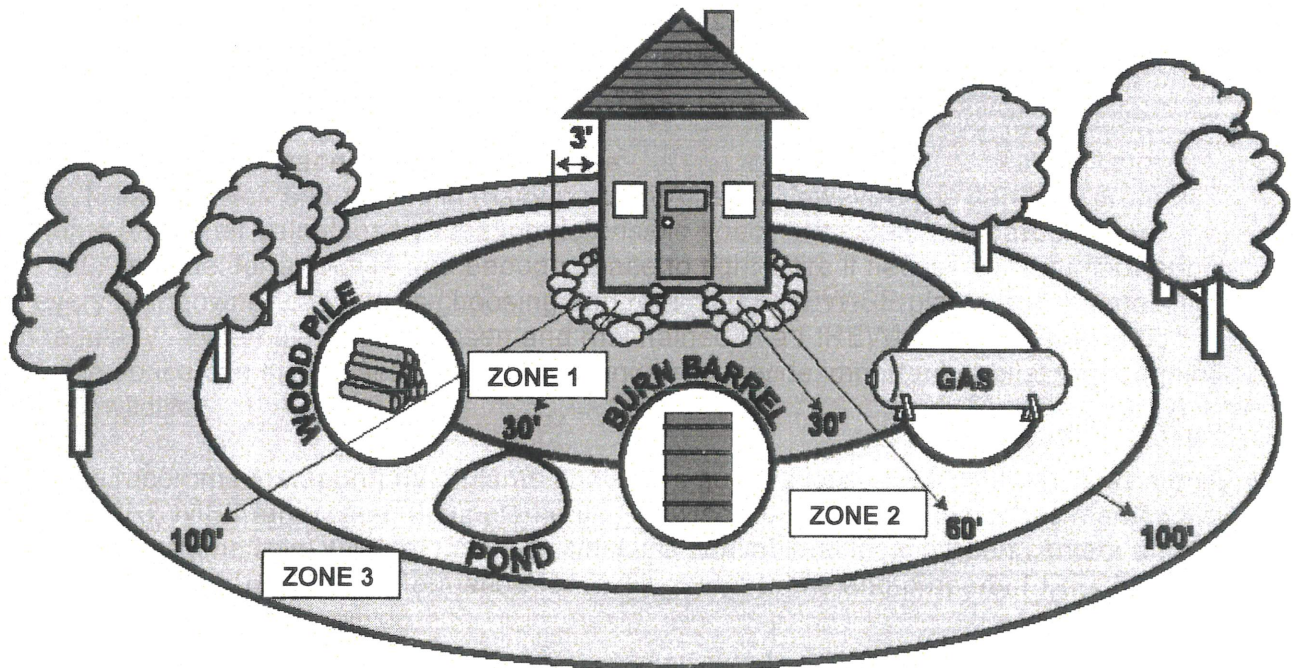
The Anchorage Wildfire Partnership is an effort by local, state, and federal agencies to reduce the threat of wildfire within the Municipality of Anchorage. The partnership follows the principles set by FIREWISE and the Alaska Wildland Fire Coordinating Group.

Human caused fires accounted for 64% of wildfire events in Southcentral Alaska in 2002. The vegetation and wildlife in parks, campgrounds and adjacent residential areas would more likely be destroyed by a fire resulting from human carelessness than a natural event, such as a lightning strike. Creating defensible space around homes will decrease its potential for ignition and also protects a community's natural resources.

Creating *defensible space* around your home

Wildfire threatens lives and homes in many parts of Alaska. However, you can help protect your home and other valuables by creating *defensible space* – a safety zone around your home with little fuel for a wildfire and enough space to fight a fire if necessary. An important step every homeowner can take is choosing and retaining FIREWISE plants and maintaining them regularly. When plants are chosen and maintained in a FIREWISE manner, your defensible space can still be aesthetically pleasing and provide important habitat for songbirds and other wildlife.

This guide recommends appropriate plants and offers suggestions on using them to create an attractive FIREWISE landscape. It supplements *Firewise Alaska*, which describes many ways to protect your home from wildfire. *Firewise Alaska* is available at local garden centers and fire stations. Additional sources of information for making your home and property FIREWISE are listed on pages 9-10 of this guide.



Zone 1 Within 30 feet of structures

This is the minimum area needed for firefighters to protect a structure from wildfire. On a slope, increase the distance to 100 feet downhill from any structure you want to protect.

- Plant ground covers and low-growing, herbaceous perennials, which retain more moisture than turf grass. Use only plants less than 18 inches tall near buildings.
- Trees may be present in Zone 1 if the trunks are 20 feet apart and crowns are at least 10 feet apart at maturity. For trees taller than 20 feet, remove branches within eight feet of the ground.
- Plant only small shrubs spaced so they are several feet apart at maturity.
- Use rock or herb gardens and flower beds to create islands of vegetation.
- Use stone, gravel, concrete and other non-flammable materials in walls, walkways, and borders around structures to create fire breaks.
- Do not use a wooden walkway, fence, or wood chips in a way that could lead a fire to any structure you want to protect.
- Remove conifers and their branches growing within 10 feet of a building and any tree or shrub that drops debris on the roof or in gutters.
- In the event that a tree is left within the 10 foot zone, it should be pruned to no more than 30% the height of the tree and all ladder fuels should be removed.
- Keep vegetation healthy and tidy by watering, pruning, and mowing as needed. Areas should be free of debris, needles, and dead vegetation.

Zone 2 30 – 60 feet from structure

- Deciduous trees and shrubs and widely-spaced conifers may be planted in Zone 2.
- Remove branches within eight feet of the ground (no more than 30% the height of the tree) and space trees so that crowns remain 10 feet apart at maturity.
- Space shrubs or groups of shrubs a distance of two to three times their height apart.
- Small evergreen shrubs may be used with proper spacing and maintenance.
- Thin dense areas of shrubs and remove tall grass and dead trees.
- Use flower and vegetable gardens and non-flammable features such as rock to break up areas of vegetation.
- Remove all vegetation from around flammable materials such as wood piles and propane tanks for at least 10 feet.

Zone 3 60+ feet from structure

Only slight modifications may be needed in some natural woodlands in Zone 3.

- Retain deciduous trees and shrubs but thin areas of dense shrubs.
- Thin spruce to reduce the density of stands and remove lower branches.
- Mow tall grass or replace with less flammable broad-leafed plants.
- Retain healthiest plants and a variety of species and ages.
- A trail in Zone 3 can serve as a fire break.

Maintenance - *the key to a FIREWISE landscape*

- Separate islands of vegetation with less flammable material to eliminate a continuous fuel source from wildlands to structures and to slow the spread of fire.
- Place groups of plants with similar needs together to allow for easier watering and maintenance.
- Keep all vegetation well-watered throughout the season. Plants will be healthier and less likely to burn.
- Prune lower branches of large trees to eliminate ladder fuels — ground vegetation that grows under larger trees should be trimmed to keep fire from climbing into trees.
- When pruning, do not remove more than one-quarter of the live crown. Prune lower limbs from spruce in late summer or fall. A tree wounded in the spring may attract spruce bark beetles. Information on proper pruning is available from the Alaska Community Forestry Program.

Fire Resistant Vegetation

All plants will burn under extreme wildfire conditions, but fire resistant plants burn at a lower intensity, with slower rates of spread, and with shorter flame lengths. All of these factors contribute to the potential for home ignitions during a wildfire.

Characteristics of plants that ignite readily and burn intensely:

- Resinous plants, such as spruce, pine, juniper, and fir
- Leaves and wood containing waxes or oils
- Gummy, resinous sap with a strong odor, like sap from a spruce tree
- Coniferous trees that retain their needles in winter
- Stiff, leathery, fine, or lacy leaves
- Leaves that emit a strong odor when crushed

Characteristics of fire resistant plants:

- High water content and supple, moist leaves.
- Water-like, thin sap, similar to sap from a birch tree
- Little or no accumulation of dead vegetation on the plant or on the ground

Following is a list of FIREWISE plants that are hardy in most of Southcentral Alaska. However, there are different temperature zones even within Anchorage and some plants that are hardy in west Anchorage may not be hardy on the upper hillside. Ask your favorite garden center for plants that are best suited for your location. There are many other plants appropriate for FIREWISE landscaping; use this list as a guide. Many of the plants recommended here are native to Alaska.

Ground Covers and Herbaceous Perennials

Native

Columbine – *Aquilegia formosa*
Height: 8-36" Spread: 10"

Kinnikinnick – *Arctostaphylos uva-ursi*
Height: 8-12" Spread: 24-36"

Artemisia / wormwood – *Artemisia*
Height: 8-10" Spread: 8-15"

Dwarf dogwood / bunchberry – *Cornus canadensis*
Height: 4-6" Spread: 24"

Ferns – Various species (Wood, Lady, Ostrich)
Height: 1-4' Spread: 1-3'

Wild Strawberry – *Fragaria virginiana*
Height: 8-12" Spread: 12"

Chocolate lily – *Fritillaria camschatcensis*
Height: 5-18" Spread: 4-10"

Geranium / cranesbill – *Geranium*
Height: 10-18" Spread: 18-24"

Iris – *Iris setosa*
Height: 12-24" Spread: 6-10"

Lupine – *Lupinus arcticus*
Height 1-3' Spread 1'

Forget-me-not – *Myosotis alpestris*
Height: 6-12" Spread: 6-12"

Jacob's ladder – *Polemonium*
Height: 1-3' Spread: 1'

Nagoon berry – *Rubus arcticus*
Height: 2-4" Spread: 2-5"

Red raspberry – *Rubus idaeus*
Height: 2-4' Spread: 6-8'

Speedwell – *Veronica*
Height: 6-24" Spread: 6-10"

Violet – *Viola*
Height: 6-12" Spread: 6-12"

Non-Native

Bishop's weed – *Aegopodium podagraria*
Height: 6-12" Spread: 6-12"

Astilbe – *Astilbe*
Height: 2' Spread: 2'

Bergenia – *Bergenia* (E)
Height 12-20" Spread 10-20"

Lily of the valley – *Convallaria majalis*
Height: 6-8" Spread: 10"

Bleeding heart – *Dicentra spectabilis*
Height: 2'-4' Spread: 2'-4'

Hosta – *Hosta*
Height: 1-3' Spread: 1-3'

Iris sibirica
Height: 1-2' Spread: 1-2'

Tulip – *Tulipa*
Height 8-12" Spread: 6"

Shrubs

Native

Serviceberry – *Amelanchier*
Height: 3-13' Spread: 3-8' shrub or small tree

Red-twig dogwood – *Cornus stolonifera*
Height: 3-12' Spread: 4-12'

Sweet gale – *Myrica gale*
Height: 1-4' Spread: 2-6'

Potentilla – *Potentilla fruticosa*
Height: 2-5' Spread: 2-4'

Currant – *Ribes*
Height: 3-6' Spread: 3-5'

Prickly rose – *Rosa acicularis*
Height: 1-4' Spread: 3-4'

Willow – *Salix*
Height: 3-30' Spread: 3-20'

Red Elder – *Sambucus racemosa*
Height: 4-12' Spread: 8'

Spirea – *Spiraea*
Height: 1-4' Spread: 2-4'

Blueberry – *Vaccinium alaskaense*
Height: 1-5' Spread: 2-4'

High bush cranberry – *Viburnum edule*
Height: 4-8' Spread: 2-4'

Non-Native

Amur maple – *Acer ginnala*
Height: 10-20' Spread: 15-20' shrub or small tree

Nanking cherry – *Prunus tomentosa*
Height: 6-8' Spread: 6-8'

Flowering almond / rose tree of China – *Prunus triloba*
Height: 12' Spread: 12'

Rugosa rose / Sitka rose - *Rosa rugosa*
Height: 5-7' Spread: 5-7'

Meyer lilac / dwarf Korean lilac – *Syringa meyeri*
Height: 4-8' Spread: 8-10'

American cranberry bush – *Viburnum trilobum*
Height: 3-12' Spread: 3-12'

Trees

Native

Alaska paper birch – *Betula papyrifera* var. *neoalaskana*
Height: 20-80' Spread: 15-30'

Balsam Poplar – *Populus balsamifera*
Height: 30-90' Spread: 20-60'

Quaking aspen – *Populus tremuloides*
Height: 40-80' Spread: 20-25'

Black Cottonwood – *Populus trichocarpa*
Height: 40-90' Spread: 20-60'

Mountain ash – *Sorbus*
Height: 10-40' Spread: 10-30'

Non-Native

Flowering crabapple – *Malus*
Height: 10-30' Spread: 8-25'

Chokecherry – *Prunus virginiana*
Height: 20-30' Spread: 18-25'

Ussurian pear – *Pyrus ussuriensis*
Height: 30-40' Spread: 20-30'

Japanese tree lilac – *Syringa reticulata*
Height: 20-30' Spread: 15-25'

CAUTION: THE FOLLOWING PLANTS CAN INCREASE THE INTENSITY AND RATE OF SPREAD OF A WILDFIRE AND REQUIRE SPECIAL CARE AND PLACEMENT IF THEY ARE RETAINED WITHIN 30 FEET OF THE HOME.

Bluejoint reedgrass *Calamagrostis canadensis* is a tall grass that is a fire hazard in the spring before green-up. Dead grass burns readily and intensely and can carry fire very quickly. Cut and rake the dead grass each spring and fall; mow or separate it from other plants throughout the summer.

White spruce *Picea glauca* have been devastated throughout Southcentral Alaska by spruce bark beetles. The dead trees pose an additional fire hazard and should be removed, especially if located within Zone 1 or 2. Residual live trees will burn readily under dry conditions. Cultural practices such as pruning and water will reduce their potential to burn. Lower branches of live trees should be removed in late summer or fall, not in spring.

Black spruce *Picea mariana* are very volatile. Remove dead and lower branches which act as ladder fuels within Zone 1 and 2. Thin stands of black spruce where they occur within 100 feet of the structure.

Native plants

There are many benefits to choosing plants native to your neighborhood. They will be hardy, compatible with the other vegetation, and provide important food and shelter for songbirds and other wildlife. Although many native plants are not commonly available in garden centers, there are places where they can be gathered. The best spot may be in your own yard, where you can transplant them. Anywhere birch and spruce trees are growing, you will find seedlings in flower beds, gardens, or other places where the soil has been disturbed. These can be potted or moved to a protected site until they are large enough to plant into the ground.

Places to gather native plants for transplanting:

- Areas where roads are being built or widened. Contact the Department of Transportation's Regional Right-of-Way Office.
- Construction sites, especially large areas such as new subdivisions and schools. Call the contractor to ask for permission.
- On state land, 150 feet from roads, trails, or other facilities. (Not in state parks.)
- Check with local nurseries for plants and seeds.
- Watch for garden club sales in the spring.

Gathering plants is not allowed in:

- City, state, or national parks
- Campgrounds
- Portage Valley
- Turnagain Pass, between the pass and Bertha Creek
- Eklutna Flats
- Hatcher Pass from the Motherlode Lodge on the east side to Little Willow Creek, west of the pass

Transplanting tips:

- Some species transplant easily and others almost never survive a move. Ask a nursery employee, Native Plant Society member or the UAF Cooperative Extension which plants to gather.
- Take plenty of soil with the plant. Some will have deep roots in dry areas. In the forest, roots will grow in the top few inches of soil and spread far beyond the plant. Pruning clippers are useful for making clean and sharp cuts on the roots.
- Pack plants close together and water frequently until planted again.
- Plant as soon as possible.
- Plants transplant better when they are not in bloom
- Move plants to a site similar to the one they were growing in. A shade-loving plant will seldom thrive in an open, sunny area.
- Trees up to four feet tall are fairly easy to transplant. The roots are likely to be shallow and widespread. Make sharp cuts in the roots and keep them moist while they are exposed. Plant in a wide, shallow hole in which roots can spread.
- Tree and roots should be planted at the same depth from which they were removed. Water several times per week for the first two growing seasons.

Editors:

Jennifer Klugh, Wildfire Program Assistant, Anchorage Fire Department

Sue Rodman, Forester, Anchorage Fire Department

Michelle Weston, Forester, Anchorage Fire Department

Patricia Joyner, Education Coordinator, Community Forestry Program, Alaska Department of Natural Resources

Maureen deZeeuw, Fish and Wildlife Biologist, US Fish & Wildlife Service

Bill Sobers, Executive Director, Anchorage Soil and Water Conservation District

Student Conservation Association Fire Education Corps contributors:

Christine Dickenson, student, Florida Institute of Technology

On Lee Lau, student, Reed College

Additional information and resources are available from:

Anchorage Fire Department

Wildfire Mitigation Office

100 E. 4th Avenue

Anchorage, AK 99501

(907) 267-4956

www.muni.org/fire1/wildfire.cfm

University of Alaska Fairbanks Cooperative Extension Service

2221 E. Northern Lights Blvd, Suite #118

Anchorage, AK 99508

(907) 786-6300

<http://www.uaf.edu/coop-ext/>

Alaska Department of Natural Resources

Division of Forestry, Community Forestry Program

550 W. 7th Avenue, Suite 1450

Anchorage, AK 99501-3566

(907) 269-8465

www.dnr.state.ak.us/forestry

Alaska Native Plant Society

<http://www.alaskakrafts.com/pages/anps.htm>

US Fish & Wildlife Service

Anchorage Fish & Wildlife Field Office

605 West 4th Ave, Rm G-61

Anchorage, AK 99501

(907) 271-2888

<http://alaska.fws.gov/>

References

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CITY OF PALMER
 231 W. Evergreen Avenue • Palmer • Alaska • 99645
 • Telephone 907-761-1322•

SUBDIVISION PERMIT

_____ - _____
Date: _____

SUBDIVISION INFORMATION:	
Name of Proposed Subdivision: Cedar Park	
Property tax # 528748, 528749, 528750, 16089	
Legal Description: CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 1, CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 2, CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 3, CEDAR HLS #2 PH I TRACT J	
General location of property: Old Glenn Highway and Marsh Road	
Total acres in proposed subdivision: 89 acres	Total Number of Lots/Parcels Proposed: 83 homesites
Access to the subdivision is from: Marsh Road and Old Glenn Highway	
Proposed source of Water: <input type="checkbox"/> City of Palmer Water Utility <input checked="" type="checkbox"/> Individual Well <input type="checkbox"/> Other _____	Proposed wastewater disposal: <input type="checkbox"/> City of Palmer Wastewater Utility <input checked="" type="checkbox"/> On-site sewage system <input type="checkbox"/> Other _____

PROPERTY OWNER*	OWNER'S REPRESENTATIVE (If Any)
Name: Cedar Park Properties, LLC	Name: Natalie Travers-Smyre
Mailing Address: 561 E 36 th Avenue, Suite 200 Anchorage, AK 99503	Mailing Address: 561 E 36 th Avenue, Suite 200 Anchorage, AK 99503
Contact Phone: 907-229-2703	Contact Phone: 907-727-4970
FAX:	FAX:
E-mail: cyoshimura@gci.net,	E-mail: natalie@bhhsalaska.com

*Attach list of additional owners if any.

ENGINEER/LAND SURVEYOR	
Name: Gary LaRusso Keystone Engineering & Curt Holler Holler Engineering	
Mailing Address: PO Box 2216 Palmer, AK 99645 & 3375 Sams Drive Wasilla, AK 99654	Contact Phone: 907-355-6780 Gary & 907-232-0510 Curt
	FAX:
E-mail: gary@mtaonline.net holler@mtaonline.net	E-mail:

Signature of Applicant: _____

Date: 3/4/21

Signature of Owner: _____
 (If different then Applicant)

Date: _____

<p>LID Assessments on property:</p> <ul style="list-style-type: none"> <input type="checkbox"/> There are no LID assessments due on this parcel <input type="checkbox"/> LID assessments have been paid. <input type="checkbox"/> LID assessments have not been paid. 	<p>Finance Office:</p> <p>Initials: _____ Date: _____</p>
<p>Comments on proposed: Right-of-Way: Sewer</p> <p>and Water: Road</p> <p>Construction:</p> <p>Drainage:</p> <p>Lighting:</p>	<p>Public Works Office:</p> <p>Initials: _____ Date: _____</p>
<p>Comments from Community Development Department on continuation of MSB Subdivision process:</p> <p style="text-align: right;">_____ Date</p> <p><input type="checkbox"/> Recommend Approval*</p> <p><input type="checkbox"/> Recommend Denial</p> <p style="text-align: right;">_____ Signature</p> <p>* Condition(s) for Recommendation of Approval:</p> <p>(1) Completion of Matanuska-Susitna Borough Title 43 (formerly Title 16 & 27) Platting Process</p> <p>(2)</p> <p>(3)</p>	



City of Palmer
Department of Community Development
645 E. Cope Industrial Way • Palmer, Alaska 99645
 Phone: 907-745-3709 Fax: 907-745-5443
www.cityofpalmer.org

Variance Application Form
 Palmer Municipal Code (PMC) 17.76

Applicant: Cedar Park, LLC

Property Location(s): Off Marsh Road and Old Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description (lot, block): Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?: R1

Request variance from PMC: 13.16.065

Reason for variance request:

It is not a requirement in the 2018 International Fire Code that all houses are sprinkled; instead, if a subdivision has more than 30 lots, AND if that subdivision has only one access, the houses have to be sprinkled OR a second access must be constructed. The code section allows only one access without sprinkling IF future road connections are platted or proposed. The proposed cedar park is designed with a loop road working in conjunction with the existing Cedar Hills, AND contains multiple paths, AND we have provided connections to the adjoining properties to facilitate future connections. Please see attached supplement.

Please attach any plans or document pertinent to the request.

In addition the above information, please provide a written explanation stating how each of the following requirements has been met:

A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

No. There are many reasons why the City of Palmer would benefit from lower density development. Please see attached supplement.

B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

No. If granted, this variance is the minimum variance that will make possible a reasonable use of the land.

In addition, the homeowner association will require Firewise landscaping, street address signage, and recommend supplemental interior & exterior firewise materials. Please see attached supplement.

C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

This condition is met. The variance if granted, will not adversely affect the health, safety, and welfare of the public.

D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

This condition is met. If granted, the variance does not change the objectives of the title or comprehensive plans.

E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable.

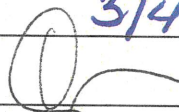
F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

This condition is met. If granted the variance does not change the character of the district, keeps the intent of the code, and does not permit a use not otherwise permitted in the R1 land use district.

Application date:

3/4/21

Signature of owner's authorized representative:



Mailing Address

561 E 36th Ave, Ste 200

City

Anchorage

State

AK

Zip

99503

Phone/Contact Number(s):

907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted: _____



City of Palmer
Department of Community Development
645 E. Cope Industrial Way • Palmer, Alaska 99645
 Phone: 907-745-3709 Fax: 907-745-5443
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E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

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Application date:

G 3/4/21

Signature of owner's authorized representative:

Mailing Address 561 E 36th Ave, Ste 200

City Anchorage State AK Zip 99503

Phone/Contact Number(s): 907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted: _____



City of Palmer
Department of Community Development
645 E. Cope Industrial Way • Palmer, Alaska 99645
Phone: 907-745-3709 Fax: 907-745-5443
www.cityofpalmer.org

Variance Application Form
Palmer Municipal Code (PMC) 17.76

Applicant: Cedar Park, LLC

Property Location(s): Off Marsh Road and Old Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description (lot, block): Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?: R1

Request variance from PMC: 12.12.035

Reason for variance request:

The drainage plan designed by Holler Engineering directing water flow in Cedar Park into multiple infiltration points, either in the right-of-way or in drainage easements that supports the natural shape of the ground.

Please attach any plans or document pertinent to the request.

In addition to the above information, please provide a written explanation stating how each of the following requirements has been met:

A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

No. If granted, Cedar Park's surface water will drain into infiltration points throughout the community. Snow storage will be improved by the location of the infiltration points. Please see attached supplement.

B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

No. The utilization of infiltration points have been proven effective in the general area. Please see attached supplement.

C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

This condition is met. The variance if granted, will not adversely affect the health, safety, and welfare of the public.

D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

This condition is met. If granted, the variance does not change the objectives of the title or comprehensive plans.

E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable.

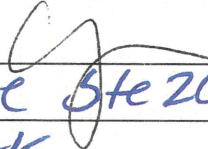
F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

This condition is met. If granted the variance does not change the character of the district, keeps the intent of the code, and does not permit a use not otherwise permitted in the R1 land use district.

Application date:

3/4/21

Signature of owner's authorized representative:



Mailing Address

5601 E 36th Ave Ste 200

City

Anchorage

State

AK

Zip

99503

Phone/Contact Number(s):

907-229-2700

\$250 Nonrefundable Application Filing Fee Submitted: _____



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Legal Description (lot, block): Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?: R1

Request variance from PMC: _____

Reason for variance request:

The state has not adopted the requirement for more extensive turnarounds. All residential bulbs have been constructed at 80-foot or 85-foot diameter, including nineteen completed road projects approved in the MSB in 2020.

Please attach any plans or document pertinent to the request.

In addition to the above information, please provide a written explanation stating how each of the following requirements has been met:

A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

No. Larger bulbs and ditches do not fit within the 120-foot diameter

right-of-way, particularly in cut or fill areas, and will generate more snow to be removed and stored.

Please see attached supplement.

B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

Yes. If granted, this variance is the minimum variance that will make possible a reasonable use of the land.

Please see attached supplement.

C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

This condition is met. The variance if granted, will not adversely affect the health, safety, and welfare of the public.

D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

This condition is met. If granted, the variance does not change the objectives of the title or comprehensive plans.

E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable.

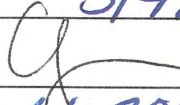
F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

This condition is met. If granted the variance does not change the character of the district, keeps the intent of the code, and does not permit a use not otherwise permitted in the R1 land use district.

Application date:

3/4/21

Signature of owner's authorized representative:



Mailing Address

561 E 30th Ave Ste 200

City

Anchorage

State

AK

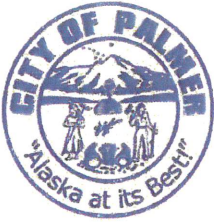
Zip

99503

Phone/Contact Number(s):

907 229 2703

\$250 Nonrefundable Application Filing Fee Submitted:



City of Palmer
Department of Community Development
645 E. Cope Industrial Way • Palmer, Alaska 99645
 Phone: 907-745-3709 Fax: 907-745-5443
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Variance Application Form
 Palmer Municipal Code (PMC) 17.76

Applicant: Cedar Park, LLC

Property Location(s): Off Marsh Road and Old Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description (lot, block): Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?: R1

Request variance from PMC: 13.16.020, 13.16.025, 13.16.030

Reason for variance request:

The homesites within Cedar Park have been designed to accommodate private water & sewer systems. Twenty-three soils test have been conducted, and test wells have been drilled.

Lot 78 is 301' deep and produces 30-gallons per minute. Lot 74 is 281' deep and produces 25-gallons per minute, and Lot 4 is 109' deep and flows at 10 gallons per minute.

These soil tests and wells were drilled to ensure the homesites are capable of private systems. There is no need for extensions of the public utilities to Cedar Park.

Please attach any plans or document pertinent to the request.

In additional the above information, please provide a written explanation stating how each of the following requirements has been met:

A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

Yes. Cedar Park will be a community with a rural feel, with homesites ranging from 30,000 - 45,000 square feet and widths of approximately one hundred twenty-five feet and minimum side-yard setbacks of twenty-five feet.

These large homesites accommodate private water and sewer systems. Please see attached supplemental.

B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

Yes. Per PMC 13.16.025 & 16.16.030 when a lot in a proposed subdivision has an area of 20,000 sqft or more, connection to the city water and sewer systems are not required, if the lot can support a private system.

The lots in Cedar Park fulfill this requirement. Please see attached supplemental.

C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

This granting of this variance will not be injurious to nearby property nor harmful to the public welfare.

D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

The granting of this variance will be in harmony with the objective of this title and the comprehensive plans by creating more housing, tax base, and population growth to the city of Palmer.

E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions, or governmental action or regulations which render the property unusable.

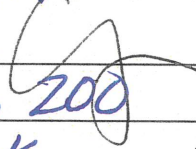
F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

The granting of this variance will not permit a land use in a district that use is prohibited.

Application date:

3/4/21

Signature of owner's authorized representative:



Mailing Address

561 E 36th Ave, 200

City

Anchorage

State

AK

Zip

99503

Phone/Contact Number(s):

907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted: _____



City of Palmer
Department of Community Development
645 E. Cope Industrial Way • Palmer, Alaska 99645
 Phone: 907-745-3709 Fax: 907-745-5443
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Variance Application Form
 Palmer Municipal Code (PMC) 17.76

Applicant: Cedar Park, LLC

Property Location(s): Off Marsh Road and Old Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description (lot, block): Cedar Hills #2 Ph 1 Tract 1, Cedar Hills #2 Tract 2, Cedar Hills #2 Ph 1 Tract 3, Cedar Hills #2 Phase 1 Tract J

How is the property zoned?: R1

Request variance from PMC: 13.16.065

Reason for variance request:

The developer is requesting this variance to cut down on the light pollution which is given off by traditional street lights.

In lieu of traditional street lights, it will be a homeowner association design requirement tat all homesites install a driveway entrance light at the end of the driveway to light the street. The lights will add a rural feel to the community and prevent light pollution. Please see attached supplement.

Please attach any plans or document pertinent to the request.

In additional the above information, please provide a written explanation stating how each of the following requirements has been met:

A. There are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action (PMC 17.76.020);

No. If granted, the amount of light pollution will be reduced and maintain the rural feel of the community. Please see attached supplement.

B. The strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title (PMC 17.76.020);

No. Please see attached supplement.

C. The authorization of the variance will not be injurious to nearby property nor harmful to the public welfare (PMC 17.76.020);

The variance if granted, will not adversely affect the health, safety, and welfare of the public.

D. The granting of the variance will be in harmony with the objectives of this title and of the comprehensive plans (PMC 17.76.020);

If granted, the variance does not change the objectives of the title or comprehensive plans.

E. The application is due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable (PMC 17.76.020);

This application is not due to unusual lot shape, topographic conditions or governmental action or regulations which render the property unusable.

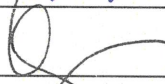
F. That the granting of the variance will not permit a land use in a district in which that use is prohibited (PMC 17.76.020).

If granted the variance does not change the character of the district, keeps the intent of the code, and does not permit a use not otherwise permitted in the R1 land use district.

Application date:

3/4/21

Signature of owner's authorized representative:



Mailing Address

561 E 36th Ave, Ste 200

City

Anchorage

State

AK

Zip

99503

Phone/Contact Number(s):

907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted:

X
1
X

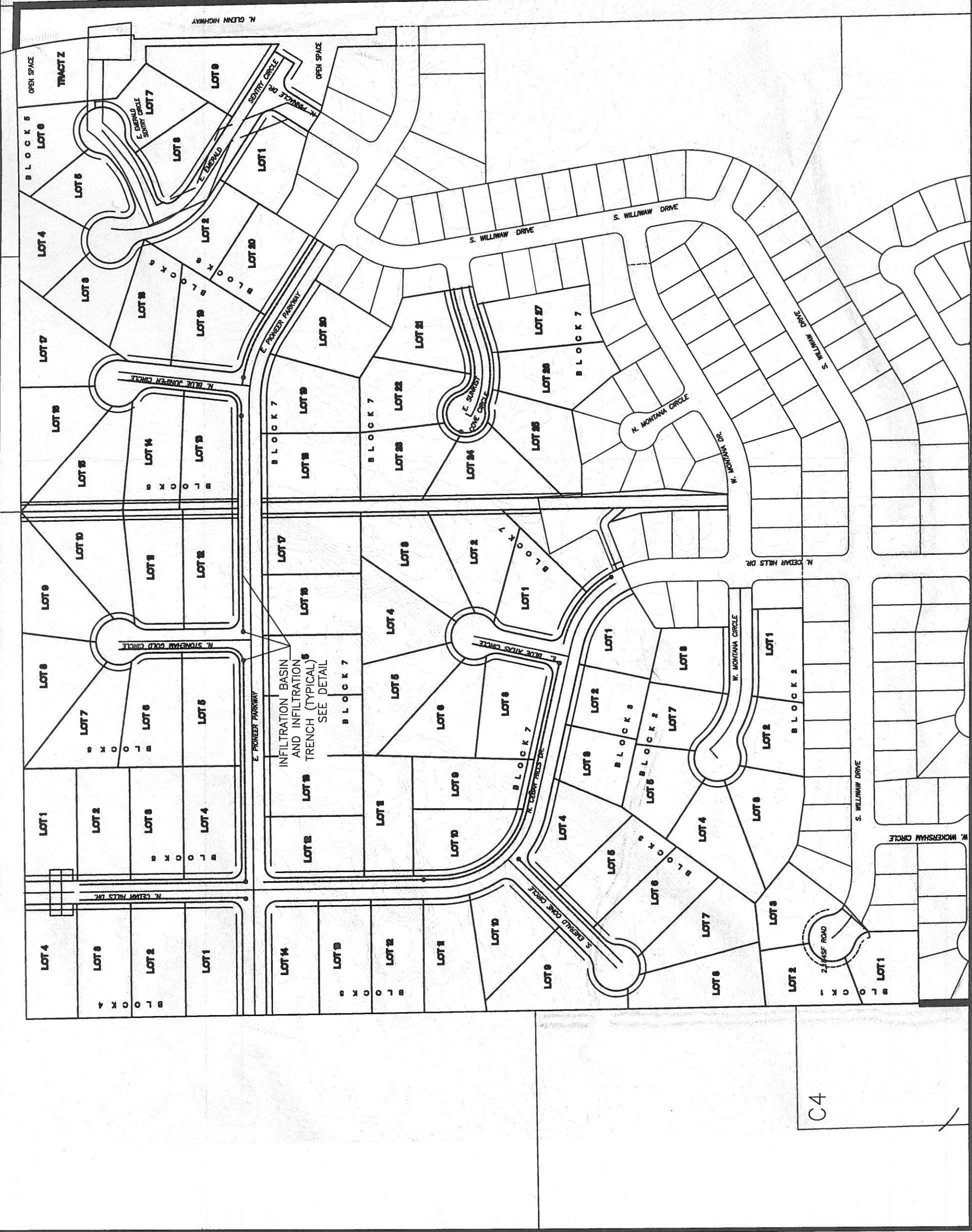
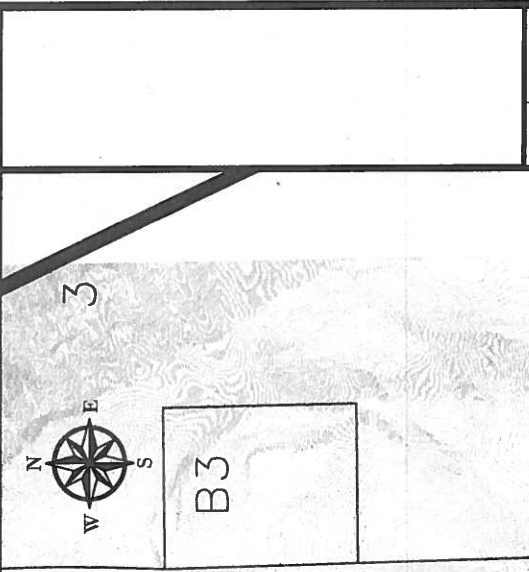
DATE 05/13/2021
SHP
DRM
CHECKED



Pannone Engineering Services, LLC
C11088
P.O. BOX 1807
PALMER, AK 99645
F (907) 745-8200
F (907) 745-8201

OVERALL LAYOUT CEDAR PARK SUBDIVISION PALMER, ALASKA

OWNER'S
OWNER NAME
STREET ADDRESS
CITY, ZIP CODE
PHONE NUMBER
EMAIL



C4



CITY OF PALMER
 231 W. Evergreen Avenue • Palmer • Alaska • 99645
 • Telephone 907-761-1322•

SUBDIVISION PERMIT

_____ - _____
Date: _____

SUBDIVISION INFORMATION:	
Name of Proposed Subdivision: Cedar Park	
Property tax # 528748, 528749, 528750, 16089	
Legal Description: CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 1, CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 2, CEDAR HLS #2 PH 1 RSB T/A-1 TRACT 3, CEDAR HLS #2 PH I TRACT J	
General location of property: Old Glenn Highway and Marsh Road	
Total acres in proposed subdivision: 89 acres	Total Number of Lots/Parcels Proposed: 83 homesites
Access to the subdivision is from: Marsh Road and Old Glenn Highway	
Proposed source of Water: <input type="checkbox"/> City of Palmer Water Utility <input checked="" type="checkbox"/> Individual Well <input type="checkbox"/> Other _____	Proposed wastewater disposal: <input type="checkbox"/> City of Palmer Wastewater Utility <input checked="" type="checkbox"/> On-site sewage system <input type="checkbox"/> Other _____

PROPERTY OWNER*	OWNER'S REPRESENTATIVE (If Any)
Name: Cedar Park Properties, LLC	Name: Natalie Travers-Smyre
Mailing Address: 561 E 36 th Avenue, Suite 200 Anchorage, AK 99503	Mailing Address: 561 E 36 th Avenue, Suite 200 Anchorage, AK 99503
Contact Phone: 907-229-2703	Contact Phone: 907-727-4970
FAX:	FAX:
E-mail: cyoshimura@gci.net,	E-mail: natalie@bhhsalaska.com

*Attach list of additional owners if any.

ENGINEER/LAND SURVEYOR	
Name: Gary LaRusso Keystone Engineering & Curt Holler Holler Engineering	
Mailing Address: PO Box 2216 Palmer, AK 99645 & 3375 Sams Drive Wasilla, AK 99654	Contact Phone: 907-355-6780 Gary & 907-232-0510 Curt
	FAX:
E-mail: gary@mtaonline.net holler@mtaonline.net	E-mail:

Signature of Applicant: _____

Date: 3/4/21

Signature of Owner: _____
 (If different then Applicant)

Date: _____

<p>LID Assessments on property:</p> <ul style="list-style-type: none"> <input type="checkbox"/> There are no LID assessments due on this parcel <input type="checkbox"/> LID assessments have been paid. <input type="checkbox"/> LID assessments have not been paid. 	<p>Finance Office:</p> <p>Initials: _____ Date: _____</p>
<p>Comments on proposed: Right-of-Way: Sewer</p> <p>and Water: Road</p> <p>Construction:</p> <p>Drainage:</p> <p>Lighting:</p>	<p>Public Works Office:</p> <p>Initials: _____ Date: _____</p>
<p>Comments from Community Development Department on continuation of MSB Subdivision process:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <ul style="list-style-type: none"> <input type="checkbox"/> Recommend Approval* <input type="checkbox"/> Recommend Denial <p>* Condition(s) for Recommendation of Approval:</p> <ul style="list-style-type: none"> (1) Completion of Matanuska-Susitna Borough Title 43 (formerly Title 16 & 27) Platting Process (2) (3) </div> <div style="width: 35%; text-align: center;"> <p>_____</p> <p><i>Date</i></p> <p>_____</p> <p><i>Signature</i></p> </div> </div>	



**City of Palmer
Attn: City Clerk**

231 W. Evergreen Avenue, Palmer, Alaska 99645
Telephone: 907-745-3271 * Fax: 907-745-0930

Variance Application Form
Palmer Municipal Code 12.12.080

Applicant: Cedar Park, LLC

Property Location(s): North of Marsh Road and East of Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description(Lot, Block): Tracts 1, 2, 3 and Tract J Cedar Hills

Zone: RI

Request variance from PMC 2015 IFC - 96' Diameter Cul De Sac

Reasons for variance request: We wish to construct our cul de sac bulbs to Matanuska-Susitna Borough standards according to the new SMS Construction Manual adopted January 1, 2021.

For "A" through "F" below, please see attached info "V1"

The city council may grant a variance from the provisions of these regulations. The city council shall only grant variances that it deems necessary, or which it finds desirable from the standpoint of public interest. In making its findings, as required in this section, the city council shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon conditions in the vicinity. No variance shall be granted unless the city council finds the following contained in subsections (A), (B) and (C) of this section.

Please provide a written explanation stating how each of the following requirements has been met:

12.12.080 (A.) That there are such circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council. The subdivider bears the burden of proof;

See attached.

12.12.080 (B.) That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated;

See attached.

12.12.080 (C.) That the granting of the specific variance will not have the effect of nullifying the intent and purpose of this title or the comprehensive plan;

See attached.

The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

Date of application: 3/4/2021

Signature of Owner's authorized representative 

Mailing address 561 E 36th Avenue, Suite 200 Anchorage, AK 99503

Phone/Contact number 907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted: _____

**Please attach any plans or documents pertinent to the request.

CEDAR PARK

VARIANCE V-1

96-foot Diameter Cul De Sac

The 2015 IFC that the City of Palmer adopted is a "model code," which is intended to be a base for tailoring to the specific needs and circumstances within a community. The 2015 IFC states that cul de sac bulbs are 96'. The 2018 IFC says that cul de sac bulbs are 96' when there is a hydrant. This wider cul de sac is required when a fire truck utilizes a fire hydrant in an emergency so that the access route will still be available for use by other emergency vehicles. Like most subdivisions found throughout the valley, this subdivision will be large lots without fire hydrants as all lots will be served with on-site wells, not City water.

The MSB newly adopted construction standard is an 85' cul de sac. The right of way for a cul de sac is 120' (60' radius). The 96' cul de sac does not fit within the right of way when considering the slope to the ditch and the back slope out of the ditch. Up until recently, cul de sac rights of way were created with a 50' radius. In addition to leaving access clear when there are hydrants (we are not proposing to be on City water), the reason for the 96' radius as found in the model code of IFC is also to accommodate the turning radius of the largest fire apparatus, which are typically found in large metropolitan areas with high rise buildings. This subdivision is zoned R-1. This subdivision will be single-family housing. Not high-rise construction.

Larger cul de sac bulbs also create more maintenance for the City, such as snow removal and resurfacing. The 85' cul de sac has a square foot area of 6362, while the 96' cul de sac has an area of 7238 square feet. An increased surface area of 876 square feet. Multiplied by the nine cul de sacs created in Cedar Park makes a total increase of 7,884 square feet. That is adding more than an entire extra cul de sac. Larger cul de sacs also subtract from the lot's front yards, replacing the green area with a hard-surfaced area that concentrates and increases water run-off.

This variance request is a minimum request that does not cause harm. It allows us to make reasonable use of the land and to reduce our impact on the land. At the same time, maintain access for Emergency Vehicles of the type that would be needed in this single-family home subdivision. All of the cul de sacs in Cedar Park will be constructed to those same standards that cul de sacs are built to throughout Alaska and throughout the Matanuska-Susitna Borough.

Goals as stated in the City of Palmer Comprehensive Plan as they pertain to Cedar Park are:

Space for new residential neighborhoods, primarily around the outer portions of the community, and mixed-use areas in the downtown core. Residential areas include internal open space, parks, and connecting trails.

Maintain the quality of existing neighborhoods, and provide space for the diversity of new residential uses, including housing for the upper end of the housing market, higher density housing in around downtown, and housing for seniors.

Respect private property rights. Find a practical balance between community policies that guide growth and the benefits of allowing individuals and businesses to develop properties as they see fit.

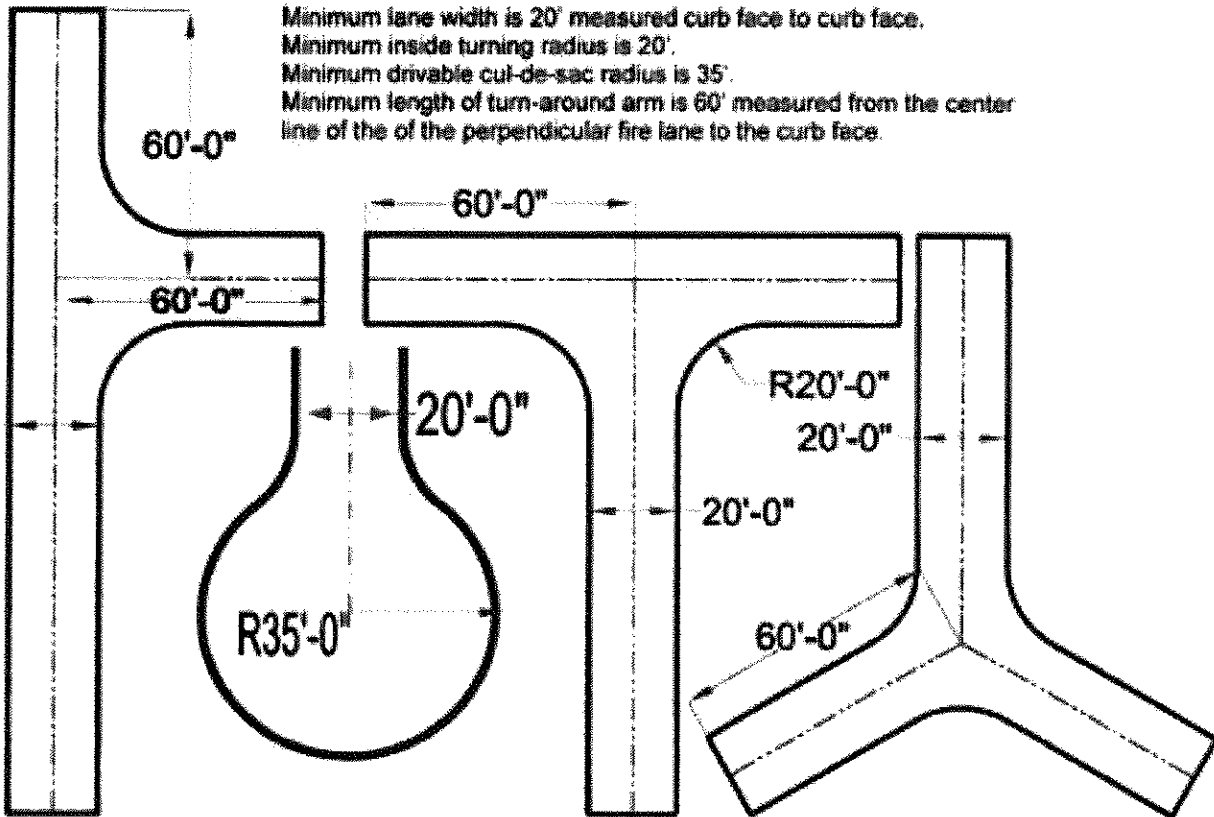
Cedar Park cul de sac size not only meets the goals of the Palmer Comprehensive plan, but Cedar Park will also implement those goals and ideals by allowing individuals to develop the property as they see fit, all while not sacrificing public safety or wise environmental standards.

The requirement to construct 96' cul de sacs is not typical of the area in which we live. Thousands and thousands of cul de sacs throughout the Matanuska-Susitna valley are built to 80 to 85 feet. We are proposing to construct what is typical throughout the valley for large lot subdivisions. It is unreasonable to have a different standard here.

This variance will not permit a land use different from what is allowed in the R-1 zone. It will not change the character of the use permitted in the R-1 zone. Allowing the 85' cul de sac will enhance the primary use found within the R-1 zone. Single-family housing. The larger lots that we propose further enhance the intended character of the zone as they will provide a much-needed mix of housing to the City of Palmer while requiring the most minimal public services.

Approved Fire Apparatus Turn-Around Minimum Dimensions

Minimum lane width is 20' measured curb face to curb face.
Minimum inside turning radius is 20'.
Minimum drivable cul-de-sac radius is 35'.
Minimum length of turn-around arm is 60' measured from the center line of the perpendicular fire lane to the curb face.



(Not to scale)



**City of Palmer
Attn: City Clerk**

231 W. Evergreen Avenue, Palmer, Alaska 99645
Telephone: 907-745-3271 * Fax: 907-745-0930

Variance Application Form
Palmer Municipal Code 12.12.080

Applicant: Cedar Park, LLC

Property Location(s): North of Marsh Road and East of Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description(Lot, Block): Tracts 1, 2, 3 and Tract J Cedar Hills

Zone: R1

Request variance from PMC 12.12.065 - Street Lights

Reasons for variance request: We wish to greatly reduce the amount of light pollution and the maintenance costs created by traditional street lights.

For "A" through "F" below, please see attached info "V2"

The city council may grant a variance from the provisions of these regulations. The city council shall only grant variances that it deems necessary, or which it finds desirable from the standpoint of public interest. In making its findings, as required in this section, the city council shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon conditions in the vicinity. No variance shall be granted unless the city council finds the following contained in subsections (A), (B) and (C) of this section.

Please provide a written explanation stating how each of the following requirements has been met:

12.12.080 (A.) That there are such circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council. The subdivider bears the burden of proof;

See attached.

12.12.080 (B.) That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated;

See attached.

12.12.080 (C.) That the granting of the specific variance will not have the effect of nullifying the intent and purpose of this title or the comprehensive plan;

See attached.

The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

Date of application: 3/4/2021

Signature of Owner's authorized representative 

Mailing address 561 E 36th Avenue, Suite 200 Anchorage, AK 99503

Phone/Contact number 907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted: _____

**Please attach any plans or documents pertinent to the request.

CEDAR PARK

VARIANCE V-2

Street Lights

City of Palmer code 12.12 065 states that Street Lighting is required though it does not say what type of street lighting is required. We propose to have as part of our subdivision a design requirement for individual designer-style driveway lights at the end of each driveway. These lights will significantly reduce the light pollution that is created when traditional street lighting is installed. Our driveway lighting system will have attractive lighting at each driveway which will light the street and mark the entrance to each driveway adding further usefulness to the lighting plan. Street lights are expensive to operate and maintain. Our lighting plan will eliminate those costs to the City.

Unlike the typical subdivision found within the City, the lots within this subdivision will be large, 30,000 square feet or larger. The spacing between residences in a large lot subdivision our street lighting and driveway delineating plan functions better and creates a more desirable neighborhood feel. Traditional street lighting is geared toward small-lot subdivisions.

Our lighting plan will benefit the adjoining properties, and the public as light pollution will be minimized, thereby creating an attractive environment for residents. The majority of the housing found on large lots in the valley is located in subdivisions where there is no street lighting except for the occasional street light placed at bus stops. We are proposing a light at every driveway.

Goals as stated in the City of Palmer Comprehensive Plan as they pertain to Cedar Park are:

Space for new residential neighborhoods, primarily around the outer portions of the community, and mixed-use areas in the downtown core. Residential areas include internal open space, parks, and connecting trails.

Maintain the quality of existing neighborhoods, and provide space for the diversity of new residential uses, including housing for the upper end of the housing market, higher density housing around downtown, and housing for seniors.

Respect private property rights. Find a practical balance between community policies that guide growth and the benefits of allowing individuals and businesses to develop properties as they see fit.

We are planning on large lots which do not require traditional street lighting. The goals of the Comprehensive plan generally speak to creating a community that maintains the rural character of Palmer. Our lighting plan promotes that desire. Large lots are only possible when the regulations are set up to encourage large lot creation. This requirement in City Code is one of the requirements that discourage the creation of large lots. It generally takes the minimally sized lots - that are as small as 8,400 square feet and 60' wide - to absorb the cost of these kinds of subdivision requirements.

This variance will not only protect but will enhance the character of the area. It keeps and strengthens the intent of the code and does not permit a use not otherwise found in City Code.



City of Palmer

231 W. Evergreen Avenue, Palmer, Alaska 99645

Telephone: 907-745-3790 * Fax: 907-745-5443

Variance Application Form

Palmer Municipal Code 13.16.040

Applicant: Cedar Park, LLC

Property Location(s): North of Marsh Road and East of Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description (Lot, Block): Tracts 1, 2, 3 and Tract J Cedar Hills

Zone: R1

Request variance from PMC 13.16.20, 13.16.025, 13.16.030

Reasons for variance request: We wish to create large lots with on-site water and sewer. This is standard throughout Alaska when not creating small "city sized" lots.

For "A" through "F" below, please see attached info "V3"

The city council may grant a variance from the provisions of these regulations in accordance with the procedures as set forth upon finding that undue hardship may result from strict compliance with specific provisions or that the requirements of these regulations or the application of such provisions is impractical or undesirable in a specific instance. The city council shall only grant variances that it deems necessary, or which it finds desirable from the standpoint of public interest. In making its findings, as required in this action, the city council shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon conditions in the vicinity. No variance shall be granted unless the city council finds the following:

Please provide a written explanation stating how each of the following requirements has been met:

13.16.040 A. That there are such special circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable, or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council.

See attached.

13.16.040 B. That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated.

See attached.

13.16.040 C. The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

See attached.

The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

Date of application: 03/04/2021

Signature of Owner's authorized representative 

Mailing address 561 E 36th Avenue Suite 200, Anchorage, AK 99503

Phone/Contact number 907-229-2703

**Please attach any plans or documents pertinent to the request.

CEDAR PARK

VARIANCE V-3

On-site Water and Sewer

City of Palmer code states in 13.08 that:

D. Subsections (A) and (B) of this section notwithstanding, a residential dwelling no larger than a two-family dwelling, located on a parcel having an area of at least 20,000 square feet shall not be required to be connected to the city sanitary sewer system or water distribution system; provided, that the city manager has granted a written waiver from the applicable requirements of subsections (A) and/or (B) of this section. Regarding water, the city manager shall not grant such a waiver unless the owner has proved to the city manager that the on-site water system complies with Alaska Department of Environmental Conservation regulations¹ 13.16.040 states that :The city council may grant a variance from the provisions of these regulations in accordance with the procedures as set forth upon finding that undue hardship may result from strict compliance with specific provisions or that the requirements of these regulations or the application of such provisions is impractical or undesirable in a specific instance.

We are asking for that written waiver.

The design of this subdivision is predicated on our desire, and the public's desire, for large lots close to the amenities that can be found in the valley's business centers. As such, we have purposely made each of our lots capable of accommodating on-site water and septic. Well and septic use is standard throughout Alaska. We have conducted soil testing on twenty-three individual proposed lots, which a minimum depth of twelve feet. These tests ensured the viability of on-site septic. We have drilled three water wells spaced throughout the subdivision to ensure individual on-site water wells' viability. The results of these three wells ranged between 10-30 gallons per minute which is more than adequate for typical household use.

Other subdivisions in the area and the City in general consist of small City sized lots. The adjoining Cedar Hills subdivisions have an average lot size of approximately 9,000 square feet with an average width at the building site of 75'. These small lots were made small to help absorb the cost of running public water lines. According to applicable codes, our lots are between 30,000 square feet and 43,000 square feet, which is appropriate for on-site water and sewer systems. Our average lot width is 140 feet plus.

As stated in the city code noted above, the City can allow on-site water and septic like what is found throughout Alaska when large lots are proposed. The public will not be harmed as engineers design these on-site systems. As an additional safeguard, the City has in its code a provision that gives the City authority to regulate these on-site systems. Lending institutions also require these systems to be tested before resale. An additional benefit to the City is that the landowners will be maintaining these systems, thereby eliminating the City's costs to maintain and replace public water and sewer systems.

Goals as stated in the City of Palmer Comprehensive Plan as they pertain to Cedar Park are:

Space for new residential neighborhoods, primarily around the outer portions of the community, and mixed-use areas in the downtown core. Residential areas include internal open space, parks, and connecting trails.

Maintain the quality of existing neighborhoods, and provide space for the diversity of new residential uses, including housing for the upper end of the housing market, higher density housing around downtown, and housing for seniors.

Respect private property rights. Find a practical balance between community policies that guide growth and the benefits of allowing individuals and businesses to develop properties as they see fit.

Cedar Park's desire for large lots and on-site water and septic will complement the Palmer Comprehensive Plan's goals. Large lots will provide for a mix of housing within the City limits. We will be providing upper-end housing within the City limits. This request is in harmony with the stated goals of the Comprehensive Plan. We desire to create a rural setting inside the City limits. Having to use City water and sewer would make it financially unfeasible to make large lots and not meet market demand.

The strict application of installing City water would make this property unusable for creating a large lot subdivision. This application will not create land use in a district where it is prohibited. We complement the goals of the Comprehensive Plan. We do not harm the public. The City has regulatory authority for on-site systems.



City of Palmer

231 W. Evergreen Avenue, Palmer, Alaska 99645
Telephone: 907-745-3790 * Fax: 907-745-5443

Variance Application Form

Palmer Municipal Code 13.16.040

Applicant: Cedar Park, LLC

Property Location(s): North of Marsh Road and East of Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description (Lot, Block): Tracts 1, 2, 3 and Tract J Cedar Hills

Zone: R1

Request variance from PMC 13.16.025 and any other City Code requirements for sprinklers or hydrants

Reasons for variance request: We wish to create large lots with on-site water and sewer. Hydrants are installed when utilizing City water. This is standard throughout Alaska when not creating small "city sized" lots.

For "A" through "F" below, please see attached info "V4"

The city council may grant a variance from the provisions of these regulations in accordance with the procedures as set forth upon finding that undue hardship may result from strict compliance with specific provisions or that the requirements of these regulations or the application of such provisions is impractical or undesirable in a specific instance. The city council shall only grant variances that it deems necessary, or which it finds desirable from the standpoint of public interest. In making its findings, as required in this action, the city council shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon conditions in the vicinity. No variance shall be granted unless the city council finds the following:

Please provide a written explanation stating how each of the following requirements has been met:

13.16.040 A. That there are such special circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable, or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council.

See attached.

13.16.040 B. That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated.

See attached.

13.16.040 C. The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

See attached.

The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

Date of application: 03/04/2021

Signature of Owner's authorized representative 

Mailing address 561 E 36th Avenue Suite 200, Anchorage, AK 99503

Phone/Contact number 907-229-2703

**Please attach any plans or documents pertinent to the request.

CEDAR PARK

VARIANCE V-4

Fire Hydrants

City of Palmer code states in 13.08 that:

D. Subsections (A) and (B) of this section notwithstanding, a residential dwelling no larger than a two-family dwelling, located on a parcel having an area of at least 20,000 square feet shall not be required to be connected to the city sanitary sewer system or water distribution system; provided, that the city manager has granted a written waiver from the applicable requirements of subsections (A) and/or (B) of this section. Regarding water, the city manager shall not grant such a waiver unless the owner has proved to the city manager that the on-site water system complies with Alaska Department of Environmental Conservation regulations. 13.16.040 states that :The city council may grant a variance from the provisions of these regulations in accordance with the procedures as set forth upon finding that undue hardship may result from strict compliance with specific provisions or that the requirements of these regulations or the application of such provisions is impractical or undesirable in a specific instance.

We are asking for that written waiver. Along with this waiver, we would not be installing hydrants as there would not be a water system to connect the hydrants to.

The design of this subdivision is predicated on our desire, and the public's desire, for large lots close to the amenities that can be found in the valley's business centers. As such, we have purposely made each of our lots capable of accommodating on-site water and septic. This is standard throughout Alaska. To install hydrants, we would have to extend the water system and create small lots, which is not financially feasible.

IFC states:

D107.1 One- or two-family dwelling residential developments.

Developments of one- or two-family dwellings where the number of *dwelling units* exceeds 30 shall be provided with two separate and *approved* fire apparatus access roads.

Exceptions:

1. Where there are more than 30 *dwelling units* on a single public or private fire apparatus access road and all *dwelling units* are equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the *International Fire Code*, access from two directions shall not be required.

2. The number of *dwelling units* on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the *fire code official*.

We have carefully designed this subdivision so that neither hydrants nor individual home sprinklers would be required. Cedar Park has a loop road design that promotes safety by providing a second access. Its design is integrated with the existing Cedar Hills subdivision. We have also provided future access connection points for interconnectivity and even more accessible when the adjoining property is eventually developed. If we did not have the second access, or separately, the access provided for future connections, we would be required to provide hydrants or sprinklers.

Again, most subdivisions within the City limits or the limits of any City are not composed of large lots. Typically they are small lots that help absorb the cost of City utilities. With our average lot width of 140,' we are 233% wider than typical City lots. The cost AND maintenance of a water system with hydrants would, in effect, be more than double the per lot cost as these utilities are calculated on a per running foot cost basis. We would be forced to make small lots to make this a viable effort.

Granting this variance will provide us with a means to reasonably use our land in a manner that does not harm the public. We will be providing street address signage for ease of house identification in case of an emergency. We will be providing a "fire-wise" community and requiring the residents to adhere to those principles and guidelines. Additional information on fire-wise development has been provided. Being a fire-wise community will not only protect the residents within Cedar Park. Being a fire-wise community will protect the surrounding residents both inside and outside of the City limits.

There are no provisions in the Comprehensive plan that this request will conflict with. The character of the development will be rural, which is in harmony with the City Comprehensive Plan, and granting of this variance will not create use that is not allowed within the district. Application of the hydrant requirement will render the property useless for large lots.



**City of Palmer
Attn: City Clerk**

231 W. Evergreen Avenue, Palmer, Alaska 99645
Telephone: 907-745-3271 * Fax: 907-745-0930

Variance Application Form
Palmer Municipal Code 12.12.080

Applicant: Cedar Park, LLC

Property Location(s): North of Marsh Road and East of Glenn Highway

Owner of Record: Cedar Park, LLC

Legal Description(Lot, Block): Tracts 1, 2, 3 and Tract J Cedar Hills

Zone: R1

Request variance from PMC 12.12.035 and any other City Code requirement for curb and gutter

Reasons for variance request: We wish to create a large lot subdivision. Curb and gutter are installed when utilizing a City storm drain system. This is standard throughout Alaska when not creating "city sized" lots. We will be installing multiple infiltration points.

For "A" through "F" below, please see attached info "V5"

The city council may grant a variance from the provisions of these regulations. The city council shall only grant variances that it deems necessary, or which it finds desirable from the standpoint of public interest. In making its findings, as required in this section, the city council shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect of the proposed subdivision upon conditions in the vicinity. No variance shall be granted unless the city council finds the following contained in subsections (A), (B) and (C) of this section.

Please provide a written explanation stating how each of the following requirements has been met:

12.12.080 (A.) That there are such circumstances or conditions affecting said property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable or undesirable to the general public. In such cases, the subdivider shall first state his reasons in writing to the specific provision or requirement involved and submit them to the city council. The subdivider bears the burden of proof;

See attached.

12.12.080 (B.) That the granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated;

See attached.

12.12.080 (C.) That the granting of the specific variance will not have the effect of nullifying the intent and purpose of this title or the comprehensive plan;

See attached.

The city council shall include its findings and the specific reasons for its action and shall also record its reasons and actions in its minutes.

Date of application: 3/4/2021

Signature of Owner's authorized representative 

Mailing address 561 E 36th Avenue, Suite 200 Anchorage, AK 99503

Phone/Contact number 907-229-2703

\$250 Nonrefundable Application Filing Fee Submitted: _____

**Please attach any plans or documents pertinent to the request.

CEDAR PARK

VARIANCE V-5

Curb and Gutter

The design of this subdivision is predicated on our desire, and the public's desire, for large lots close to the amenities that can be found in the valley's business centers. As such we have purposely made each of our lots capable of accommodating on-site drainage. In addition we will be providing a "low impact design" for the road run-off which will dispose of street drainage into multiple infiltration points along the waters path and at points of concentrated flow. We use the natural slope of the ground both on-site and off-site to ensure that all water that originated from Cedar Park stays in Cedar Park.

Curb and gutter concentrates water flow down the edge of the driving surface to a storm drain system or into a highway ditch and eventually into our waterways. We propose to keep all of our run-off water within the boundaries of Cedar Park. This area has water flow from off-site "upstream". The surrounding fields freeze in the winter and when we get a winter thaw the excess surface water flows across the ground. Curb and gutter does not help remediate this problem. Infiltration does. This has been proven in other developed areas. We wish to be provided the same opportunity to keep Cedar Park protected from excessive run-off.

Providing curb and gutter does not protect the public as well as on-site infiltration does. On-site infiltration protects the environment and the aquifer as pollutants are not concentrated and sent elsewhere downstream untreated. They are instead filtered through the ground replenishing the water supply. The goals and objectives of the Comprehensive Plan are not affected by this request as this helps maintain the rural character of the City by creating a subdivision of larger lots and protecting our water quality. If we had to install curb and gutter for Cedar Park we would be "priced out of the market". We would have to create small City sized lots in order to absorb the cost of the improvements. The application of this code would render this property useless for a large lot subdivision. This variance will not create a use in this district that is otherwise prohibited.



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

In the Matter of Cedar Park Properties LLC Subdivision Development

FINDINGS OF FACT

1. Cedar Park Properties LLC (CPPL) submitted three variance applications on March 4, 2021 which contained supplemental information in support of the applications.

2. On April 20, 2021, the Palmer City Manager (CM) convened a hearing on the CPPL variance requests. Testimony at the hearing was presented by the following witnesses:

Connie Yoshimura, Owner & Developer
Natalie Travers-Smyre, Owners Representative
Gary LaRusso, Keystone Engineering for CPPL
Curt Holler, Holler Engineering for CPPL
Chad Cameron, Fire Chief for the City of Palmer
Chris Nall, City of Palmer Public Works Director

3. Written and documentary evidence was also presented and accepted into the record by the CM.

4. CPPL had a full and fair opportunity to present evidence, testimony and argument at the appeal hearing and appeared at the hearing without objection. Upon review and analysis of the whole record including testimony presented in the appeal the CM adopts the following Findings of Fact and Conclusions of Law:

5. CPPL is the owner of a proposed new subdivision of approximately 89 acres and consisting of 83 homesites, identified by Property tax numbers 528748, 528749, 528750, and 16089, in the City of Palmer (City).

6. CPPL is a property development company managed by its principal Connie Yoshimura and with a physical address of 561 E 36th Ave, Suite 200, Anchorage, AK 99503. Ms. Yoshimura provided testimony at the April 20, 2021 hearing.

7. CPPL identified Gary LaRusso of Keystone Engineering and Curt Holler of Holler Engineering as the engineers of record on the application. Both provided testimony at the April 20, 2021 hearing.

8. CPPL's subdivision permit, dated March 4, 2021, calls for individual wells and on-site sewage system.

9. Concurrent with the filing of its subdivision permit, CPPL submitted five variances to the City for consideration. Two of those variances are currently before the City Council and the remaining three are the subject of this determination.

10. CPPL seeks to vary the City subdivision standards (identified in the request as "2015 IFC-96' Diameter Cul De Sac") and seeks to construct cul-de-sacs according the 96 foot standards from the Matanuska-Susitna Borough according to the new SMS Construction Manual adopted January 1, 2021.¹

11. CPPL, pursuant to its variance request, seeks to reduce the cul-de-sac diameters in the subdivision from 96 feet, as set forth in the IFW Standards adopted by the City, to 85 feet.

12. CPPL also seeks a variance to Palmer Municipal Code (PMC) 13.16.20, 13.16.025, and 13.16.030, and seeks "to create large lots with on-site water and sewer."²

13. CPPL, pursuant to this variance request, seeks to authorize on-site water and sewer for each of the 83 lots of the subdivision.

14. CPPL seeks an additional variance to "PMC 13.16.025 and any other City Code requirements for sprinklers or hydrants" and states that in light of the concurrent variance request for onsite water and sewer, "[h]ydrants are installed when utilizing City water."

15. CPPL, pursuant to this variance request, seeks to remove the requirement to install fire hydrants in the subdivision because of the inclusion of a secondary access road as well as the variance request for on-site water and sewer.

16. In support of the cul-de-sac request, CPPL stated that the 2015 International Fire Code (IFC) that was adopted under PMC 15.44.010, states that cul-de-sac bulbs are 96 feet. However, the IFC was updated in 2018 in which it states that cul-de-sac bulbs are 96 feet when there is a fire hydrant. The rationale behind the 2018 modification is to clarify that the additional size is required when

¹ The referenced construction manual was adopted by the Matanuska-Susitna Borough.

² The CM interprets this variance request as a waiver request under PMC 13.08.030, which authorizes the CM to approve water and septic plans without requiring a variance.

a fire truck is utilizing a fire hydrant, and will still allow room for additional emergency vehicles.

17. CPPL also notes that Matanuska Susitna Borough adopted an 85 foot cul-de-sac bulb as its construction standard.

18. CPPL also notes the policy and practical benefits of a smaller cul-de-sac, including less maintenance for the City including snow removal, increased green space in neighborhoods, and reducing water run-off. The smaller cul-de-sac aligns with the goals stated in the City Comprehensive Plan.

19. Regarding the onsite well and septic variance request, CPPL contends that well and septic use is standard throughout Alaska and that soil testing was conducted on twenty three individual lots, with a minimum depth of twelve feet, which ensured the viability of septic. Additionally, three water wells were drilled spaced throughout the subdivision, with results ranging from 10 to 30 gallons per minute which is more than adequate for a typical household.

20. The CPPL subdivision has much larger lots than adjoining subdivisions, which substantially increases the cost of connecting water and sewer. The onsite water and septic aligns with the goals stated in the City Comprehensive Plan.

21. Regarding the fire hydrant variance request, CPPL contends that there would not be any City water utility service to connect the fire hydrants to if the water and sewer variance request is approved.

22. IFC D107.1 contains the standards for the two separate fire apparatus access roads. CPPL contends that its design utilization of two access roads is such that fire hydrants are not required.

23. CPPL further submits that it will provide clear signage of each house in the subdivision and that residents will be required to adhere to "fire-wise" principles to mitigate fire risk. The rural character implicit in the proposed design also aligns with the goals stated in the City of Palmer Comprehensive Plan.

24. CPPL contends that the cost and maintenance of fire hydrants is much higher on large lot properties, thereby requiring CPPL to utilize a smaller lot design.

25. CPPL has provided all of the evidence it has in support of its variance requests.

26. City Public Works Director Chris Nall submitted comments in an undated Memorandum for Record. In the memorandum, Director Nall concurs with the request to install cul-de-sacs with an 85 foot diameter with the caveat that "if

this request conflicts with the newer, more updated requirement adopted by the City, IFC 2015, as noted by the requestor, it is likely in the City's best interest to impose the more restrictive in nature requirement for safety reasons."

27. Director Nall concurs with the variance request for onsite water and sewer conditioned upon CPPL providing confirmation that Alaska Department of Environmental Conservation (ADEC) has approved individual well and on-site sewage systems for each lot in the subdivision and enters into a septic maintenance agreement with the City for each lot. Director Nall further notes that this decision would impact future subdivision development within the City and would impact City utilities by imposing additional maintenance and resulting in lost revenue.

28. Director Nall had no comments regarding the fire hydrant variance request.

29. In a letter dated April 23, 2021, the Fire Chief for Palmer Fire and Rescue (City Fire Chief) provided his comments regarding the proposed cul-de-sac variance and the fire hydrants variance. Specifically, the City Fire Chief objects to granting the variance because he argues the 85 foot cul-de-sac does not meet the 2015 IFC as adopted by the City in PMC 15.44.010.

30. The City Fire Chief also notes that 13 AAC 50.025 adopted the 2012 IFC, which is congruent with the 2015 edition requiring cul-de-sacs exceeding 150 feet in length to have a minimum radius of 96 feet.

31. The City Fire Chief provided comments regarding the proposed fire hydrant variance and notes that 2015 IFC Section 507.2 states that "an approved water supply capable of supplying the required water flow for the fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction."

32. 2015 IFC, Section 507.2 states that "an approved water supply capable of supplying the required water flow for the fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction."

33. 2015 IFC, Section 507.2 states, "a water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required water flow."

34. 2015 IFC, Section 507.5 states, "Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6."

35. 2015 IFC, Section 507.5.1 states, "Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than

400 feet from a hydrant on a fire apparatus access road...on-site fire hydrants and mains shall be provided where required by the fire code official." The section contains two exceptions that are not applicable.

36. The City Fire Chief contends that the second access road does not negate the requirement for fire hydrants. The second access road provides for a backup road in case one access road becomes unusable, and the specific exception calls for automatic sprinkler systems.

37. 2015 IFC, Section [A] 104.8 states that "[w]here there are practical difficulties involved in carrying out the provisions of this code, the fire code official shall have the authority to grant modifications for individual cases, provided the fire code official shall first find that special individual reason makes the strict letter of this code impractical and the modification does not lessen health, life and fire safety requirements."

38. The City Fire Chief objects to this variance request after consultation with multiple fire experts in the State of Alaska, stating that the request does not meet the 2015 IFC as adopted by the City in PMC 15.44.010.

39. CPPL disagrees with the requirement based upon their subdivision design, in which a loop road design provides a secondary access in addition to the primary fire response access. Additionally, CPPL has stated that they will become a 'Fire Wise' community that will help mitigate fire risk in the subdivision. Finally, CPPL asserts that the creation of 83 homes compared to the 235 homes currently permitted inherently reduces home owner fire risk.

40. CPPL also asserts that the subdivision plan aligns with the City Comprehensive plan and is rural in character. However, CPPL also asserts that cost is a significant factor in seeking the variance request.

41. The City development standards, division 1000, para. 1104.5 states, "All cul-de-sacs shall have a minimum diameter of 85 feet of pavement (front curb to front curb)." In contrast, language in the 2015 IFC, specifically Appendix D103.4, sets forth a 96 foot requirement for purposes of safety of apparatus, personnel and personal property.

42. The City adopted the 2015 IFC via PMC 15.44.010, which states that "The bound volumes containing the code known as the IFC, 2015 Edition, of the International Code Council, including Appendices B, C, D and E, together with the local amendments as set forth in Chapter [15.48](#) PMC, shall constitute the laws of the city relating to conditions hazardous to life and property from fire or explosion."

43. The City in its discretion has used the 85 foot development standard as of April 2021. This past practice has been applied in the City's discretion when

the facts of an application support a reduced cul-de-sac diameter as they do in this case.

44. CPPL has indicated that the cost to serve one-acre homesites with water and sewer is prohibitive but has not provided specific evidence supporting this claim. The cost of subdivision development is irrelevant to the variance or waiver analysis.

45. PMC 15.70.010 states that "Whenever the building official disapproves an application or refuses to grant a permit applied for, or when it is claimed that any provision of the code has been misconstrued or wrongly interpreted, the person disagreeing with the building official, referred to as applicant, may appeal from the decision of the building official to the city manager within 30 days from the date of the decision."

46. PMC 13.08.030 states in relevant part:

A. No person shall erect any dwelling or commercial or industrial building without providing sewerage facilities and connection to the city sanitary sewer; provided, that such connection need not be made if the premises are located further than 150 feet from the city sanitary sewer as measured in a straight line from the sanitary sewer to the nearest exterior lot line; and provided further, that it shall be unlawful to erect any such structure where city sewer service is not available within 150 feet unless the proposed sanitary facilities shall have been approved by the city manager or his duly authorized agent as providing adequate disposal of wastes. Such officer, in making his decision, shall consider the terrain and drainage of the area as well as technical compliance with the specifications for septic tanks, and no building plans shall be approved unless the sanitary facilities have first been approved.

D. Subsections (A) and (B) of this section notwithstanding, a residential dwelling no larger than a two-family dwelling, located on a parcel having an area of at least 20,000 square feet shall not be required to be connected to the city sanitary sewer system or water distribution system; provided, that the city manager has granted a written waiver from the applicable requirements of subsections (A) and/or (B) of this section. Regarding water, the city manager shall not grant such a waiver unless the owner has proved to the city manager that the on-site water system complies with Alaska Department of Environmental Conservation regulations. Regarding sewer, the

city manager shall not grant such a waiver unless the owner (1) has proved to the city manager that the construction and operation of the on-site wastewater system has been approved by the Department of Environmental Conservation; and (2) the owner has entered into an agreement with the city under which the owner agrees to regular maintenance of the on-site wastewater system. The agreement with the city must run with the land and must be duly recorded. All costs of maintenance, inspection, recording, etc., will be at the owner's expense.

CONCLUSIONS OF LAW

1. CPPL has the burden of proof to demonstrate that granting of the variance requests is proper.

2. PMC 15.44.010 states that "The bound volumes containing the code known as the IFC, 2015 Edition, of the International Code Council, including Appendices B, C, D and E, together with the local amendments as set forth in Chapter 15.48 PMC, shall constitute the laws of the city relating to conditions hazardous to life and property from fire or explosion."

3. PMC 15.44.020 states that the chief of the fire department shall have the power to modify any of the provisions of the IFC upon application when there are practical difficulties in carrying out the strict letter of the code. No application to the chief of the fire department has been made by CPPL for variances. However, the City Fire Chief has reviewed, commented, and objected to two of the three variances.

4. The CM interprets the City Fire Chief objections to the cul-de-sac and fire hydrant variance requests as confirmation that the City Fire Chief has decided not to modify any provisions of PMC 15.44.020.

5. The City Fire Chief's objection to the cul-de-sac and hydrant variance requests is essentially a building official disapproving of an application under PMC 15.70.010, resulting in the present appeal to the CM.

6. The CM has reviewed the whole record regarding the cul-de-sac variance request and finds that CPPL has met its burden of proof. The CM concludes that the City in its discretion has applied the 85 foot cul-de-sac diameter when the facts of the subdivision application support a reduced diameter as they do in this case.

7. The other two variance requests must be read in conjunction with the Code Section 13 of the Palmer Code. Under PMC 13.16.020, the subdivider shall be responsible for the installation of improvements in accordance with the conditions

and specifications outlined in PMC 13.16.025 (water supply system) and 13.16.030 (sanitary sewer system).

8. Under PMC 13.16.025, fire hydrants shall be provided to standards established by the American Waterworks Association.

9. Subject to PMC 13.08.030, when each lot within a proposed subdivision has an area of 20,000 square feet or more, connection to the city water system is not required, provided the developer proves to the CM that the ADEC has approved on-site water supply systems for each lot.

10. Under PMC 13.16.030, subject to PMC 13.08.030, when each lot within a proposed subdivision has an area of 20,000 square feet or more, connection to the city sewer system is not required, provided the developer proves to the CM that the ADEC has approved on-site wastewater supply systems for each lot.

11. PMC 13.08.030 states that any structure erected more than 150 feet from city sewer service (as is the case here), must be approved by the CM as providing adequate disposal of waste, considering the terrain and drainage as well as technical compliance with the specifications for septic tanks, and no building plans shall be approved unless the sanitary facilities have first been approved.

12. The CM has the authority under PMC 13.08.030 to grant a waiver and approve water and septic plans without requiring a variance. In light of PMC 13.08.030 and based on a review of the whole record including concurrence from the Public Works Department, the CM conditionally approves the water and septic plans subject to the following conditions:

- a. CPPL provides sufficient evidence that the on-site water system complies with ADEC regulations;
- b. CPPL provides sufficient evidence that the on-site wastewater system complies with ADEC regulations;
- c. CPPL obtains and provides the City official written ADEC approval and certification, authorizing the construction and operation of the on-site wastewater system;
- d. CPPL enters into an agreement with the City under which CPPL agrees to regular maintenance of the on-site water and wastewater systems and to defend and indemnify the City for any costs or damages related to the on-site wastewater system, and the failure to comply may result in the City asserting any and all legal and equitable remedies available to it;

- e. The Agreement with the City will be recorded and will run with the land as to each of the lots in the subdivision; and
- f. CPPL will bear all costs relating to the drafting of the Agreement, maintenance, inspection, recording, or disputes, with respect to the on-site wastewater system.

13. The City's comprehensive plan encourages growth, and a variety type of housing. This waiver approval does not diminish current City resident's water pressure and supply. The proposal also does not negatively impact the City's water service financials. By granting this waiver it will however, impact the level of service required for oversight, review and approval by the City. It will also set a new requirement, expense, and responsibility for the homeowner. This waiver is granted based on the subdivision lot size average of one acre. This variance should be viewed as an examination of a new type of housing within the City and should not be viewed as future approval for City water and sewer exemptions.

14. The CM finds that no express variance is required under PMC 13.16.025 as the code does not expressly set forth standards for fire hydrants. In addition, the CM's decision on sewer and water above renders the fire hydrant request moot, as fire hydrants cannot be utilized without City water in place in the subdivision. The CM, based on a review of the record including concurrence from the Public Works Department and also based on the concurrent approval of on-site well and sewer, conditionally approves the request to not include fire hydrants in the subdivision plan subject to the following conditions:

- a. CPPL provides sufficient evidence that the homes are to be developed following "Fire Wise" standards and principles such as non-combustible building materials, proper vegetation planning and maintenance, removing brush and tall dry grasses;
- b. CPPL provides sufficient evidence that CPPL will require home safety apparatus such as alarms, easy egress, and in-home system maintenance;
- c. CPPL provides sufficient evidence that it will require easily identifiable home numbers;
- d. CPPL enters into an agreement with the City under which CPPL agrees to maintain the standards in (a) through (c), and the failure to comply may result in the City asserting any and all legal and equitable remedies available to it (Agreement);
- e. The Agreement with the City will be recorded and will run with the land as to each of the lots in the subdivision; and

- f. CPPL will bear all costs relating to the drafting of the Agreement subject to approval of the City, maintenance, inspection, recording, or disputes with respect to fire requirements set forth herein.

15. The CM has reviewed all of the evidence and testimony in the record, including the materials submitted by CPPL and the information provided from the City, in support of his final decision.

This written decision of the CM issued this 24th day of May, 2021.



John Moosey

Cc: City Council
Connie Yoshimura, Owner & Developer
Natalie Travers-Smyre

Attachments:

Subdivision Permit Dated 03.04.2021
Variance Application Form: 96' Diameter Cul-De-Sac
Variance Application Form On-site Water and Sewer
Variance Application Form Fire Hydrants
Proposed 2021 Subdivision Map Overview
Public Works Memorandum For Record
Palmer Fire and Rescue Response March 23, 2021
Fact Sheet and Brochure: National Firewise Communities

NOTICE OF FINAL DECISION AND RIGHT TO APPEAL

Regarding the water and wastewater variance request as well as the fire hydrant variance request, and based on the CM's interpretation of the variance requests as waiver requests, the applicant has a right to appeal this final decision to city council pursuant to PMC 13.08.040. Such appeal to the city council must be filed within 15 days of applicant's receipt of the final decision. Applicant's failure to meet this 15 day deadline constitutes a waiver of all appeal rights and the CM's decision becomes final. The city council is authorized to hear to the appeal on the

waiver determinations and is also authorized to make variance determinations under 13.16.040.

The CM's decision regarding the cul-de-sac variance triggers an appeal right under PMC 15.70.010, in which an applicant who is dissatisfied with the CM's decision may appeal it to the superior court in Palmer. Such appeal must be filed within 30 calendar days of applicant's receipt of the final decision. Applicant's failure to meet this 30-calendar-day deadline constitutes a waiver of all appeal rights and the CM's decision becomes final.

Amendments at the table are indicated below in bold and
strikeout.

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
1st Public Hearing Date: April 27, 2021
2nd Public Hearing Date: May 25, 2021
Action: Approved
Vote: 6 Yes/1 No

Yes:	No:
Best	Berberich
Carrington	
Combs	
Daniels	
DeVries	
Valerius	

CITY OF PALMER, ALASKA

Resolution No. 21-015

A Resolution of the Palmer City Council Authorizing the City Manager to Execute a Subdivision Agreement with a Variance to Required Public Improvements for Subdivision Development as Outlined in Palmer Municipal Code Chapter 12.12

WHEREAS, City Council establishes and defines the public improvements which will be required under agreement to be constructed by a subdivider and to outline the procedures and responsibilities of subdivider in Palmer Municipal Code Chapter 12.12; and

WHEREAS, the City requires every subdivider to install streets, curb and gutters, public utilities, provide adequate drainage system, traffic control devises, sidewalks (when required) and street lighting in accordance with standards adopted by the city; and

WHEREAS, Palmer Municipal Code Section 12.12.080 grants City Council the authority to grant variances to development standards for subdivisions that it deems necessary, or which it finds desirable from the standpoint of public interest; and

WHEREAS, the City Council shall include its findings the specific reasons and actions in its minutes; and

WHEREAS, the City has received from Cedar Park LLC a request for variances to development standards for curb and gutters and street lighting; and

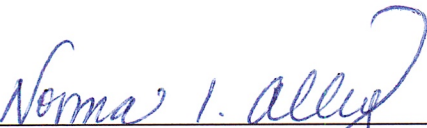
WHEREAS, the adopted Palmer Comprehensive Plan Chapter 6 Goal 2 supports maintaining high quality residential neighborhoods; promotes development of a range of desirable new places to live in Palmer.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby authorizes the city manager to enter into a subdivision agreement with Cedar Park, LLC and grant **a** variances to development standards for the installation of curb and gutter ~~and substitute street lighting for mandatory driveway lighting.~~

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby establishes the Findings of Fact Attached as Exhibit "A" and by this reference is incorporated.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby finds that there are such circumstances of conditions affecting the property that the strict application of the provisions of this chapter would clearly be impractical, unreasonable or undesirable to the general public. That granting of the specific variances will not be detrimental to the public welfare or injurious to the property in the area in which property is situated. The granting of the specific variance will not have the effect of nullifying the intent and purpose of Palmer Municipal Code Chapter 12.12 or the Palmer Comprehensive Plan.

Approved by the Palmer City Council this 25th day of May, 2021.



Norma I. Alley, MMC, City Clerk



Edna B. DeVries, Mayor

DRAFT MINUTES

City of Palmer, Alaska
City Council Minutes

Regular Meeting
March 25, 2021

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on March 25, 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	Sabrena Combs, Deputy Mayor
Julie Berberich	Brian Daniels
Richard W. Best (participated telephonically)	Jill Valerius (participated telephonically)
Steve Carrington	

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (participated telephonically)
Norma I. Alley, MMC, City Clerk	Chris Nall, Public Works Director

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 for June 8, 2021, for **Ordinance No. 21-008:** Amending Palmer Municipal Code Chapter 8.20 Regarding Garbage Collection and Disposal
 - b. Introduction and Setting a Public Hearing for June 8, 2021, for **Ordinance No. 21-009:** Amending Palmer Municipal Code Section 13.16.025 Water Supply System
2. Approval of Minutes of Previous Meetings
 - a. April 27, 2021, Regular Meeting

Council Member Best left the meeting at 7:04 p.m.

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

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

****DRAFT MINUTES****

Council Member Best rejoined the meeting at 7:05 p.m.

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation on Drug Enforcement Agency Presentation from DEA Tactical Diversion Squad Group Supervisor Thomas Olsen

Mr. Thomas Olsen spoke on the impact DEA Tactical Diversion Squad has had on the community. He also praised the efforts of city of Palmer police officer that has been working with them and how he has contributed to the success of the DEA Tactical Diversion Squad in the valley.

F. REPORTS

1. City Manager's Report

City Manager Moosey reported on the following:

- Requested City Councils' permission to send a letter to the State requesting transfer of state funds to Mat-Su Health Foundation relating to COVID-19 funding;
- City's first quarter financial report is on the city's website;
- Has made a decision on three of the Cedar Park variances, those decisions are listed on the city's website; and
- Upcoming meetings and events he would be attending.

2. City Clerk's Report

None.

3. Mayor's Report
 - a. Memorial Day Proclamation

Mayor DeVries spoke on upcoming voter redistrict meeting at Mat-Su Borough on June 1, 2021.

4. City Attorney's Report

None.

G. AUDIENCE PARTICIPATION

Mr. Erik Anderson requested clarification from City Manager Moosey on the Cedar Park variance decisions.

H. PUBLIC HEARING

1. **Resolution No. 21-015:** Authorizing the City Manager to Execute a Subdivision Agreement with Variances to Required Public Improvements for Subdivision Development as Outlined in Palmer Municipal Code Chapter 12.12 (2nd Public Hearing)

This item was postponed from the April 27, 2021, Council Meeting.

****DRAFT MINUTES****

City Manager Moosey provided the staff report and fielded questions from Council.

Mayor DeVries opened the public hearing on Resolution No. 21-015.

Ms. Connie Yoshimura, Cedar Park Properties, LLC, Owner, testified to the merits of the application for the variances. She stated Cedar Park will have an active non-profit homeowner's association, which will enforce the covenants, codes, and restrictions of the homeowner's association and will be in control of the areas of variance #5 instead of the city.

Mr. Steven Pannone, Pannone Engineering Services, LLC., Senior Civil Engineer, testified to the merits of the variances.

Mr. Gary Lorusso, Keystone Surveying and Mapping Surveyor, testified on the merits of the variances.

Mr. Phil Michelson, Cedar Park Project Developer, testified on building spacing and fire safety providing clarification that there will be gravel five to six feet around the structures on the ground and all buildings will be spaced 30 to 50 feet apart.

Mr. Chris Nall, City of Palmer Public Work Director, provided clarification on how the variances do not meet code and fielded questions from Council.

Mr. Erik Anderson spoke against the application for variances.

Mr. Mike Chmielewski spoke against the application for variances.

Hearing no objection from the Council, Mayor DeVries closed the public hearing.

Main Motion: To Approve Resolution No. 21-015

Moved by:	Valerius
Seconded by:	Daniels

Division of a Question: To Divide Resolution No. 21-015 into Two Parts: Curb and Gutter Variance Request Number 2, and Street Lighting Variance Request Number 5

Moved by:	Combs
Seconded by:	Best
Vote:	6 Yes/1 No (DeVries)
Action:	Motion Carried

Deliberation commenced from Council regarding concerns for street lighting and the health and safety of children during dark months for bus stop pick-up.

Deputy Mayor Combs expressed she would not vote in favor of the variance request for street lighting due low street lighting creating a health and safety concern for children during winter months at bus stops and people walking on streets with no sidewalks.

****DRAFT MINUTES****

Vote on Motion: Resolution No. 21-015 Variance Request Number 2 Street Lighting

Moved by:	Combs
Seconded by:	Valerius
Vote:	3 Yes/4 No (Berberich, Best, Combs, Daniels)
Action:	Motion Failed

Discussion commenced identifying the finding of facts, which were to be attached to the resolution. Consensus was met that the findings of facts to be adopted were what was provided on pages 133-138 in the packet.

Vote on Motion: Resolution No. 21-015 Variance Request Number 5 Curb and Gutter and Adopt Findings of Facts as Identified on Pages 133-138 of the Packet.

Moved by:	Daniels
Seconded by:	Valerius
Vote:	6 Yes/1 No (Berberich)
Action:	Motion Carried

Mayor DeVries called a recess at 8:55 p.m. and reconvened the meeting at 9:05 p.m.

- Ordinance No. 21-005:** Amending Palmer Municipal Code Chapter 17.36 Industrial District, 17.58 Business Park and Enacting 17.28.020 Palmer Commercial Land Use Matrix

Mayor DeVries opened the public hearing on Ordinance No. 21-005. Seeing no one come forward and hearing no objection from the Council, Mayor DeVries closed the public hearing.

Main Motion: To Approve Ordinance No. 21-005

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

- Ordinance No. 21-006:** Amending Palmer Municipal Code Section 17.64.050 Central Business District Boundaries, Deleting Section 17.64.055 Fee-in-Lieu, and Amending Section 17.64.080 Landscaping Requirements

Mayor DeVries opened the public hearing on Ordinance No. 21-006. Seeing no one come forward and hearing no objection from the Council, Mayor DeVries closed the public hearing.

Main Motion: To Approve Ordinance No. 21-006

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

****DRAFT MINUTES****

4. **Ordinance No. 21-007:** Amending Palmer Municipal Code Section 18.05.067 Pertaining to Election Proposition and Questions Referral Deadlines

Mayor DeVries opened the public hearing on Ordinance No. 21-007. Seeing no one come forward and hearing no objection from the Council, Mayor Devries closed the public hearing.

Main Motion: To Approve Ordinance No. 21-007

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

I. NEW BUSINESS

1. **Action Memorandum No. 21-036:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection for the Renewal of Liquor License Nos. 119, 5638, and 5716 for the Palmer Alehouse Located at 320 E. Dahlia Avenue

Main Motion: To Approve Action Memorandum No. 21-036

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

2. **Committee of the Whole:** Discussion Regarding Annexation

Motion to Postpone: To Postpone until June 8, 2021, City Council Meeting.

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

J. EXECUTIVE SESSION

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

City Manager Moosey stated the Executive Session was not needed at this time.

K. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported no Items Placed on the Table.

****DRAFT MINUTES****

L. AUDIENCE PARTICIPATION

Mr. Erik Anderson requested City Council to change the process of requesting city variances.

M. COUNCIL COMMENTS

No direction given to staff for legislation to be placed on a future agenda.

N. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 9:44 p.m.

Approved this ____ day of ____, 2021.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

I. STATEMENT OF IMPACT

Based on the design and calculations herein the proposed drainage plan will not result in adverse storm water impacts on existing drainage or on a downstream property or watercourse.

II. Project Description

Legal Description: Cedar Park Subdivision
Palmer Recording District
Site Address: NSN Pioneer Parkway and Glenn Highway

Description of Project:

Project Name: Cedar Park Subdivision

Lot Size: 90.2 Acres (3,928,810 sf)

Disturbance Area of Lot: (Assumed) 9.8 Acres (426,528 sf)

This project is the creation of a new subdivision for use as residential lots. The project is assuming that each house will have an area of 3,000 square feet for house and driveway for each of the 85 developable lots, and is assuming that roads will have a 28' wide section with area based on length of right-of-way centerline.

III. Basin Characteristics

Pre-development Conditions:

The 90.2-acre site is currently un-developed. The site is gently rolling hills that generally rolls to the southwest. The area is covered with old growth birch and poplar trees.

Post-development Conditions:

85 new residential lots will be created and we are assuming that each lot will have an average residential home footprint of 3,000 square feet, and a driveway of 4,000 square feet when developed, with a total disturbance of 426,528 square feet. Approximately 10.1% of the site shall be disturbed for this project. Newly created runoff will be naturally collected via overland flow and treated as required with naturally occurring green infrastructure (Canopy Cover and Natural Vegetation Retention). The drainage basin will remain the same.

Existing Conditions for Downstream Contributing Basins:

The existing lots are un-developed and any runoff that leaves the lot continues through forest cover and collects the established drainage depressions.

Land Cover Characteristics:

- Pre-development: The lot is a forested rolling hills with established drainage depressions that eventually flow into the Matanuska River.
- Post-development: Approximately 9.8 acres, or 10.1% of the area will be disturbed by development at full built-out.

Conveyance and Stream Locations:

There is established drainage patterns in the existing forest that collects and conveys the run-off to the southwest. There are several small contributing drainage patterns that connect to the larger collection depression throughout the subdivision. All required separation distances will be met. No Wetlands exist on the site.

Soils:

Holler Engineering, Mr. Curt Holler P.E. performed 23 test holes in November of 2020. See attached soils logs. All test holes were performed within the proposed Subdivision area. The soil is characterized as silty sands and gravel with underlying layers of coarse poorly graded gravels. The soil has an infiltration rate of 0.0003 cubic feet per second per square foot.

Slopes:

The proposed subdivision is characterized as sloping terrain and is on the south side of a sloping terrain. In general, the entire area starts sloping down from the northeast to the southwest with slopes of approximately 0% and 6%.

Existing and Proposed Control Structures:

There are no existing control structures in the proposed subdivision.

Calculated Runoff Quantities (Figure 4.2-1 with rational method)

Quantities were calculated based on entire basin as shown on drainage figure, attached.

- 1 year/ 24 hour Pre-development: 0.71 cfs
- 10 year/ 24 hour Pre-development: 1.32 cfs
- 100 year/ 24 hour Pre-development: 2.07 cfs
- 1 year/ 24 hour Post-development: 1.38 cfs
- 10 year/ 24 hour Post-development: 2.59 cfs
- 100 year/ 24 hour Post-development: 4.06 cfs

IV. Water Quality Treatment

Water Quality Treatment will be achieved using 'Canopy Cover and Natural Vegetation Retention'. The area of the site that will remain naturally vegetated post-development exceeds 85% of the total area. This will exceed the requirement for water quality treatment by an order of magnitude. For calculation purposes the only delineated wetlands will be used as designated water quality treatment.

The proposed area of impervious material i.e. driveways and rooftops, will be 766,528 square feet. The volume of runoff from 2.06 inches of rainfall/ day will be: $766,528 \text{ s.f.} \times 2.06 \text{ inches} \times 1 \text{ foot}/12 \text{ inches} = 131,587$ cubic feet of runoff per day.

Linear detention/disposal along bottom of ditch-line has a storage along approximately 6,000 feet of road, with absorption ditches along each side, there is 12,000 LF of infiltration (see typical section.) at a post development run-off volume of 2.59 cfs, 853 lf of absorption ditch will be required to absorb the expected volume. At approximately every 800 feet, a deep infiltration basin will be installed to collect and absorb the expected volume. Additionally, these infiltration basin will extend a minimum of ten feet below the surface with the ability to absorb the expected mid-winter melt off (chinooks) that always occur. The expected frost depth is six to eight feet below the ditch line, so

extending to a depth of ten feet will ensure there will be thawed soils to absorb the runoff in the winter months.

V. Extended Detention

Extended detention is not required on this subdivision. Extended Detention requirement has been met with green infrastructure.

VI. Conveyance Design (ASM Vol. 1-3.3.2.3)

The pre-development and post-development runoff was calculated in using best management practices for a 10-year/24 hour storm event. The pre-development and post-development run-off calculations for the subdivision are reported in cubic feet per second (cfs). The rational method was used to determine the run-off quantities. Pre-treatment of the storm water entering the storm drain system will occur using Canopy Cover and Natural Vegetation. The post development runoff is greater than the pre development runoff. The pre-development and post-development runoff is based on one basin including the upslope contributing area.

- Pre-development: 1.32 cfs
- Post-development: 2.59 cfs

VII. Detention and Peak Flow Control – Option 1

This is a medium project not requiring Detention and Peak Flow Control.

VIII. Operation and Maintenance Plan

See attached Operation and Maintenance Plan

IX. Stormwater Management Report

See this report.

X. Complete Drainage Certification Form

Not Applicable

XI. Wetland Compliance

No wetlands in this subdivision

Appendix A

Drainage Certification

Pannone Engineering Services, LLC.

DRAINAGE IMPACT CALCULATIONS

Project: Cedar Park Subdivision

Date: 13-May-21

Pre Construction

Rainfall Intensity (NOAA Point Precipitation Frequency Estimates)			
I _{10-yr}	0.086		
I _{100-yr}	0.135		
I _{1-yr}	0.046		
I _F	1.000		

Runoff Calculations

C ₁	0.3	Gravel
A ₁	0.00	(Acres)
C ₂	0.25	Rap
A ₂	0.00	(Acres)
C ₃	0.85	Impervious
A ₃	0.00	(Acres)
C ₄	0.85	Asphalt/Concrete
A ₄	0.00	(Acres)
C ₅	0.17	forest
A ₅	90.19	(Acres)

10-year storm

Q=CIAI_F= **1.32** CFS

100-year storm

Q=CIAI_F= **2.07** CFS

1-year storm

Q=CIAI_F= **0.71** CFS

DIA areas		
square foot	Type	acres
0	Gravel	0.00
3928810	Forest	90.19
0	Building	0.00
0	Asphalt	0.00

Pannone Engineering Services, LLC.

DRAINAGE IMPACT CALCULATIONS

Project: Cedar Park Subdivision

Date: 13-May-21

Post Construction

Rainfall Intensity (NOAA Point Precipitation Frequency Estimates)				
$I_{10\text{-yr}}$	0.086			
$I_{100\text{-yr}}$	0.135			
$I_{1\text{-yr}}$	0.046			
I_F	1.000			
Runoff Calculations				

C_1	0.3	Gravel
A_1	0.00	(Acres)
C_2	0.25	Rap
A_2	0.00	(Acres)
C_3	0.85	Impervious
A_3	5.85	(Acres)
C_4	0.85	Asphalt/Concrete
A_4	11.74	(Acres)
C_5	0.17	Forest
A_5	88.92	(Acres)

10-year storm

$Q=CIAI_F=$ **2.59** CFS

100-year storm

$Q=CIAI_F=$ **4.06** CFS

1-year storm

$Q=CIAI_F=$ **1.38** CFS

DIA areas		
square foot	Type	acres
0	Gravel	0.00
3873270	Forest	88.92
255000	Building	5.85
511528	Asphalt	11.74

SEPTIC MAINTENANCE AGREEMENT

RETURN TO: City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645

Palmer Recording District
Third Judicial District
State of Alaska

THIS SEPTIC MAINTENANCE AGREEMENT (hereinafter the Agreement or SMA), is made and entered into as of this 8 Day of March, 2022, by and between Cedar Park Properties, LLC (Cedar Park Properties, LLC is hereinafter referred to as the Developer) and the City of Palmer (hereinafter the City), in accordance with City of Palmer Municipal Code (PMC) 13.08.030.

The parties to this Agreement shall accept notices at the following addresses and telephone numbers:

DEVELOPER

CITY

Cedar Park Properties, LLC
c/o Connie Yoshimura
561 E 36th Ave, Suite 200
Anchorage, AK 99503
(907) 229-2703

City Manager
City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645
(907) 745-3271

The real property which is the subject of this Agreement (hereinafter the Property) is located within the Palmer Recording District and the Palmer Water Utility Service Area as certificated by the Regulatory Commission of Alaska, and is described as:

Cedar Park Phase 1, Block 1, Lot 1-3 / Block 2, Lots 1-7 / Block 3, Lots 1-10, Block 7, Lots 1-9

In consideration of the mutual covenants herein, the parties to this Agreement agree as follows:

General Understanding and Agreement.

A. The Developer shall create a declaration of covenants to be recorded and govern the development of the property as well as corporate documents for a nonprofit corporation for the homeowners governing body ("Association") that require lot owners and Association to comply with the requirements of this Agreement with respect to septic systems on the lots, ("Governing Documents") The Developer shall, upon the request of the City, take actions permissible under the Governing Documents to require the homeowner association to obtain from homeowners sufficient evidence that all septic systems are installed in compliance with ADEC regulations. The parties further acknowledge and agree that ADEC does not inspect nor require installation approval of conventional, residential septic systems. However, Alaska regulations do restrict who may install onsite wastewater systems in the State of Alaska to:

1. A Registered Professional Engineer licensed in the State of Alaska
2. An ADEC Certified Installer (percolation tests require a licensed engineer)
3. An ADEC Certified Homeowner (requires licensed engineer conduct soil evaluation)

ADEC wastewater system requirements can be found at the following link:
<https://dec.alaska.gov/water/wastewater/engineering/homeowners>

B. The Developer hereby agrees the Homeowner Association Governing Documents shall require that lot owners construct a septic system that complies with applicable ADEC standards and that homeowners properly maintain their septic system, including regularly scheduled preventative maintenance. Declarant shall take such action as is within its role in the homeowner association to require the association to enforce these provisions of the Governing Documents.

C. The Developer agrees that, until the Homeowner's Association is established, and the Association's governing documents indicate the Homeowner's Association is responsible for ensuring all individual lot on-site waste-water systems are installed in accordance with Alaska regulations and properly recorded, the developer shall bear all costs relating to those recordings, and/or dispute resolutions with respect to individual lot on-site waste-water systems.

D. This agreement runs with the land and shall be binding on future owners of the Property. The obligations and responsibilities under this SMA as set forth in the Governing Documents are binding upon the Association and lot owners where applicable.

E. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of the Agreement or any part hereof, or the right of the City thereafter to enforce every provision hereof.

F. This Agreement shall only be amended by authorized representatives of the Developer and

{01178403}

City. Any attempt to amend this agreement by either an unauthorized representative or unauthorized means shall be void.

- G. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The laws of the State of Alaska, the Matanuska Susitna Borough, and the City of Palmer shall govern the rights and obligations of the parties under this Agreement.
- H. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.
- I. The Developer may transfer or assign any interest in this SMA to the Association (whether by assignment or novation) and shall provide written notice to the City of any such assignment. Notice of any such assignment or transfer shall be furnished promptly to the City. Upon such assignment and, provided that Developer has included in the Governing Documents the provisions required by this Agreement, Developer shall be released from its obligations under this Agreement as to each lot upon the sale of that lot.
- J. The Developer may delegate duties under this Agreement to an Association that shall then be responsible to perform those duties. The Developer shall ensure that the Governing Documents require the lot owners to acquire and maintain in good standing all permits, licenses and other entitlements required by applicable law for the construction operation and maintenance of their septic system serving the lot owner's lot.
- K. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.
- L. The Association, its successors, and assigns, will protect, save, and hold harmless the city and its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason failure of the Association to take the actions required of it under this agreement.
- M. It shall be construed according to the fair intent and not for or against any party.
- N. The Developer acknowledges that the Developer has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of its choice, and is executing this Agreement of its own free will.
- O. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

{01178403}

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 8th day of March, 2022, before me, the undersigned, Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Connie Yoshimura known to me to be the authorized agent of Cedar Park Properties, LLC that executed the foregoing instrument, and she acknowledged to me that she executed said instrument as the free and voluntary act and deed of said company for the uses and purposes therein stated.

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

NOTARY PUBLIC
Natalie Travers-Smyre
STATE OF ALASKA
My Commission Expires March 7, 2025

Natalie Travers Smyre
Notary Public in and for Alaska
My Commission Expires: 3/7/25

PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

CEDAR PARK SUBDIVISION AGREEMENT

Page 1

SUBDIVISION AGREEMENT

Subdivision: Cedar Park Phase 1

Zoning of Subdivision:

THE CITY OF PALMER (hereafter the City) a municipal corporation, and Cedar Park Properties, LLC, (hereafter the Developer) enter into the following agreement this _____ day of _____, 2022.

I, Connie Yoshimura, execute this agreement on behalf of the Developer. It is understood that the Developer is an Alaska limited liability company and that the persons who executed the agreement on behalf of the Developer do so in the capacity of authorized members and each warrants that he and she have authority to execute this agreement on behalf of the Developer. The parties to this agreement shall accept notices at the following addresses and telephone numbers:

<u>Developer</u>	<u>Municipality</u>
Cedar Park Properties, LLC 561 E 36 th Ave, Suite 200 Anchorage, AK 99503 (907) 229-2703	City of Palmer 231 W. Evergreen Ave. Palmer, Alaska 99645 (907) 745-3271

The real property which is the subject of this agreement (hereafter the subdivision) is located in the City of Palmer, Third Judicial District, State of Alaska and is described as follows:

Cedar Park Phase 1 Block 1, Lot 1-3 / Block 2, Lot 1-8 / Block 3, Lot 1-10/ Block 7, Lot 1-10
(This legal description is or may be taken from the preliminary plat for the subdivision and may be subject to change after the recording of the final plat. Developer agrees that no change shall be detrimental to the City in enforcing the terms of this Agreement.)

The Developer seeks the City's non-objection to a final plat for the subdivision pursuant to Title 16 of the City of Palmer Municipal Code and Title 16 of the Matanuska-Susitna Borough Code. In consideration of the City of Palmer's non-objection to a final plat for the subdivision, the Developer agrees to construct and install the improvements described below in accordance with all the terms, covenants and conditions of this agreement.

The Developer shall construct and install the following improvements:

<input checked="" type="checkbox"/> Street & Paving	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Curb and gutter
<input type="checkbox"/> Storm Drain	<input checked="" type="checkbox"/> Drainage	<input type="checkbox"/> Walkway
<input checked="" type="checkbox"/> *SM Sanitary Sewer	<input checked="" type="checkbox"/> *SM Water	<input checked="" type="checkbox"/> Telephone
<input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Monumentation	<input checked="" type="checkbox"/> Street Signs
<input checked="" type="checkbox"/> Traffic Control Devices	<input checked="" type="checkbox"/> Street Lighting	<input checked="" type="checkbox"/> Natural Gas

The Developer estimates the cost of the improvements to be **\$ 1,048,785.00**

Revised Estimates of Cost of All Improvements

<u>Estimate</u>	<u>Cost</u>
<u>Roadway</u>	<u>\$623,435</u>
<u>Drainage & Waterways</u>	<u>\$108,350</u>
<u>Lighting</u>	<u>\$241,154</u>
<u>Natural Gas</u>	<u>\$75,846</u>

Developer acknowledges that although the City requires construction and installation of these items, that the Developer is solely liable for the cost thereof.

ARTICLE I

GENERAL PROVISIONS

1.01 Application of Article.

Unless this agreement expressly provides otherwise, all provisions of this article apply to every part of this agreement.

1.02 Permits, Laws and Taxes.

The Developer shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this agreement. All actions taken by the Developer under this agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Developer shall pay all taxes pertaining to its performance under this agreement.

1.03 Relationship of Parties.

Neither by entering into this agreement, nor by doing any act hereunder, may the Developer or any contractor or subcontractor or other agent of the Developer be deemed an agent, employee or partner of the City, or otherwise associated with the City other than, in the case of the Developer, as a party to this agreement. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees, or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as a party to this agreement. The Developer shall notify all its contractors and subcontractors of the provisions of this section. The City is not responsible for the compliance of the Developer's contractors or subcontractors.

1.04 Engineer's Relation to City.

An engineer retained by the Developer to perform work under this agreement shall not be deemed an agent, employee, partner or contractor of the City, or otherwise associated with the City.

1.05 Developer's Responsibility.

The Developer shall be solely responsible for the faithful performance of all terms, covenants and conditions of this agreement notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or condition hereof.

1.06 Allocation of Liability.

The Developer shall indemnify (to include paying all costs of defense including without limitation actual attorney's fees) and hold the City harmless from any claim, action or demand arising from any act or omission, related to the interpretation of this agreement or any actions or approvals thereunder, in whole or in part, of the Developer, his agents, employees or contractors.

The liability assumed by the Developer pursuant to this section includes but is not limited to claims for labor and materials furnished for the construction of the improvements. The liability assumed by the Developer under this agreement shall not be extinguished by subsequent transfers of the real property by the Developer to third party purchasers.

1.07 Disclaimer of Warranty.

Notwithstanding this agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability, or merchantability of any property, plan, design, material, workmanship or structure for any purpose.

1.08 Non-Disclrimination.

- A. In performing its obligations under this agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age, or on any other basis prohibited by law.
- B. In selling or leasing property or improvements In the subdivision, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age, or on any other basis prohibited by law.

1.09 Cost of Documents.

All plans, reports, drawings, electronic data, and other documents that this agreement requires the Developer to provide the City, including the drafting of this agreement, shall be furnished at the Developer's expense.

1.10 Public Utilitles.

- A. Any public utility service contemplated by this agreement need be provided only to areas where the service is not prohibited by the Regulatory Commission of Alaska and applicable law. All utility service shall conform to the rules, regulations and tariffs of the Regulatory Commission of Alaska.
- B. If the Regulatory Commission of Alaska disallows any utility service by the City following the execution of this agreement, the provision of the disallowed service shall be deleted from the requirements under this agreement without affecting any other part hereof. The disallowance shall not be grounds for any claim, action or demand against the City.
- C. As set forth in Section 2.09(E) of this agreement, to the extent the Developer fails to comply with the septic agreement terms, as set forth in Exhibit B, then Developer shall be required to connect to the public utility system at its sole cost and expense.

1.11 Time of the Essence.

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant and condition of this agreement.

1.12 Assignments.

- A. Except insofar as subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this agreement or any delegation of duties under this agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this agreement shall constitute a default enttling the City to invoke any remedy available to it under Section 1.13 or at law or in equity.
- B. The Developer may assign its interest or delegate its duties under this contract:
 - 1. As expressly permitted in writing by the City.
 - 2. To contractors and subcontractors, subject to Section 1.05.
 - 3. As expressly permitted in writing by the City.

1.13 Default: City's Remedies.

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged a bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - 2. If the Developer has failed in any measurable way to perform its obligations under this agreement provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or, if the failure requires more than thirty (30) days to cure, the Developer fails within thirty (30) days of receiving the notice to commence and proceed with diligence to cure the failure.
- B. Upon a declaration of default the City may do any one or more of the following:
 - 1. Terminate the agreement without liability for any obligation maturing subsequent to the date of the termination;
 - 2. Perform any act required of the Developer under this agreement, including constructing all or any part of the improvements, after giving seven (7) days notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs thus

Incurred from any payments then or thereafter due the Developer from the City, whether under this agreement or otherwise.

3. Exercise its rights under any performance or warranty guaranty securing the Developer's obligations under this agreement.
4. Pursue any appropriate judicial remedy including but not limited to an action for injunction and civil penalties pursuant to Title 16 of the Palmer Municipal Code and Title 27 of Matanuska-Susitna Borough Code.

1.14 Non-Waiver.

The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 Interpretation.

- A. Each document incorporated by reference herein is an essential part of this agreement and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project.
- B. If the terms of any of the documents and amendments thereto comprising this agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
 1. Documents or sections titled "Special Provisions."
 2. Article II of this agreement titled "Improvement Construction Standards and Procedure," and Article III of this agreement titled "Acceptance of Improvements."
 3. Article I of this agreement titled "General Provisions."
 4. Any other document incorporated herein by reference.

1.16 Effect of Standard Specifications and Development Standards.

The Standard Specifications and Development Standards of the City of Palmer in effect at the time this agreement is executed and incorporated by reference herein for performance under this agreement except where this agreement specifically provides otherwise. Anything to the contrary in the section notwithstanding, all performance by Developer shall be done in a good and workmanlike manner with the warranty that all work and improvements (to include the engineering thereon) are fit for the ordinary purposes for which such work and improvements are used.

1.17 Amendment.

The parties may amend this agreement only by written agreement, signed by the party to be bound, which shall be attached as an appendix hereto.

1.18 Jurisdiction: Choice of Law.

Any civil action arising from this agreement shall be brought and tried in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska, the City of Palmer, and the Matanuska Susitna Borough shall govern the rights and duties of the parties under this agreement.

1.19 Severability.

Any provision of this agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of the agreement.

1.20 Integration.

This instrument and any writings incorporated by reference herein embody the entire agreement of the parties. This agreement shall supersede all previous communications, representations or agreements, whether oral or written, between the parties hereto concerning the subject matter of this agreement.

1.21 Responsibility for Claims.

In addition to Developer's duties contained in §1.06 above, Developer shall indemnify (to include pay all costs of defense including without limitation actual attorney's fees) and save harmless the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Developer; or from any claims or amounts arising or recovered under the "Worker's Compensation Act," or any other law, order, or decree; and in the event of suit or suits, action or actions, claim or claims for injuries or damages Developer's surety shall be held until the aforesaid shall have been settled and suitable evidence to that effect furnished to the City.

1.22 No Contract Rights In Third Parties.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this

agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

1.23 Definitions.

Unless this agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Improvements" means all work the Developer is required to perform by this agreement.
- B. "Municipal improvements" means improvements to be dedicated to the City, the Matanuska-Susitna Borough, or to the public, or improvements to be operated and controlled by the City.
- C. "City," for the purposes of administering this agreement, means the City Manager, or his designee.
- D. "Acceptance" by the City means a determination that an improvement meets municipal construction standards and does not refer to accepting a dedication of the improvement by the Developer.

1.24 Developer's Duties Run with the Land; Memorandum of Agreement.

The duties of the developer run with the land for the benefit of the City and to the extent the Developer has completed its performance under this agreement, the following provisions will survive any termination of this agreement: Sections 1.06, 1.10, 1.16, 1.18, 1.21, 1.22, and 1.24. Upon executing this agreement, the parties shall execute and the City may record the Memorandum of Subdivision Agreement.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURE

2.01 Recording of Final Plat.

The City will provide its non-objection to the final plat for the subdivision within a reasonable time after the Developer has submitted and the City has approved the performance guaranty required by Section 2.02 and the Developer has complied fully with §2.08 through §2.14.

2.02 Performance Guaranty.

- A. The Developer shall guaranty for the sole benefit of the City that the Developer will perform all of its obligations under this agreement. The guaranty shall be in one of the forms specified by Sections 2.03, 2.04, and 2.05. During the term of this agreement the Developer may, with the written consent of the City, substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified by Sections 2.03, 2.04, and 2.05.
- B. Amount of guaranty:
 - 1. The guaranty shall be in an amount equal to 100% of the estimated cost of all improvements, plus the applicable Overrun Allowance. The Developer shall submit for the City's approval a cost estimate for each improvement required by this agreement, a copy of which is attached hereto as Exhibit A. The estimated cost of all improvements shall be the sum of the approved estimated cost of constructing each improvement, plus an overrun allowance upon that sum fixed of 7% for a total Performance Guaranty of 107% of the estimated cost of all improvements.
 - 2. If the City finds that increases in construction costs between the time the City approves the estimated improvement costs under paragraph 1 of this subsection and the time of the improvements are completed, have rendered the approved estimated improvement costs unreasonably low; or, if said costs are unreasonably low for other substantial cause, the City may require, in its sole discretion, that the Developer to increase the performance guaranty to an amount equal to an approved estimated cost of all improvements based upon current construction costs.
- C. If the Developer is not in default under this agreement, the City may, in its sole discretion, allow a reduction in the amount of the performance guaranty, or the amount secured thereby, not exceeding the difference between the estimated cost of all improvements and the current estimated cost of the work remaining to be performed under this agreement; provided, however, that amount of the

performance guaranty, or the amount secured thereby, always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.08.

- D. As soon as one of the following occurs, the City shall release any performance guaranty that has not been used or encumbered under Section 1.13:
1. The final acceptance of all improvements and the posting of the Developer's warranty as provided in Section 3.07;
 2. The expiration of the warranty period as provided in Section 3.08 A.

2.03 Bonds.

The Developer and / or contractor may provide a performance bond and a labor and material 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 Developer and / or the contractor as the principal. The surety must be rated by A.M. Best as an A or B surety.

2.04 Escrow.

The Developer 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.

2.05 Irrevocable Letter of Credit.

The Developer may cause a bank qualified by law to do business in the State of Alaska to issue an irrevocable letter of credit or proof of loan commitment agreement to the City as beneficiary. The letter of credit or loan commitment agreement shall be in a form approved by the City.

2.06 Reserved.

2.07 Prerequisites to Construction.

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until the requirements of Sections 2.08 through 2.14 have been met and the City has delivered to the Developer the Notice to Proceed.

2.08 Engineer.

- A. The Developer shall retain an engineer registered as a professional engineer under the laws of the State of Alaska to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and

controlling the quality of the work, and preparing as-built data. The Engineer shall perform the work described herein in accordance with the City's recommended procedures for consulting engineers.

- B. The Developer shall inform the City of the name and mailing address of the engineer he has retained to perform the duties described in subsection A of this section and agrees that notice to the engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.09 Plans and Specifications.

- A. The Developer shall submit to the City, in such form as the City may specify, all plans and specifications pertaining to the construction of the improvements.
- B. The Developer shall submit to the City proof that he has retained an engineer to perform the duties described in Section 2.08A.
- C. If the City requires soil tests or other tests pertaining to the design of improvements, which may be requested in the sole discretion of the City, the Developer shall submit reports of the test results with the plans and specifications.
- D. The City, either in-house or through retained professionals, shall approve the plans and specifications as submitted, or timely indicate to the Developer any modifications that are needed to secure approval.
- E. The Developer agrees to regular maintenance of the on-site water and wastewater systems and to defend and indemnify the City for any costs or damages related to the on-site wastewater system, and the failure to comply may result in the City asserting any and all legal and equitable remedies available.

2.10 Project Cost and Deposit.

- A. The Developer shall pay the City's actual cost associated with the work the Developer performs under this agreement. The City's cost shall include but is not limited to: drafting the agreement, administering the agreement, and general oversight in the manner deemed appropriate by the City.
- B. Upon execution of this agreement the Developer shall pay a deposit toward the City's costs based upon the estimated cost of the improvements to be constructed under this agreement as follows:

<u>Estimated cost</u>	<u>Deposit</u>
\$10,000 or less	\$300.00
\$10,000.01 to \$50,000.00	4% of estimated cost

\$50,000.01 to \$150,000.00	3% of estimated cost
\$150,000.01 to \$500,000.00	2.5% of estimated cost
\$500,000.01 or more	\$13,000.00

The deposit shall be paid in accordance with the following schedule:

1. upon application for the subdivision agreement: \$300.00;
 2. upon submission of plans for the improvements: 0.5% of the estimated cost of the improvements or \$150.00, whichever is greater;
 3. prior to issuance of the Notice to Proceed: the balance of the deposit.
- C. If at any time the City finds its costs exceed the total deposit received, the City may periodically bill and the Developer shall pay for those actual incurred costs in excess of the amount of the deposit. After the City finds the improvements meet City specifications, it shall determine its costs to date. If the costs plus any deposit required under subsection D of this section exceed the total deposits received, the Developer shall pay the balance to the City prior to final acceptance of the improvements. If the total deposits exceed the costs, the City shall refund the balance, less any deposit required under subsection D of this section, to the Developer.
- D. Prior to acceptance of completion by the City of the undertaking by the Developer, the Developer shall also pay a deposit toward the City's costs incurred during the warranty period under the subdivision agreement in an amount determined by the superintendent of public works, but not exceeding \$2,000.00. This deposit may be retained from any balance remaining in the deposit paid under subsection B of this section. At the end of the warranty period, the City shall determine its costs during that period. If the costs incurred by the City exceed the amount of the deposit, the Developer shall pay the remaining balance to the City within fifteen days of receiving notice for payment. If the deposit exceeds the costs, the City shall refund any remaining balance to the Developer upon receipt of notice from the Developer. For purposes of clarification, the cost deposit under this section is in addition to the warranty period payment set forth in Section 3.08.

2.11 Quality Control Program.

- A. The Developer shall submit to the City, in such form as the City may specify, a quality control program for the construction of the improvements.
- B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include at least the following:
 1. The frequency and type of all tests to be performed.

2. A list of all persons who will perform tests and inspections.
3. Procedures for coordinating testing and inspections with the City, and for providing advance notice to the City of all inspections and tests which the City shall witness.
4. Procedures for reporting quality control activities including discoveries of deficiencies in the work.

2.12 Work Schedule.

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule.
- B. The work schedule shall include a progress chart of a suitable scale indicating the approximate percentage of work scheduled for completion at any given time. For each improvement the schedule shall indicate starting and completion dates for the following:
 1. Clearing, grubbing, removing of overburden.
 2. Excavation, installation and backfill and compaction for each utility to be installed by the Developer.
 3. Excavation, backfill and compaction for street facilities other than paving.
 4. Curb, gutter, paving, etc. in accordance with published design documents.

2.13 Materials.

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

2.14 Liability Insurance.

The Developer shall provide adequate proof that it has acquired the insurance required under the City's standard specifications (Division 10, Article 6.9 of the 2018 CoP Standard Specifications) in effect at the time of the execution of this agreement, in the form prescribed in those standard specifications, or, if the Developer has engaged a prime contractor to perform the work under this agreement, adequate proof that the prime contractor has acquired such insurance, naming the Developer as an additional insured.

2.15 General Standard of Workmanship.

- A. The Developer shall construct all improvements in accordance with plans, specifications and contracts approved by the City and with the terms, covenants and conditions of this agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.
- B. If in the course of construction conditions appear that in the exercise of reasonable engineering judgment require a modification of or substitution for approved materials, equipment, plans, specifications, or contracts to meet a higher standard of performance, the Developer shall give written notice thereof to the City and, subject to the City's prior approval, make the modification or substitution.
- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this agreement in accordance with applicable statutes, ordinances and specifications.

2.16 Placement of Utilities.

The Developer shall place all utilities underground except where this requirement is specifically waived by the express consent of the City.

2.17 Work In Right-of-Way.

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this agreement, in a manner that will prevent delays in City construction or other damage to the City, and that will permit the City properly to schedule work that it will perform.

2.18 Surveyor.

All surveys required for the completion of improvement under this agreement shall be made by a person registered as a professional land surveyor under the laws of the State of Alaska.

2.19 Required Reporting.

A. Quality control.

1. The Developer shall submit to the City, regularly and promptly, written reports describing the results of all tests and inspections required by the quality control program, and all other tests and inspections which the Developer may make.
2. The Developer shall coordinate testing and inspections with the City and provide reasonable advance notice to the City of all tests and inspections which the City shall witness, as required by the approved quality control program.

B. Construction progress.

1. At such intervals as the City may require, the Developer shall enter on the approved work schedule progress chart the actual work progress to date, and immediately forward two (2) copies of the marked progress chart to the City.
2. If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's approval.
3. In addition to any other notice that this agreement may require, the Developer shall give the City reasonable notice prior to commencing each of the following:
 - a. Clearing and grubbing;
 - b. Completion of excavation;
 - c. Installation of each utility, placement of backfill, or classified backfill;
 - d. First concrete pour;
 - e. First placement of leveling course;
 - f. First placement of asphalt;

- g. First placement of seal coat.
- C. Surveys. The Developer shall furnish promptly to the City copies of all surveys required for the completion of the improvements.
- D. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this agreement.

2.20 Progress Payments.

The Developer shall pay his contractors all contract progress payments when due.

2.21 Surveillance.

- A. The City may monitor the progress of the work and the Developer's compliance with this agreement and perform any inspection or test which it deems necessary to determine whether the work conforms to this agreement.
- B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.19, the City may require, at the Developer's expense, retesting, exposure or previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this agreement.
- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.22 Stop Work Orders.

- A. If the City determines there is a substantial likelihood that the Developer will fail to comply, or if the Developer does fail to comply, with this agreement, the City may stop all further construction of all or some of the improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or its engineer of the order. In this section, "nonconforming construction" includes, by way of example and not by way of limitation, construction work for which the Developer failed to strictly comply with the requirements contained in §2.19 or §2.21, even though the constructed work passes the tests.
- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and

2. Assurances by the Developer that future nonconformities will not occur.
- C. The issuance of stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be ground for an action or claim against the City, except for an extension of time to perform the work, and the Developer shall be solely liable for any claims made by any contractor, subcontractor, or agent, with respect to a stop work order.
- D. The Developer shall include in all contracts for work to be performed or materials to be used under this agreement the following provision:

The City of Palmer, pursuant to a subdivision agreement on file with the City Clerk and incorporated herein by reference, has the authority to inspect all work or materials under this contract, and to stop work in the event that the work performed under this contract fails to comply with any provision of the subdivision agreement. In the event that a stop work order is issued by the City of Palmer, the contractor immediately shall cease all work, or all affected work at the City's discretion, and await further instructions from the Developer.

2.23 Access.

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any of the work.

2.24 Maintenance.

- A. Until the City accepts the improvements; the Developer shall maintain all existing roads within the subdivision that are necessary for access to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes repair, replacement or reconstruction, cleaning, effective dust control measures, snow removal and similar activities.
- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements. The Developer shall give reasonable notice to the City before undertaking the repair of the damaged improvement.

2.25 Operation of Improvements Prior to Acceptance.

- A. Before the City accepts the improvements, the City may enter upon, inspect, control and operate any improvement if the City determines that such action is necessary to protect the public health, safety and welfare.
- B. The action described in subsection A of this section shall not constitute the acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this agreement.

2.26 Time.

- A. All improvements required by this agreement shall be completed within two (2) years of the date of execution hereof.
- B. The Developer shall begin actual construction of improvements required under this agreement in accord with the Developer's work schedule as approved by the City.
- C. If the Developer is delayed by an action or omission of the City not otherwise authorized under this agreement, or by changes ordered in the work, labor disputes, fire, delays in transportation, casualties, or other cause which the City in its discretion determines to be adequate to justify the delay, the time of completion of construction under this agreement may be extended for a reasonable time which shall be determined by the City. No extension shall be granted unless the Developer gives notice in writing to the City within ten (10) days after the occurrence of the cause for delay. In the case of a continuing delay, only one notice is required.

ARTICLE III

ACCEPTANCE OF IMPROVEMENTS

3.01 Prerequisites to Acceptance.

The City shall not accept the Improvements until all the requirements of Sections 3.02 through 3.05 have been met.

3.02 Monuments and As-Built Drawings.

- A. Upon completing the improvements, the Developer shall replace any disturbed or removed lot corners and primary monuments and shall install monuments on the centerline of rights-of-way of all required paved streets with 5/8" x 18" rebar and alcap at points of curvature, ends of curvature, angle points, intersections, and centers of cul-de-sacs in accordance with City standards and good professional practices.
- B. Prior to the final inspection and certification under Section 3.05E, the Developer shall provide to the City one acceptable set of reproducible mylar as-built drawings for each improvement and a copy of acceptable electronic data of each improvement drawing in an AutoCad .DWG or .DWF or other format as specified by the City on media as specified by the City. The as-built drawings and electronic information shall be certified by a professional engineer registered under the laws of the State of Alaska to accurately represent the improvements as actually constructed.

3.03 Certificate of Compliance.

The Developer shall furnish the City with a certificate of compliance for the work performed under this agreement, in the form prescribed by the standard specifications of the City in effect at the time of execution of this agreement.

3.04 Conveyance of Easements and Rights-of-Way to Municipality.

The Developer shall convey to the City, the Matanuska-Susitna Borough or the public any easement, right-of-way or other property interest necessary to allow the City access to the municipal Improvements to operate, maintain, or repair the municipal improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.05 Inspection.

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements, and any other work in dedicated easements or rights-of-way, and

any additional inspection needed in the City's determination to accept the improvements.

- B. The City shall inform the Developer in writing of any deficiencies in the work found in the course of its Inspection.
- C. At its own expense, the Developer shall correct all deficiencies found by inspections under subsections A of this section. Upon receiving notice that the deficiencies have been corrected, the City shall re-inspect the improvements.
- D. The City may continue to re-inspect an improvement until the City is satisfied that the Developer has corrected all deficiencies in the improvement.
- E. After a final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards, and the Developer has furnished the as-built drawings and electronic data required by Section 3.02B, the City shall notify the Developer that all improvements have been accepted.

3.06 Consequences of Acceptance of Improvements.

- A. The City's final acceptance of the municipal improvements constitutes a grant to the City of all the Developer's right, title and interest in and to the municipal improvements.
- B. By accepting the municipal improvements under this agreement, the City shall not be required to maintain such improvements, as set forth in AS 29.71.020.

3.07 Developer's Warranty.

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship discovered for two (2) years from the date the City notifies the Developer of the acceptance of the improvements. This warranty shall cover all direct and indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City, or any other person, caused by such failure or defect or in the course of the repairs thereof, and any increase in cost to the City of operating and maintaining a municipal improvement resulting from such failures, defects or damage.
- B. The City's action, or failure to take any action authorized by this agreement, including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests or reports, shall in no way limit the scope of the Developer's warranty.

3.08 Warranty Guaranty.

- A. To secure the Developer's performance of the warranty under Section 3.07, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.03 through 2.05.
- B. The amount of the warranty guaranty shall be 7.5% of the estimated cost of all improvements calculated pursuant to Section 2.02B.

3.09 City's Remedies under Warranty.

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.07. Except in case of emergency, the City shall notify the Developer before conducting any tests or inspections to determine the cause of the failure or defect and shall notify the Developer of the results of all such tests and inspections.
- B. The Developer shall correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City. The city may extend the 30-day period for unusual circumstances including weather.
- C. If the Developer fails to correct the failure or defect within the time allowed by subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill therefor, the City may pursue any remedy provided by law or this agreement to recover the cost of the corrective work, together with interest, costs and reasonable actual attorney's fees.

3.10 Completion of Performance: Release of Warranty.

- A. The City shall inspect the improvements at or before the end of the warranty period, and before releasing any performance guaranty or warranty guaranty then in effect. The Developer shall correct any failure or defect in the work revealed by the inspection as required by Section 3.09.
- B. On the Developer's apparent satisfactory performance of all its obligations under this agreement, the City shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this agreement.

The Developer is posting a performance guaranty under this Subdivision.

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

CITY OF PALMER:

By: _____
John Moosey, City Manager

DEVELOPER: Cedar Park Properties, LLC

By: _____
[Connie Yoshimura, Authorized Agent]

By: Connie Yoshimura
[Name and title] Managing Member

GUARANTY

In consideration of the City's signing the above Subdivision Agreement, _____, jointly and severally, guaranty performance of _____, the Developer, and consent to and agree to remain bound by any changes in the terms and conditions of the Subdivision Agreement.

GUARANTORS:

Date: _____

[Name], Individually

Date: _____

[Name], Individually

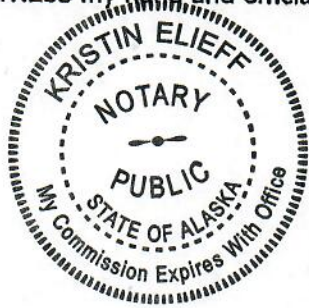
ACKNOWLEDGMENTS FOR SUBDIVISION AGREEMENT

City's Acknowledgment

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing Subdivision Agreement was acknowledged before me this 18th day of March, 2022, by John Moosey, City Manager of the City of Palmer, Alaska, a municipal corporation organized and existing by virtue of the laws of the State of Alaska, for the City.

WITNESS my hand and official seal the day and year last above written,



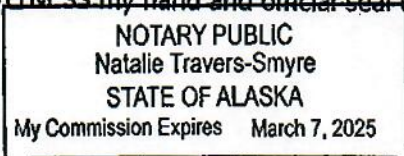
Kristin Elieff
Notary Public in and for Alaska
My Commission Expires: w/this office

Developer's Acknowledgment

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 17th day of March, 2022, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Connie Yoshimura who is known to me to be Manager Member of Cedar Park Properties, a limited liability Co organized and existing by virtue of the laws of the State of Alaska which is named in the foregoing Subdivision Agreement and he acknowledged to me the execution thereof to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was fully authorized to execute said instrument.

WITNESS my hand and official seal the day and year last above written,



Natalie Travers-Smyre
Notary Public in and for Alaska
My Commission Expires: 3/7/25



FACT Sheet



NEWS MEDIA CONTACT:

Amy Bollinger
(314) 982-8638
amy.bollinger@fleishman.com

NWCG Wildland/Urban
Interface Working Team

1 Batterymarch Park
Quincy MA 02169

USDA Forest Service

U.S. Department of the Interior
Bureau of Indian Affairs
Bureau of Land Management
US Fish & Wildlife Service
National Park Service

Federal Emergency
Management Agency

International Association of
Fire Chiefs

National Emergency
Management Association

National Fire
Protection Association

U.S. Fire Administration

State Forestry Organizations

NATIONAL FIREWISE COMMUNITIES PROGRAM *Where You Live. How You Live.*

Overview

Over the past century, America's population has nearly tripled, with much of the growth flowing into traditionally natural areas. This trend has created an extremely complex landscape that has come to be known as the wildland/urban interface. Encroaching development into forests, grasslands, and farms has put lives, property, and natural resources at risk from wildfire.

Unfortunately, once a wildfire ignites, firefighters are limited in what they can do to protect the values in its path. The National Firewise Communities Program is a national interagency program that encourages partnerships among communities, homeowners, private industry, tribes, and public agencies and officials to develop and implement local solutions for wildfire preparedness – before a fire starts.

Wildfires are a natural process. It is the vision of Firewise Communities that, with adequate planning and cooperation among varying interests, wildfires can occur without disastrous loss of life, property, and resources. To that end, the National Firewise Communities Program provides a number of wildland/urban interface resources for firefighter safety, community planning, landscaping, construction, and maintenance to help protect people, property, and natural resources from wildland fire.

Firewise Approach

The best approach to wildfire preparedness involves utilizing the wide range of Firewise practices. The National Firewise Communities Program offers a series of practical steps (landscaping, home construction and design, community planning, etc.) that individuals and communities can take to reduce their vulnerability to wildfire. Using at least one element recommended by the National Firewise Communities Program and adding other elements over time will begin to protect against the risk of fire in the wildland/urban interface.

Examples of Firewise techniques for property owners include creating a defensible space around residential structures by thinning trees and brush; choosing fire-resistant plants; selecting ignition-resistant building materials; positioning structures away from slopes; and working with firefighters to develop emergency plans.

- more -

NWCG Wildland/Urban Interface Fire Working Team
c/o 1 Batterymarch Park
Quincy MA 02169

National Firewise Communities Program Fact Sheet – ADD ONE

Sponsors

The Firewise Communities program is part of the National Wildland/Urban Interface Fire Program, which is directed and sponsored by the National Wildfire Coordinating Group's Wildland/Urban Interface Working Team (WUIWT), a consortium of wildland fire organizations and federal agencies responsible for wildland fire management in the United States. The WUIWT includes:

- USDA Forest Service
- USDI Bureau of Indian Affairs
- USDI Bureau of Land Management
- USDI Fish & Wildlife Service
- USDI National Park Service
- Federal Emergency Management Agency
- International Association of Fire Chiefs
- National Association of State Fire Marshals
- State Forestry Organizations
- National Emergency Management Association
- National Fire Protection Association

Programs

The Firewise Communities program provides a number of wildland/urban interface resources for firefighter safety, community planning, landscaping, construction, and maintenance.

- **Firewise Web Site:** www.firewise.org
The Firewise Web site provides educational information about wildland/urban interface fire to homeowners and agency fire staff. The interactive site features a wealth of information on how to mitigate wildfire risks at the homeowner and community levels. Web site visitors can view streaming video; download documents; browse an extensive list of helpful links; and use a searchable library of national, state, and local documents on a wide range of wildfire safety issues.
- **Firewise Communities/USA® Recognition Program**
To facilitate local solutions to wildfire preparedness goals, the Firewise Communities/USA program recognizes communities for working together to protect residents and property from fire in the wildland/urban interface. To be recognized as a Firewise Communities/USA site, local communities must create and implement a local plan with cooperative assistance from state forestry agencies and local fire staff. In addition, communities are required to continue regular maintenance and education to retain recognition status.
- **Firewise Communities Workshops**
The National Firewise Communities Program supports regional and local organizations interested in hosting Firewise workshops using materials supplied by the national program. Firewise Communities workshops prepare community leaders and fire service professionals to recognize wildland/urban interface fire hazards, make homes and landscapes Firewise, deliver fire education to residents, and incorporate Firewise planning into existing and developing areas of communities. These dynamic workshops can feature interactive discussions, mapping, and wildfire simulations. Firewise workshops are most successful when they are attended by a variety of community representatives, such as planners, business leaders, homeowner association members and emergency service professionals.

- more -

National Firewise Communities Program Fact Sheet – ADD TWO

- ***Firewise Information Resources***

The National Firewise Communities Program is continuously developing informational materials to help community organizations understand and address wildland/urban interface issues. The Web-based Firewise Communities materials catalog provides more than 30 audiovisual and print materials for agencies, firefighters, homeowners, such as instructional videos, home construction checklists, mini-documentaries, CD-ROMs, school education projects, and more.

- ***Firewise Training and Education Resources***

A national education conference on wildland/urban interface fire, "Backyards and Beyond" is held every two years to bring together community decision-makers, residents, and professionals in fields as diverse as landscape architecture, insurance, forestry and emergency management. The 2006 conference will be held in Denver, Colorado from November 2-4. Courses on wildfire risk assessment for homes and communities are also provided periodically. The Firewise Learning Center at www.firewise.org provides a virtual classroom for courses on a number of topics.

- ***Firewise Community Support Resources***

The National Firewise Communities Program staff provides assistance and advice to communities engaged in planning and mitigation of wildland/urban interface fire hazards. In cooperation with state and federal partners, staff provides support to communities and their advocates by helping to identify local needs and integrate Firewise concepts into local comprehensive plans and multi-hazard mitigation plans; helping to connect communities with appropriate tools, techniques and technologies to further their Firewise activities.

History of Firewise

After the catastrophic fire season of 1985, representatives of NFPA and the USDA Forest Service met to discuss the increasing trend of wind-driven fire in populated areas, and formed what is now the National Wildland/Urban Interface Fire Program. In 1992, the advisory group for the program adopted the term "Firewise" to describe the state of being knowledgeable and prepared for wildfire in residential or urban settings. In 1999 the advisory group became the Wildland/Urban Interface (WUI) Working Team of the National Wildfire Coordinating Group, which oversees the National Wildland/Urban Interface Fire Program and its Firewise Communities program. The Firewise Web site launched in 1996, and the national workshop series began in 1999. Today, the Firewise Communities team continues its mission of wildland/urban interface fire education through its Web site, workshop series, community recognition program, and information resources.

###

**City of Palmer
Information Memorandum No. 22-003**

Subject: Inform the City Council on the Felton Street Project

Agenda of: April 12th, 2022

Originator Information:

Originator: Jude Bilafer, Director, Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
X	Public Works	<i>Jude Bilafer</i>	4/1/2022

Certification of Funds:

Total amount of funds listed in this legislation: \$ **0**

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. Signed AKDOT&PF / City of Palmer Maintenance Agreement

Summary Statement/Background:

As part of a Transfer of Responsibility Agreement (TORA) agreed to between the State of Alaska Department of Transportation and Public Facilities AKDOT&PF) and the Matanuska-Susitna Borough (MSB), funds were transferred from the AKDOT&PF to the MSB for the construction of Felton Street between the Palmer-Wasilla Highway and Bogard Road. As this project is within the city limits, the City will assume maintenance responsibilities of the project once it is complete and accepted by the City. This project includes a new traffic signal at the intersection of the Palmer-Wasilla Highway and Felton Street. As such, the City was expected to operate and maintain the new traffic light once it became fully operational. Due to manpower and fiscal constraints, a maintenance swap was explored between the City and AKDOT&PF. An agreement was reached, and a maintenance trade was codified. The City will assume operational and maintenance responsibilities for Marsh Road (within city limits but maintained by AKDOT&PF) and the AKDOT&PF will assume operational and maintenance responsibilities for the new traffic light at the intersection of the Palmer-Wasilla Highway once it becomes operational.

This agreement is a win-win for both organizations. It has almost no fiscal impact to the City.

Memorandum of Agreement

Between the State of Alaska
Department of Transportation and Public Facilities
and the City of Palmer
Regarding a Road Transfer and Operation/Maintenance of a Traffic Signal at
Felton Street and Palmer/Wasilla Highway

The Parties to this Agreement are the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF), and the City of Palmer (hereafter City) a Home Rule City established under Alaska law.

WHEREAS, A.S.19.20.060 authorizes DOT&PF and the City to enter into agreements for establishing, maintaining, and regulating use of public ways within their respective jurisdictions; and

WHEREAS, the Matanuska Susitna Borough is making improvements to Felton Street, a facility transiting both Borough and City responsibilities, that will allow for efficient traffic flows between Bogard Road and the Palmer/Wasilla Highway; and

WHEREAS, the City has requested a new signal to be installed at the intersection of Felton Street and Palmer/Wasilla Highway; and

WHEREAS, the Palmer/Wasilla Highway is a DOT&PF owned Principal Arterial and any new signal requires a method for annual operation and maintenance in order to maximize service life; and

WHEREAS, this agreement must be executed prior to advancing project design as mandated in the DOT&PF Highway Preconstruction Manual; and

WHEREAS, it has been determined that this work will serve the public interest and enhance the quality of life for the residents of, and visitors to, the City; and

WHEREAS, the parties hereto wish to memorialize within this document, hereinafter referred to as the "Agreement", their specific obligations with regard to the improvements and facilities as part of the Project.

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this Agreement, as set forth below, regarding the planning, design, and construction, maintenance and operation of portions of the Project.

MEMORANDUM OF AGREEMENT
Traffic Signal at Felton Road and Palmer/Wasilla Highway

1. PLANNING, DESIGN, AND CONSTRUCTION

- a. Within the limits of the approved funding, the Borough shall fund, plan, design, and construct the Project as per current Borough and City standards and the existing Transfer of Responsibilities Agreement dated 12/02/2020 between the Borough, City, and DOT&PF.
- b. The Borough and the City shall be responsible for obtaining any permits necessary for the project.

2. SCOPE OF WORK

The scope of the improvements to the Project being implemented under this agreement shall be depicted within the drawings for the Project. Generically, the improvements include, but are not limited to a new traffic signal at the Palmer-Wasilla Highway intersection along with all ancillary improvements necessary for completion of the Project.

3. MAINTENANCE AND OPERATIONS

The City agrees to absorb the maintenance and operations costs for Marsh Road consistent with standard City practices and procedures upon the completion of construction and powering up the new traffic signal at Felton Street and the Palmer-Wasilla Highway.

DOT&PF agrees to absorb the maintenance and operations costs for the new Felton Street traffic signal to ensure the efficient movement of through traffic along the Palmer-Wasilla Highway upon completion of the project.

4. TITLE DOCUMENTS

Prior to completion of the swap agreement DOT&PF shall execute a quitclaim deed that conveys all of its rights, title, and interest in Marsh Road to the City, subject to utility issued under 17 AAC15, encroachment permits issued under 17 AAC 10,110 through 17 AAC 10.015, and driveway permits issued under 17 AAC 10.020 through 17 AAC 10.990

5. INDEMNIFICATION

To the maximum extent allowed by law, the City shall indemnify, defend, and hold DOT&PF, its officers, employees, and agents (collectively the "Indemnified Parties") harmless from all liability, claims, causes of action, and costs (including attorney's fees) arising out of this Agreement or relating to the obligations assigned or work performed under this Agreement, including, but not limited to, liability, claims, and causes of action alleging or arising out of a negligent act or omission by one of the Indemnified Parties.

Notwithstanding the foregoing, the City shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from:

- a. Claims for personal injury, death, or property damage arising from incidents occurring prior to Substantial Completion.
- b. Claims for personal injury, death, property damage alleging a negligent act or omission by one of the Indemnified Parties and arising from incidents occurring within three years from the date of Substantial Completion.
- c. Claims arising from or asserted under AS 46.03.822.

6. AMENDMENT OF AGREEMENT

This Agreement may only be modified or amended by written agreement on the prescribed Supplemental Agreement forms signed by both parties.

7. THE WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this Agreement. The parties may not amend this Agreement unless agreed to in writing with both parties signing through their authorized representatives.

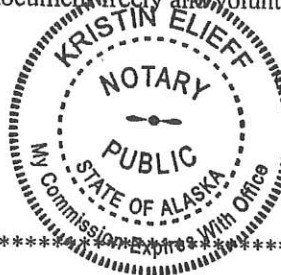
CITY OF PALMER

By: [Signature] 3.21.2022
John Moosey Date
City Manager

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

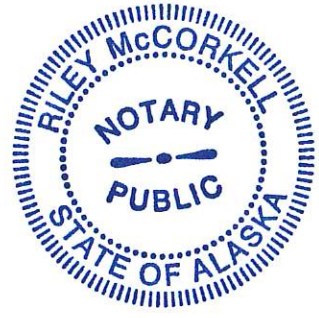
On this 21st day of March, 2022, John Moosey, City Manager acknowledged before me that he executed the foregoing document ~~freely and voluntarily~~ with full authority to do so.



[Signature]
Notary Public, State of Alaska
My commission expires: with office

STATE OF ALASKA, DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES

By: [Signature] 3/24/22
Wolfgang Junge, P.E. Date
Regional Director



ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 24 day of MARCH, 2022, Wolfgang Junge, Regional Director for the Central Region of the Alaska Department of Transportation and Public Facilities, acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

[Signature]
Notary Public, State of Alaska
My commission expires: WITH OFFICE

MEMORANDUM OF AGREEMENT
Traffic Signal at Felton Road and Palmer/Wasilla Highway

A. CALL TO ORDER:

A regular meeting of the Palmer City Council was held on March 22, 2022, in the Council Chambers, Palmer, Alaska. Mayor Carrington called the meeting to order at 6:00 p.m.

B. ROLL CALL:

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

Steve Carrington, Mayor	Brian Daniels
Pamela Melin, Deputy Mayor	Richard Best (absent and unexcused)
Carolina Anzilotti	Sabrina Combs
Jill Valerius	

Richard Best was absent and unexcused.

Staff in attendance were the following:

John Moosey, City Manager	Shelly M. Acteson, CMC, City Clerk
Sarah Heath, City Attorney	Holly Dubose, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

- Approval of Consent Agenda
 - Resolution No. 22-011:** Appointing Election Officials for the City of Palmer Special Election on Tuesday, April 19, 2022
 - Introduction and set public hearing date of April 12, 2022, for **Ordinance No. 22-002:** Amending the Zoning Map to Revise the Zoning Designation of Lot 100, Block 1, Felton Add Subdivision, From R-3, Medium Density Residential to R-4, High Density Residential
- Approval of Minutes
- March 8, 2022, Regular Meeting Minutes

Main Motion: Approval of Consent Agenda and Minutes

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

E. COMMUNICATION AND APPEARANCE REQUESTS

- Presentation of a Proclamation for Honoring Education and Sharing Day

Mayor Carrington read a proclamation declaring April 12th as Education and Sharing day. Rabbi Mendy Greenberg provided a historical overview.

2. Mayor Steve Carrington presented recipient Jack Snodgrass with the Golden Heart Award.

F. REPORTS

City Manager's Report

City Manager John Moosey reported on the following:

- Attended P3 Conference to look into the idea of connecting into the water system in Wasilla
- 1st round of airport interviews has taken place, one individual will have a 2nd interview and hopefully an employment agreement can be reached
- Felton streetlight update
- Subdivision agreement finalized with Cedar Hills
- Great Alaska Aviation gathering taking place April 5-8
- Flight summit 4/8
- ATV regulation Ads will start next week
- RFP is out for a general circulation paper

Mayor's Report

Mayor Carrington reported on the following:

- Attended the Farm Bureau meeting
- Attended the Mayors and Manager meeting in Wasilla

Council Member Daniels asked if Council Member Best was considered absent and unexcused. Mayor Carrington said yes.

City Clerk's Report

City Clerk Shelly Acteson reported on the following:

- Working on all things related to the special election

Deputy Mayor Melin asked if there will be an issue receiving ballots as Washington, D.C has issues. Clerk Acteson verified the ballots have been received with no issues and the ballots are printed out of Homer, Alaska.

City Attorney Report

City Attorney Sarah Heath reported on the following:

- The Cedar Park Subdivision Agreement

Council Member Daniels asked about the Cedar Parks Agreement and when it would be available for the public. Manager Moosey said that the Agreement would be available soon.

G. AUDIENCE PARTICIPATION

Mike Coons:

- Commented in favor of the charity box distributed by Rabbi Greenberg.
- Asked the Council to support SB111.

Jacki Goforth:

- Expressed the importance of ethics and integrity

Erik Anderson:

- Commented on the Cedar Hills Subdivision agreement and expressed interest in reviewing the agreement when it becomes available.

Mike Chmielewski:

- Commented favorably on the donation-based dinner at Turkey Red for Ukraine.
- Stated he had aired the January 28th interview on SB111 with Mark Begich and Shelly Hughes and encouraged Council to take check it out.

Sharon Powder:

- Expressed concern with the Valley Way crossing issue to the Council and asked for support to make improvements.

H. PUBLIC HEARINGS

I. UNFINISHED BUSINESS

J. NEW BUSINESS

1. **Action Memorandum No. 22-020:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection of the Licensing of Feather and Flour, License No. 6029, located at 927 Cobb Street, New Liquor License

Main Motion: To Approve Action Memorandum No. 22-020

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried by a voice vote

Council Member Combs expressed excitement towards the new business.

K. RECORD OF ITEMS PLACED ON THE TABLE

Donation boxes and pamphlets from Rabbi Greenberg.

L. AUDIENCE PARTICIPATION

Jacki Goforth:

- Gave information regarding OIG report.

Mike Coons:

- Expressed what freedom means to him.

Erik Anderson:

- Commented on Cedar Hills Agreement variances.
- Encouraged Council to take a second look at the variances and the subdivision agreement.

M. EXECUTIVE SESSION

N. COUNCIL COMMENTS

Council Member Anzilotti:

- Thanked Rabbi Greenberg for his presentation.
- Expressed excitement for a new eatery in Palmer.

- Inquired about more details relating to background information regarding Cedar Hills Subdivision Agreement.

Manager Moosey explained that city code and charter were followed during this process.

Council Member Valerius:

- Thanked Mayor Carrington for the proclamation and for Rabbi Greenberg attending the meeting.
- Commented favorably on the Ukraine fundraiser dinner at Turkey Red.
- Expressed excitement for the new Feather and Flour eatery.

Council Member Daniels:

- Requested the Cedar Hills Subdivision Agreement be available soon.
- Thanked Rabbi Greenberg for his presentation.
- Requested that Council Member Best show up at the meeting or let someone know that he would be unable to attend.
- Expressed excitement for the new Feather and Flour restaurant.
- Commented on S. Valley Way issue and is in support of improvements.
- Thanked the Palmer community for raising support for Ukraine.

Council Member Combs:

- Thanked Rabbi Greenberg for attending the meeting.
- Commented favorably on the brunch held at Bleeding Heart as a Ukraine fundraiser.
- Shared the award for the City from Rodeo Frank for the bull riding event held last year.
- Reminded Council of the upcoming "Drive Your Tractor to Work" day.

Deputy Mayor Melin:

- Expressed appreciation for the proclamation.
- Requested support to direct the Manager to send a letter of support for SB 111. Council Member Combs offered support.
- Requested support to bring forth discussion concerning alleged ethics violations by Council Members, including the bullying of certain local businesses in relation to mask mandates. Council Member Best, who had just joined the meeting, offered support, and Council Member Combs offered support.

O. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:10 p.m.

APPROVED this 12th day of April 2022.

Shelly M. Acteson, CMC, City Clerk

Steve Carrington, Mayor

Mayor's Report for April 12, 2022, Council Meeting

Events:

March 17, 2022 - Attended Mayors' / Managers' meeting at Mat-Su EOC (Emergency Operations Center) in Wasilla

- MSB planning Exercise for Earthquakes June 2, 2022, 9am to noon
- MSB planning Exercise for Flooding Sept. 1, 2022, 9am to noon

April 1, 2022 - attended DEC (Drug Endangered Children) Multidisciplinary Team MOU & Protocols signing at Menard Center in Wasilla

Informational:

Adopt-A-Park in Palmer

Adopt-A-Park is a collaboration between volunteers and the City of Palmer to enhance the quality of Palmer's parks and open spaces. Volunteers help create clean, safe spaces for residents and visitors. At the bottom of the webpage listed here are supporting documents that give you more information on the program and an application to get involved!

Available: <https://www.palmerak.org/community-development/page/adopt-park-information>

Upcoming Projects:

- Schedule Training for OMA (Open Meetings Act) next month (May ?)
- Clarify gaps in the Code of Ethics and Conduct for Elected Officials next month (May ??)
- Schedule Training on Ethics & Conduct (June ??)

Code of Ethics

March 9, 2021 the Palmer City Council approved the Code of Ethics and Conduct for Elected Officials. This document (attached after this report) has 3 sections.

- Section A is Ethics and outlines guiding principles.
- Section B is Conduct Guidelines which helps to describe how meetings should work.
- Section C is Implementation and is the shortest section which needs more definition.

Section C, subsection c. Councilmembers needs some clarifying:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

The council needs to work on answering and clarifying at least the following questions:

- What is a sanction?
- What is the effect and impact of a sanction?
- Who approves granting a council sanction?
- What is the process to implement a "sanction," reprimand" or "formal censure"?

I suggest that doing a basic OMA training may be a good starting point that could help us get into more specifics with our Code of Ethics and Conduct for Elected Officials.

Mayor Steve Carrington

City of Palmer

Code of Ethics and Conduct

for Elected Officials

Purpose

The Palmer City Council (Council) adopts this Code of Ethics and Conduct for Elected Officials for the promotion of public confidence and trust in the City of Palmer (City) government.

A. ETHICS

The Council supports accountable City government as follows:

- Compliance with laws and policies affecting City government activities;
- Be independent, impartial and fair in Council judgment and actions;
- Act in the public's interest;
- Avoid personal benefit; and
- Promote respect and civility during official City proceedings.

In accord with the foregoing principles the Council adopts the following principles:

1. **Act in the Public Interest.** The Council will act in the public's interests when exercising City official action.
2. **Compliance with Law.** The Council will comply with applicable law when engaged in official business.
3. **Conduct of Members.** The Council should avoid the appearance of impropriety.
4. **Respect for Process.** Councilmembers shall perform their duties in accordance with council processes and rules of order. Members should conduct deliberations with civility and refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the staff or public.
5. **Conduct at Public Meetings.** Councilmembers should be familiar with City services, activities and matters presented for Council action and be prepared for Council meetings. Councilmembers should listen courteously and attentively to public testimony.
6. **Decision making.** Councilmembers shall consider their decisions on the, merits, substance, and public testimony of the matter at hand.
7. **Quasi-judicial decision making.** When making quasi-judicial decisions Councilmembers should base their decisions on the evidence presented at the hearing.

For quasi-judicial matters pending before the Council, councilmembers shall refrain from receiving ex-parte communications. Councilmembers shall publicly disclose ex-parte communications.

8. **Conflict of Interest.** To assure independence and impartiality, council members shall use best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Councilmembers shall not use their official positions to influence government decisions in which they have (a) a

substantial financial interest that equals 10% of total income, unless the (1) financial interest in the matter is insubstantial, or of a type that is possessed generally by the public or a large class of persons to which the municipal officer belongs; or (2) action or influence would have insubstantial or conjectural effect on the matter. Any effort to benefit a substantial financial interest through official action is a violation of the public trust. The Council finds that, so long as it does not interfere with the full and faithful discharge of an official's public duties and responsibilities, this code does not prevent an official from following other independent pursuits. The Council further recognizes that (1) in a representative democracy, the representatives are drawn from society, and therefore cannot and should not be without personal and financial interests in the decisions and policies of City government; (2) people who serve as municipal officials retain their rights to interests of a personal or financial nature; and (3) standards of ethical conduct for Councilmembers need to distinguish between those minor and insubstantial conflicts that are unavoidable in a free society, and those conflicts of interests that are substantial and material.

A member who has a potential conflict of interest regarding a particular decision shall disclose that interest in accord with the process contained in City code and AS 29.20.010.

9. **Gifts and Favors.** Councilmembers shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. **Confidential Information.** Councilmembers must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
11. **Use of Public Resources.** Councilmembers shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.
12. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
13. **Advocacy.** Councilmembers shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Palmer, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.
14. **Policy Role of Members.** Councilmembers shall respect and adhere to the council- manager structure of Palmer City government as outlined in the Palmer City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members

shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

15. **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.
16. **Positive Workplace Environment.** Councilmembers shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Palmer.

1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

- (a) *Honor the role of the mayor in maintaining order*
It is the responsibility of the mayor to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
- (b) *Practice civility and decorum in discussions and debate*
Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action and may be rigorously but respectfully debated.
- (c) *Avoid personal comments that could offend other members*
If a member is personally offended by the remarks of another member he or she should call to the mayor for a point of order.
- (d) *Demonstrate effective problem-solving approaches*
Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Council Conduct with the Public in Public Meetings

The mayor and councilmembers should make the public feel welcomed by exercising respect and civility.

- (a) *Maintain an open mind*
Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

- (b) *Ask for clarification, but avoid debate and argument with the public*
Only the chair, not individual members, can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. **Council Conduct with City Staff**

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- (a) *Treat all staff as professionals*
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.
- (b) *Do not disrupt City staff from their jobs*
Elected officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff.
- (c) *Never publicly criticize an individual employee*
Elected and appointed officials should avoid expressing concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Manager.
- (d) *Do not get involved in administrative functions*
Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
- (e) *Do not solicit political support from staff*
Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

4. **Council Conduct with Boards, Committees and Commissions**

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the leadership and should be treated with appreciation and respect.

- (a) *If attending a Board, Committee or Commission meeting, be careful to only express personal opinions*
Councilmembers may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board, Committee or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

- (b) *Limit contact with Board, Committee and Commission members to questions of clarification*
It is inappropriate for a Councilmember to contact a Board, Committee or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Committee or Commission members in order to clarify a position taken by the Board, Committee or Commission.
- (c) *Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers*
The Mayor appoints and City Council confirms individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties.
- (d) *Be respectful of diverse opinions*
A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.
- (e) *Keep political support away from public forums*
Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

C. **IMPLEMENTATION**

- (a) *Acknowledgement of Code of Ethics and Conduct*
Councilmembers shall sign an acknowledgement that they have read and understand the Code of Ethics and Conduct for Elected Officials.
- (b) *Ethics Training for Local Officials*
The Council may receive periodic ethics training.
- (c) *Behavior and Conduct*
The Palmer Code of Ethics and Conduct expresses standards of ethical conduct expected for the Council. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have confidence in the integrity of government. The Council may intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

Councilmembers:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the

Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Deputy Mayor. It is the responsibility of the Mayor (or Deputy Mayor) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Deputy Mayor), then the alleged violation(s) can be brought up with the full Council.

When deemed warranted, the Mayor or majority of Council may call for an investigation into alleged ethical violations. Also, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the City Manager or the City Attorney to investigate the allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates city code or state or federal law.

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for the Council. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for Mayor and City Council, and newly elected officials. Members entering office shall sign a statement acknowledging they have read and understand the Code of Ethics and Conduct for Elected Officials. In addition, the Code of Ethics and Conduct for Elected Officials shall be periodically reviewed by the Mayor and City Council and updated as necessary.

I affirm that I have read and understand the City of Palmer Code of Ethics and Conduct for Elected Officials.

Signature

Date

Printed Name

City Attorney's Report for April 12, 2022

To: Palmer City Council
From: Sarah Heath, Palmer City Attorney
Date: For City Council Meeting April 12, 2022 starting at 6 pm
Re: Initial Analysis of Scope of Relationship of the City of Palmer with the Greater Palmer Chamber of Commerce, Inc.

As requested by City Council Members, I have been tasked to report to the City Council as to the nature, scope, and authority that the City of Palmer has with the Greater Palmer Chamber of Commerce.

Background of City of Palmer ("Palmer")

City of Palmer was Incorporated in 1951 in the Territory of Alaska. The Charter and corresponding State Approval was granted in 1962. The City of Palmer is a "Home Rule" local government located within a Second Class Borough. Palmer is subject to applicable Federal, State and local rules including the Palmer Municipal Code which is the governance for the City operations and authority. Operationally, Palmer is set up by the Palmer Charter as a 'Council-Manager Form.' Both the City Charter and the Municipal are available online at www.palmerak.org

Background of the Greater Palmer Chamber of Commerce ("GPCC")

GPCC is a non-profit corporation formed in Alaska on May 14th, 1971. It is currently registered with the Alaska Department of Commerce and is in good standing. As a non-profit entity GPCC is subject to all applicable federal, state, and local laws. In addition to these requirements, it is internally governed by its Bylaws. These Bylaws were last revised March 2014.

GPCC bylaws consist of 12 articles and 8 pages in total. Article 1 sets forth the Purpose of a Greater Palmer Chamber of Commerce as an organization including to promote business, commercial, manufacturing, and civic interest, to stimulate commerce to make the greater Palmer community a more prosperous and beautiful place to live and conduct business.

In addition to the Bylaws, GPCC is subject to various Federal and State laws. Of note is the established legal responsibilities of Non-Profit Directors, these are the individual elected to sit on the Board of Director's responsible for the governance of the organization. These principals of non-profits corporation law have long been established at both the federal and state levels. All board members of all non-profit organizations within the United States must meet certain requires standards of conduct for both their individual and collective responsibilities to the organization and to the members. This is a similar standard for a board of directors to their shareholders in the for-profit world. These expectations of conduct are called "duties" and there are three of them which every Board Member is subject to. They are defined as follows:

1. Duty of Obedience- this is the responsibility to ensure that the organization complies with all federal, state, and local laws. It also is held to mean that the board members uphold the organizations vision and mission.
2. Duty of Care- Board Members are allowed and encouraged to use their own judgment when they are participating in decision-making for the organization. After all that is why they were elected or appointed to that position. A duty of care generally means that the Board Members is making a informed decision and has sought out the facts, asked questions for clarification as needed. The office of Inspector General informed opinion states that board members are responsible for two elements of legal compliance with regard to duty of care; one to ensure that information and reporting systems exist two the reporting system is adequate to flag board members in a timely manner when the organization is threatened by legal concerns.
3. Duty of Loyalty. A duty of loyalty is literally generally interpreted as requiring the Board Member to set aside personal or professional interests and place the interests of the nonprofit ahead of them. Therefore, a board member will remove themselves from a decision-making process if they or a family member may financially or otherwise benefit. Loyalty also is interpreted as respecting the confidentiality of the organizations affairs and not disclosing them to outside individuals that may cause a loss of opportunity for the organization.

The Greater Palmer Chamber of Commerce mission statement is "To provide leadership that fosters growth and prosperity by ensuring the Greater Palmer area is the best place to operate and grow a business as well as the most desirable place to live work play and visit."

Relationship between City of Palmer and Greater Palmer Chamber of Commerce

Point of Clarity: This initial analysis is in terms of a legal and fiscal relationship. This is NOT addressing the longstanding cooperating relationship between both Palmer and GPCC, or their mutual working relationship or influential impact of said relationship.

Status: The City of Palmer is both a 'member' of GPCC paying both chamber dues and sponsorship funds in the form of both cash as well as in-kind donations. As a member of GPCC the city of Palmer has all the rights and responsibilities as every other member of the chamber. These rights and responsibilities are defined in the bylaws of GPCC.

Mutual Benefits: In addition to this financial relationship, the City of Palmer has benefited from GPCC's promotion and focus on economic development for Palmer. For the city of Palmer this translates directly into increased residents wishing to move to Palmer, individuals shopping and spending money in the Greater Palmer district as well as actual tax revenue from Palmer's sales. It is of course the sales tax in conjunction with various grants that funds the City of Palmer's operations.

Comparatively, GPCC needs the support of the City of Palmer to fulfill their mission to grow and prosper the Greater Palmer area.

Authority Granted to Members by the GPCC Bylaws:

The rights and responsibilities of members within the bylaws of GPCC are as follows. These begin in Article 3.

Article 3 Sections 1- 6 explains the breakdown of the classes, rights, and responsibilities of members. It outlays various categories of membership including voting and non-voting members. The City of Palmer should qualify as a voting member according to Article 3:2 since they are a government entity interested in the commercial industrial economic and civic process of the Greater Palmer area.

Article 3 Section 5 states that any voting member in good standing, those members that are current on their paid membership, are entitled to one vote.

In addition to this section Article 3 Section 6 states that any member may be expelled by 75% of total voting membership entitled to vote. Members are entitled to vote for a board of directors who shall serve three-year terms. The board then may adopt, should they choose to, rules and regulations for continuing the business of the chamber if they are not inconsistent with the bylaws.

Other unique member rights are listed in Article 5 Section 7 which specifies that 25 members of the chamber may call a special meeting of the board of directors at any time.

Lastly Article 12 Section 1 provides that these bylaws may be amended or altered by a majority vote of members present at any general or special meeting.

**City of Palmer
Ordinance No. 22-002**

Subject: Amending the Zoning Map to Revise the Zoning Designation of Lot 100, Block 1, Felton Add Subdivision, from R-3, Medium Density Residential to R-4, High Density Residential


Agenda of: March 22, 2022 - Introduction

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

Originator Information:

Originator: Brad Hanson, Community Development 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: \$ _____

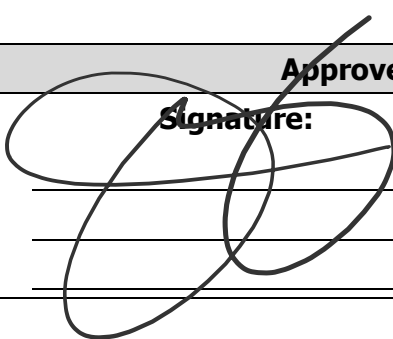
- This legislation (√):
- Creates revenue in the amount of: \$ _____
 - Creates expenditure in the amount of: \$ _____
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

Funds are (√):

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

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Ordinance No. 22-002
2. Planning and Zoning Commission Resolution No. 22-002 with Findings of Facts
3. Staff Report
4. Public Notice and Vicinity Map for Council Introduction of March 22, 2022
5. Zoning Map Amendment Application
6. Public Comments Received for City Council Public Hearing

Summary Statement/Background:

On January 13, 2022, Colony Way Investments initiated a zoning map amendment to re-zone Lot 100, Block 1, Felton Add Subdivision, from R-3, Medium Density Residential to R-4, High Density Residential. The plat was recorded in 1936. The existing structure on the property was built in 1935, and operated as the Palmer Post Office from 1936 to 1949. Due to the age of the building and the modifications necessary to make the building safe and habitable, the owners intend to recreate a replica of the historical building.

On January 10, 2022 Martin and Kyle Moffat submitted a re-plat application to the Matu-Borough to combine Lots 100 and 200. Lot 100 does not meet the minimum lot area of 8,400 square feet for the R-4 district. However, upon the approval by the Matsu-Borough, the replat of Lot 100 and 200 will be a total of 35,719 square feet. This will allow for an additional dwelling unit to be built on the replated lot.

Ordinance No. 22-0XX will re-zone Lot 100, Block 1, Felton Add Subdivision, from R-3, Medium Density Residential to R-4, High Density Residential allowing additional dwelling units on the property.

Administration's Recommendation:

Adopt Ordinance No. 22-002 to amend the Zoning Map to revise the designation of Lot 100, Block 1, Felton Add Subdivision, from R-3, Medium Density Residential to R-4, High Density Residential.

LEGISLATIVE HISTORY

Introduced by: Manager Moosey
Date: 3/22/2022
Public Hearing: 4/12/2022
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 22-002

An Ordinance of the Palmer City Council Enacting the Zoning Map to Revise the Zoning Designation of Lot 100, Block 1, Felton Add Subdivision, from R-3, Medium Density Residential to R-4, High Density Residential

WHEREAS, Colony Way Investments initiated a zoning map amendment application received on January 13, 2022 to re-zone Lot 100, Block 1, Felton Add Subdivision, from R-3, Medium Density Residential to R-4, High Density Residential; and

WHEREAS, on January 13, 2022, the City of Palmer received a pre-application package for a plat request to combine Lots 100 and 200 submitted by Martin and Kyle Moffat; and

WHEREAS, the total square footage of the proposed rezone property is 7,405 square feet, with a width of 50 feet; and

WHEREAS, in the R-4 High Density Residential District the required minimum lot width is 60 feet with a required minimum lot area of 8,400 square feet; and

WHEREAS, the current lot size of Lot 100 is smaller than the R-4 district allows, however, the replat of Lots 100 and 200 will bring this property into compliance of the R-4 district lot requirements; and

WHEREAS, the Commission duly gave required notices, held its required public hearing on February 17, 2022, made a written report of its decision as to such need, justification and effect of the change of zoning in Commission Resolution 22-002, and voted 4 in favor and 0 opposed to recommend that such amendment to the zoning map be approved; and

WHEREAS, the Planning and Zoning Commission (Commission) adopted findings of fact in Resolution No. 22-002 as to the need, justification and effect to the zoning map amendment on February 17, 2022; and

WHEREAS, the City Council duly gave required notices, held its required public hearing on this date, and has duly considered the request to re-zone the property from R-3, Medium Density Residential to R-4, High Density Residential, all evidence and testimony presented including any comments of the persons attending the public hearing, the findings of fact set forth in Planning and Zoning Commission Resolution No. 22-002, and the recommendation of the Commission.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. The City of Palmer Zoning Districts Map dated November 2017 is hereby amended to revise the zoning designation of Lot 100, Block 1, Felton Add Subdivision, from R-3, Medium Density Residential to R-4, High Density Residential

Section 4. Effective Date. Ordinance No. 22-002 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this _____ day of _____, 2022.

Steve Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk



**City of Palmer
Planning & Zoning Commission
Rezoning Action
Findings of Fact Worksheet**

Item: Rezone for Felton Add, Lot 100, Block 1

1. The proposed change is in accordance with the borough and city comprehensive plans;

Bernier	Combs	Jackson	Tudor	Peterson	Vacant	Vacant
Excused	Y	Y	Y	Y	X	X

2. The proposed change is compatible with surrounding zoning districts and the established land use pattern;

Bernier	Combs	Jackson	Tudor	Peterson	Vacant	Vacant
Excused	Y	Y	Y	Y	X	X

3. Public facilities such as schools, utilities and streets are adequate to support the proposed change;

Bernier	Combs	Jackson	Tudor	Peterson	Vacant	Vacant
Excused	Y	Y	Y	Y	X	X

4. Changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change;

Bernier	Combs	Jackson	Tudor	Peterson	Vacant	Vacant
Excused	Y	Y	Y	Y	X	X

5. The proposed change is consistent with the public welfare and does not grant a special privilege to the owner (s).

Bernier	Combs	Jackson	Tudor	Peterson	Vacant	Vacant
Excused	Y	Y	Y	Y	X	X



Community Development Zone Change Application

Staff Report to Commission

PART I. GENERAL INFORMATION

Location:	Lot 100, Block 1, Felton Addition Subdivision	
Site Address:	342 South Colony Way, Palmer Alaska 99645	
Request:	To re-zone the Lot from R-3, Medium Density Residential to R-4, High Density Residential District	
Applicant(s) & Owner:	Colony Way Investments LLC: Kyle & Nicole Moffat, Martin & Nikki Moffat	
Public Hearing Date:	February 17, 2022	
Notification Requirements:	In accordance with 17.80.030	
On January 28, 2022, 170 public hearing notices were mailed to property owners within 1,200' of the site. Notification of the public hearing was published in the Frontiersman on February 11, 2022. A total of 0 written comments were received in response to this rezone application.		

PART II. BACKGROUND

Site Information:

Lot 100, Block 1, Felton Addition Subdivision is a double frontage lot that has access from South Colony Way and South Bonanza. The Lot is located between Lot 200, Felton Add, which is zoned R-4, Medium Density Residential and Lot 6-A, Block 1, Felton Add, which is zoned R-3, Medium Density Residential.

The plat was recorded in 1936 after the existing structure on the property was built in 1935, and operated as the Palmer Post Office from 1936 to 1949. Due to the age of the building and the modifications necessary to make the building safe and habitable, the owners intend to recreate a replica of the historical building.

In 2005 Lots 100 and 200 of Block 1 were rezoned from R-2, Low Density Residential to R-3, Medium Density Residential. The rezone in 2005 was initiated by the City of Palmer. It was a result of the enactment of R-3 and R-4 zoning districts to title 17 and affected the entire city.

Parcel Size:

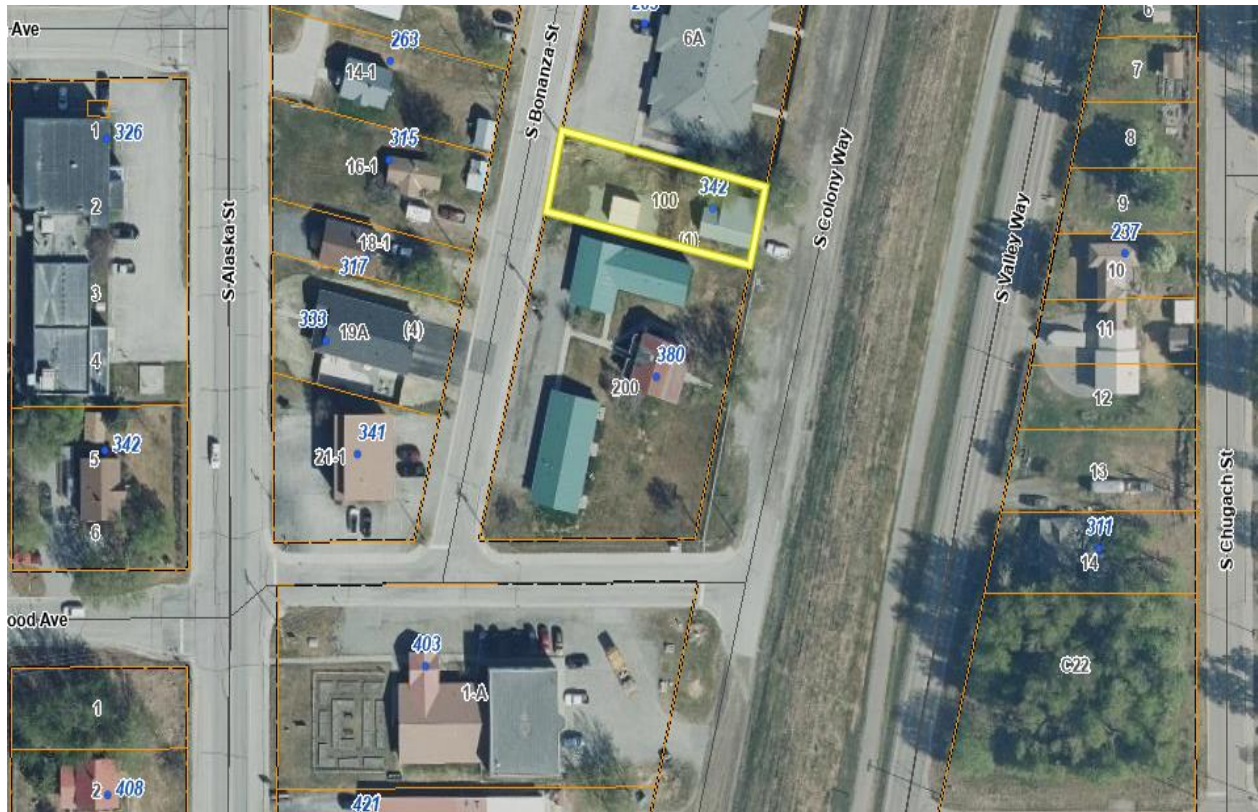
Lot size is 0.17 acres, 7,405 square feet.

Existing Zoning:

R-3, Medium Density Residential

Surrounding Land Uses:

	Zoning	Land use for surrounding areas
North	R-3	Medium density residential
East	R-3	Single family
South	R-4	Short term rental, Alaska Life Colony Suites
West	CL	Small businesses, insurance, and law offices



Considerations:

The intent of the **R-3**, Medium Density Residential District is to establish residential areas with a combination of multiple-family structures consisting of eight or fewer dwelling units, and single-family residences with a medium population density. The intent of the **R-4**, High Density Residential District is for residential areas with a combination of multiple-family structures and single-family residences with a high population density.

- The owners are requesting this lot to have the same zoning designation as Lot 200 for a future replat that combines both lots into one tract containing 1.35 acres, 35,719 sq feet.
- The petitioner’s intention is to rebuild the structure in compliance to current code requirements, while preserving the familiar historical charm of the development.

Code Requirements:

In the R-4 High Density Residential District, the required minimum lot width is 60 feet and the required minimum lot area is 8,400 square feet. The total square footage of the proposed rezone property is 7,405 square feet, with a width of 50 feet. The current lot size is smaller than the R-4 district allows, however, the applicant is in the process of replating Lot 100 to be combined with Lot 200, with the Matanuska-Susitna Borough.

PART III. FINDINGS OF FACT

(PMC 17.80.036.C) The report of the Commission shall give consideration as to what effect the proposed change would have on public health, safety, welfare and convenience, and for a map amendment show whether:

Fact 1) The proposed change is in accordance with the borough and city comprehensive plans;

Applicant's response:

The reconstruction of this building would be mutually beneficial for the applicant and the City of Palmer due to the fact that it satisfies the summary of goals found in Chapter 6 of the City of Palmer's comprehensive plan. The plans for this building and the remaining two buildings, on top of the efforts already done, would make Palmer an increasingly attractive place to live, work, invest and visit. This building would help maintain high quality residential neighborhoods and also promote development of new commercial endeavors through the means of erecting an extremely high quality building.

Staff finds:

- a) Goal 1 of Chapter 6, Land Use, from the Palmer Comprehensive Plan promotes growth guided to make Palmer an increasingly attractive place to live, work, invest and visit.
- b) Goal 5 encourages the development of high-quality buildings that reflects Palmer's historical character.
- c) Goal 6 of Chapter 6 supports improvements to the downtown area to help ensure Palmer's traditional downtown is lively, attractive, and inviting for residents and visitors.
- d) The proposed change would support the goals and objectives of the City's Comprehensive Plan by encouraging attractive development that will improve the neighborhood and increase the availability of higher density housing near downtown.
- e) This new building will reflect Palmer's character and historical setting with high quality architecture while maintaining the traditional appeal of Palmer.
- f) The proposed change will provide more accommodations in the downtown area as well as encourage spending for visitors and tourists.

Fact 2) The proposed change is compatible with surrounding zoning districts and the established land use pattern;

Applicant's response:

The adjoining lot to the NE on Colony Way has a 6 plex on the property, and across Bonanza street the lots are zoned Commercial Limited.

Staff finds:

- a) The property for the proposed rezone is contiguous to R-3 zoning on the East side, CL Commercial Limited on the West side, R-4 zoning to the South and R-3 zoning to the North lines of the lot.
- b) The lot next to the proposed rezone on the South side of the property is also short-term rentals, owned by the applicants. Among the other comparable land use in the subject area are residential neighborhoods as well as other small businesses such as retail and gift shops. Many restaurants and dining establishments are within walking distance from the property, convenient for visitors of Palmer while staying at this location.
- c) PMC 17.27.060 establishes a minimum lot size for dwelling units, that would make the development compatible with surrounding properties.

Fact 3) Public facilities such as schools, utilities and streets are adequate to support the proposed change;

Applicant's response:

Yes, since the previous question states that there are no real changes to the property should this building be erected, no change of utilities, schools, streets or otherwise would be effected.

Staff finds:

- a) This property is a double frontage lot and has access on South Colony Way and South Bonanza, allowing adequate flow of traffic along with incoming and outgoing visitors.
- b) Utilities are available to serve the proposed use of property as High Density Residential, current water and sewer are set in place and will support the proposed structure.
- c) The proposed change is from R-3, Medium Density Residential to R-4, High Density Residential; there would be little to no impact on public schools since the proposed change would be for short term lodging. The nearest public school is .7 miles from the property.

Fact 4) Changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change;

Applicant's response:

Yes. As already stated, this property has already been functioning in this area and the surrounding neighborhood for nearly two decades.

Staff finds:

- a) The changed conditions affecting the subject parcel will be the reconstruction of a structure that will be removed. The continued development of the surrounding housing units supports the proposed change to R-4.

- b) The surrounding zoning districts consist of R-3, R-4 and Commercial Limited, and have had no recent significant condition changes to the area. The recent amendments to the Central Business District allows for flexibility for downtown parking as well as opportunities for economic development and more compatible use of land.

Fact 5) The proposed change is consistent with the public welfare and does not grant a special privilege to the owner(s).

Applicant's response:

The proposed change will be very welcome to the public as it will be new, modern and safe. It will be an appealing addition to the neighborhood and will attract responsible patrons. This change, though it will not be a change to anyone but the people who know the code for Palmer, will not grant the owners special privilege, other than allowing us to construct a safe and winsome building in what is known to long standing Palmer residents as a historical part of our town.

Staff finds:

- a) The proposed change does not grant the owner any special privilege as the property in question is contiguous to existing residential zoning and commercial development.
- b) The proposed change is consistent with the public welfare by continuing to permit the current use of this property to be developed for commercial activity for the benefit of Palmer residents and visitors.

PART IV. STAFF RECOMMENDATION

Based on the information provided by the applicant, public comments received before publication of this report and staff analysis, staff recommends approval of the request to a zoning map amendment from R-3 Medium Density Residential to R-4, High Density Residential with Special Limitations for Lot 100, Block 1, Felton Addition, is consistent with, and in conformance with the Palmer Comprehensive Plan.

If following the Public Hearing, Commission finds that the applicant's proposal conforms to the Palmer Comprehensive Plan and Zoning Code provisions, then staff recommends that the Commission approve this request for zoning map amendment for Lot 100, Block 1, Felton Addition Subdivision from R-3 Medium Density Residential to R-4, High Density Residential and forward a recommendation for approval to the City Council. Map amendment to take effect upon completion of final platting action by the Matanuska-Susitna Borough for the elimination of lot line between lots 100 & 200, Block 1, Felton Addition Subdivision and is duly recorded.



DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson Director

Dusten Voehl Building Inspector

Beth Skow Library Director

Cotton Gore Parks & Facilities Manager

Mail: 231 W. Evergreen Ave. Location: 645 E. Cope Industrial Way Palmer, AK 99645-6748 Phone: 907-745-3709

January 28, 2022

Dear Property Owner:

The Palmer Planning and Zoning Commission will consider a Zoning Map Amendment Application for Lot 100, Block 1, Felton Addition Subdivision, initiated by Colony Way Investments LLC: Kyle & Nicole Moffat, and Martin & Nikki Moffat. The property is located at 342 South Colony Way, Palmer, Alaska.

The property is zoned R-3, Medium Density Residential. The request is to rezone the property to R-4, High Density Residential. The map on the reverse side of this notice indicates the location of the subject property. For additional information on the R-4 District, please refer to Palmer Municipal Code Chapter 17.27, R-4, High Density Residential District, located online at: www.palmerak.org.

The Commission will hold a Public Hearing to consider this application and allow an opportunity for public comments. The meeting will be held on February 17th, 2022 at 6:00 p.m., in the City Council Chambers located at 231 West Evergreen Avenue, Palmer, Alaska.

If you wish to comment on this issue, you may do so by attending the public hearing or by providing written comments to the Planning and Zoning Commission by February 14, 2022. Written comments may be mailed to Department of Community Development, 645 E. Cope Industrial Way, Palmer, Alaska, faxed to 907-745-5443 or emailed to me at: ndegner@palmerak.org.

Sincerely,

Nichole Degner, Community Development Specialist



For the following reason, I am (please circle) in favor of, NOT in favor of, have no objection to the issuance of the proposed re-zone from R-3 to R-4, High Density Residential.

Three horizontal lines for providing a reason for the response.

Name: _____

Address: _____

4 C'S LLC
PMB 361
1150 S COLONY WAY
PALMER AK 99645

AHMED CHAUDHRY R
BUSHRA GHULAM
339 S BAILEY ST
PALMER AK 99645

AK FAM RESOURCE CTR INC
ALASKA FAMILY SERVICES
1825 S CHUGACH ST
PALMER AK 99645-6795

ALASKA BIBLE COLLEGE
248 E ELMWOOD AVE
PALMER AK 99645-6619

ALASKA LIFE THE LLC
12120 E WOODSTOCK DR
PALMER AK 99645

ALASKA STATE OF
DEPT OF TRANS & PUB FAC
PO BOX 196900
ANCHORAGE AK 99519-6900

ALASKA STATE OF
DEPT OF NATURAL RESOURCES DIV OF LANDS
STE 1050A
550 W 7TH AVE
ANCHORAGE AK 99501-3576

ANDERSEN TED W & THERESA K
341 E ARCTIC AVE
PALMER AK 99645-6130

ANDERSON BONNIE K
229 S CHUGACH ST
PALMER AK 99645-6427

APD HOUSING PARTNERS 18 L P
PO BOX 19240
SEATTLE WA 98109-1240

AUBREY BOB
16
352 E BLUEBERRY ST
PALMER AK 99645

AWE STAN H
PO BOX 2504
PALMER AK 99645-2504

BOUCHARD JULIE M
134 E AUKLET AVE
PALMER AK 99645

B&J ASSETS LLC
7015 E JEAN DR
PALMER AK 99645

BAKER DAVID M & EVA M
4374 E SHAW'S DR
WASILLA AK 99654-4353

BALES CANDICE M
PO BOX 2621
PALMER AK 99645-2621

BARNETT ROSS A
128 E AUKLET AVE
PALMER AK 99645

BELLAMY ISAAC
SPACE 24
352 E BLUEBERRY AVE
PALMER AK 99645-6465

BOLSHIO MISHA INC
PMB 311
1150 S COLONY WAY STE 3
PALMER AK 99645-6967

Thomas Brown
128 W Beaver Ave
Palmer AK 99645-6242

BERBERICH INVESTMENTS LLC
532 E EAGLE AVE
PALMER AK 99645

BERGER PAUL
15250 EVERGREEN RIDGE
ANCHORAGE AK 99516

BLUEBERRY INV MNGMT LLC
TAYLOR KENNETH & LISA
2124 N NADINA ST
PALMER AK 99645-9131

BIELAR WM M & ELAINE L
PO BOX 70
PALMER AK 99645-0070

BURTCH FAMILY TRUST
STE 3 PMB 105
1150 S COLONY WAY
PALMER AK 99645-6967

BLATCHFORD HENRY
417 S COBB ST
PALMER AK 99645

BROOKS PROPERTIES LLC
3680 S SKY RANCH LOOP
PALMER AK 99645

BRISCOE CLARENCE A & MARY
141 S DENALI ST
PALMER AK 99645-6431

BOVY BRANDON J
319 S COBB ST
PALMER AK 99645-6315

BOYNTON PHILLIP B
236 E AUKLET AVE
PALMER AK 99645-6259

CULLEN TEA
4820 S ESCALON BELLOTA RD
FARMINGTON CA 95230

CZARNEZKI MARGARET R
335 S COBB ST
PALMER AK 99645

CPD ALASKA LLC
201 ARCTIC SLOPE AVE
ANCHORAGE AK 99518-3033

CORP OF ST MICHAEL'S PARISH
432 E FIREWEED AVE
PALMER AK 99645

COMBS DAVID HARVEY
COMBS SABRENA KENT
208 W COTTONWOOD AVE
PALMER AK 99645

COLONY WAY INVESTMENTS LLC
800 W BRIAR DR
WASILLA AK 99654

CAULKINS DENISE
SPC 2
352 E BLUEBERRY
PALMER AK 99645

CHURCH OF THE
COVENANT OF PALMER AK INC
451 S BAILEY ST
PALMER AK 99645

COCKLE SETSUKO REV LVG TR
COCKLE SETSUKO TRE COCKLE MARY ANN TRE
25224 E BUCK SHOT LN
PALMER AK 99645

CM MECHANICAL INC
PO BOX 1025
PALMER AK 99645-1025

DYEMOND LLC
11621 OLD SEWARD HWY
ANCHORAGE AK 99515

RODEHEAVER RAYMOND
#801
1200 W DIMOND BLVD
ANCHORAGE AK 99515

DECORA RICHARD ALLEN
313 S DENALI ST
PALMER AK 99645

DISARRO PETER JR & SANDRA
PO BOX WWP
KETCHIKAN AK 99950-0280

DOLLARD ANNE S
329 S CHUGACH ST
PALMER AK 99645-6429

DALRYMPLE-SORENSEN HOLDINGS LLC
353 S DENALI ST
PALMER AK 99645

DAW WHITNEY M
PO BOX 3822
PALMER AK 99645-3822

EAGERTON ANN
267 S BAILEY ST
PALMER AK 99645

DONN ERWIN CHARLES
DONN DENA K & DONN DEVIN
PO BOX 2064
PALMER AK 99645-2064

DORMAN LAURENCE M & KATHLEEN K
DORMAN CAROL A
2125 N OLIVE AVE
TURLOCK CA 95382

DUCKSTEIN MICHAEL D
956 WALLACE RUN RD
BEAVER FALLS PA 15010-5751

DUNLAP RUSSELL M & RHONDA L
STE 3 PMB 635
1150 S COLONY WAY
PALMER AK 99645

FAMILY CHRISTIAN CENTER
PO BOX 2491
PALMER AK 99645-2491

FELZIEN CHARLES R
PO BOX 110
PALMER AK 99645-0110

FLEETWOOD JEFFREY A L/E
WOOD TIFFANY RENEE
203 S COBB ST
PALMER AK 99645

FLETCHER GORDON N JR & SIMONE E
20181 CROOKED RD
BUTLER OH 44822

FOSELMAN DALE & CATHERINE M
3562 E TEAGUE TRAIL CIR
WASILLA AK 99654

FRED MEYER STORES INC
THE KROGER COMPANY
PROPERTY TAX - 7TH FLOOR
CINCINNATI OH 45202-1100

FROHLING KEVIN K
6250 N LOSSING RD
PALMER AK 99645

FULLER DAVID K & ANDREA GAIL
217 S COBB ST
PALMER AK 99645-6313

GERARD JOSEPH A & BARBARA E
11150 E LUPINE RD
PALMER AK 99645-9411

GLICK KORY N
LOT 26
352 E BLUEBERRY AVE
PALMER AK 99645

GODWIN KELLY BARRETT
15702 E CLARK RD
PALMER AK 99645-8705

GOLDMAN KENNETH J& MARY V
3150 N SEAGULL DR
PALMER AK 99645-6930

GRABAREK LUKASZ
347 S CHUGACH ST
PALMER AK 99645-6429

GUTHRIE STANLEY L
PO BOX 2367
PALMER AK 99645-2367

GRABAREK LUKASZ
347 S CHUGACH ST
PALMER AK 99645-6429

GRIMES DUSTIN L & AUSTIN M
11200 E LUPINE RD
PALMER AK 99645-9448

HALE JOSEPH
15581 E TEELING CIR
PALMER AK 99645

GRIZZLY ENTERPRISES LLC
2900 BORLAND DR
ANCHORAGE AK 99517-2468

GROVER WESLEY R REV TR TRE
PO BOX 556
PALMER AK 99645

HANSON MILDRED A N FAM TR
235 S VALLEY WAY
PALMER AK 99645

HEADRICK MEGAN
PO BOX 3951
PALMER AK 99645-3951

HENDRICKSON ROSE M
NEUMANN CANAAN
PO BOX 1314
PALMER AK 99645-1314

HENRY NICHELLE S
327 S COBB ST
PALMER AK 99645-6315

HILL JARED
SPC 10
352 E BLUEBERRY AVE
PALMER AK 99645

HOKENSON TASHA N
424 S BAILEY ST
PALMER AK 99645

HOLSAPPLE MICHAEL W&MAY M
7327 S LENORE ST
WASILLA AK 99654-0368

HOPF ROBERT G
SELICK MARILYN K
14129 W HORIZON DR
SUN CITY WEST AZ 85375-2807

INGALDSON WM H
4120 TAZLINA AVE
ANCHORAGE AK 99517

JIMENEZ PAULETTE
PO BOX 2513
PALMER AK 99645

HARTLEY MARSHA R SEP PROP TR
11240 W 76TH WAY
ARVADA CO 80005

HAWKINS JOS T
108 E ARCTIC AVE
PALMER AK 99645

KONYOT JOE
PO BOX 876738
WASILLA AK 99687-6738

JOHNSON DELENA
PO BOX 944
PALMER AK 99645-0944

JOHNSON JEFF
THORN CRAIG A
PO BOX 2527
PALMER AK 99645-2527

JONES JULIE M
MERIDITH DOLFI LOT 19
352 E BLUEBERRY AVE
PALMER AK 99645-6465

KEELING GERALDINE LAMPARD
243 S BAILEY ST
PALMER AK 99645

KELLEY RAYMOND B& LINDA M
560 W MONTANA DR
PALMER AK 99645

KEYPORT PHYLLIS M
JO WELLER
3245 DOVE LN
PALMER AK 99645-9639

KINCAID MICHELLE
KLOEP DAVID
PO BOX 520687
BIG LAKE AK 99652-0687

KINDRICK MICHAEL C
251 S BAILEY ST
PALMER AK 99645-6323

KLH INC
4255 S MCKECHNIE LOOP
PALMER AK 99645

KIM JUNG S
88
4875 BARRINGTON LOOP
ANCHORAGE AK 99503-7521

KNIK TRIBE
PO BOX 871565
WASILLA AK 99654

KOPPERUD NOEL H
PO BOX 4470
PALMER AK 99645-4470

KULIKOVSKIY ROMAN
STE 2 PMB 109
3060 N LAZY EIGHT CT
WASILLA AK 99654-4331

LAVIELLE FLOYD
SPC 3
352 E BLUEBERRY ST
PALMER AK 99645

LEE CYNTHIA M
PO BOX 2401
PALMER AK 99645-2401

KRAUN CLARENCE
SPC 28
352 E BLUBERRY ST
PALMER AK 99645

LENAGHEN RICHARD & GRETA
6454 E BEECHCRAFT RD
WASILLA AK 99654-9331

LITTLE RUDA ENTERPRISES LLC
217 E ARCTIC AVE
PALMER AK 99645-6257

LOCKE LYNDA E
421 S LAKE ST
WASILLA AK 99654

LOGSDON & GOLTER LLC
348 S DENALI ST
PALMER AK 99645

MAUI TOE LLC
1460 S FRAN ST
PALMER AK 99645-9029

MARTIN CURTIS W
MARTIN DONNA L
263 S ALASKA ST
PALMER AK 99645-6335

MATANUSKA BREWING CO LLC
KEVIN BUTON
513 S VALLEY WAY
PALMER AK 99645

MCLEAN ROSALYN H
PO BOX 847
EUREKA NV 89316-0847

MCCLURE DOLORES M
MCCLURE MARY EST
416 S BAILEY ST
PALMER AK 99645-6326

MCKENZIE KAY S
452 S COLONY WAY
PALMER AK 99645

MONROE LINDA NOEL J
8
352 E BLUEBERRY AVE
PALMER AK 99645

MCPMAHAN-POLLEN SALLY REV TR
2000 N PENNY LN
PALMER AK 99645

MEADOWS CHARLSA JOY
JACK ANDERSON
6823 TERRY ST
ANCHORAGE AK 99502

MORROW JOSHUA P & HEATHER N
PO BOX 1223
PALMER AK 99645

MILLER INVESTMENT TR
MILLER WM H JR & BARBARA J TRES
PO BOX 870151
WASILLA AK 99687-0151

MITTLESTADT SUZANNE
319 S CHUGACH ST
PALMER AK 99645-6429

MUNOZ KEVIN M & M RACHEL
17015 COLONY RD
BOW WA 98232

MOODY RONNIE
FINDLAY-MOODY SHERRY
16345 E SMITH RD
PALMER AK 99645

MOSES ERIC J
ALSTROM APRIL G
151 S DENALI ST
PALMER AK 99645-6431

NARANJO AUGUST
221 S DENALI ST
PALMER AK 99645-6433

RELGUD INVESTMENTS LLC
10701 STROGANOF DR
ANCHORAGE AK 99507

RICHARDS RON D
RICHARDS MICHELLE L
1460 S FRAN ST
PALMER AK 99645-9029

RIGGS JOHN FAMILY TR
RIGGS CHERYL D TRE
4832 REDTAIL DR
KLAMATH FALLS OR 97601

ROBERTS DAVID A
ROBERTS CHRISTINA R
505 W QUICK SILVER CIR
PALMER AK 99645

RAYBACK CLINTON & DELORES E
312 S BAILEY ST
PALMER AK 99645

REINTJES RICHARD A & CORINNE D
1661 VENUS CIR
RICHLAND WA 99352

NILSSON GREGORY SCOTT
LIVELY BRIGITTE E
259 S ALASKA ST
PALMER AK 99645

ROUSE KAY
KAY MCKENZIE
452 S COLONY WAY
PALMER AK 99645

PMK PROPERTIES LLC
STE B PMB 619
2521 E MOUNTAIN VILLAGE D
WASILLA AK 99654-7336

ODEGARD JACOB R & AMANDA J
259 S BAILEY ST
PALMER AK 99645-6323

O'FLANAGAN JAMES & HEATHER
243 S COBB ST
PALMER AK 99645

PIONEER MOTEL LLC
PO BOX 4260
PALMER AK 99645-4260

PALMER CAR WASH LLC
18660 GENTEEL CIR
EAGLE RIVER AK 99577-8202

QUILL BONNIE
241 S BAILEY ST
PALMER AK 99645-6323

PALMER CITY OF
231 W EVERGREEN AVE
PALMER AK 99645-6952

PALMER EMERGENCY FOOD & COMM SERV
PO BOX 2421
PALMER AK 99645

PALMER HWY CHURCH OF GOD
349 E ARCTIC AVE
PALMER AK 99645

PAPASAVAS CYNTHIA A
PO BOX 3338
PALMER AK 99645-3338

PASSPORT LLC
610 S BAILEY ST
PALMER AK 99645

PENWARDEN RICHARD
SPACE 13
352 E BLUEBERRY AVE
PALMER AK 99645

PERRON JEROD T
KUSCHE KARA C
11709 E KYROK CIR
PALMER AK 99645

SHAFER PHYLLIS J
PO BOX 3475
PALMER AK 99645-3475

SHAFFER DANIEL R
1481 S BERTHA LN
WASILLA AK 99654-8230

SHILOH MISSIONARY BAPTIST
CHURCH OF PALMER
PO BOX 2449
PALMER AK 99645

SCANDURA MICHELLE R
WEAVER THOMAS W
231 W CEDAR AVE
PALMER AK 99645

SINDORF PAUL H JR & MARY H
10913 N PALMER FISHHOOK R
PALMER AK 99645-9235

SLATER DAPHNE
210 S ALASKA ST
PALMER AK 99645

SNODGRASS JOHN R JR
PO BOX 1867
PALMER AK 99645-1867

SNYDER WILLIAM H & TERRY L
208 W CEDAR AVE
PALMER AK 99645

STEPHEN MARLENE F
NOLIN MARLENE F
517 S COBB ST
PALMER AK 99645

TSALACH LLC HOLLY STEINER
10739 E GRANITE RIDGE RD
PALMER AK 99645-9664

TULL WILLIAM F
1995 N MONTE VISTA DR
PALMER AK 99645-8842

U S POSTAL SERVICE
500 S COBB ST
PALMER AK 99645

T & S ENTERPRISES LLC
PO BOX 1969
PALMER AK 99645

TORRES ROBERTO JESUS
#A
171 S DENALI ST
PALMER AK 99645

ZELAZNY JOS
32
352 E BLUEBERRY AVE
PALMER AK 99645

VALLEY RESIDENTIAL SERVICES
STE 102
1075 S CHECK ST
WASILLA AK 99654-8067

VAN CLEVE RAMONA ANN
PO BOX 372
SUTTON AK 99674

VAN DIEST JAY & SUSAN
16801 E T & T LN
PALMER AK 99645

VAN HOOMISSEN FAMILY TRUST
VAN HOOMISSEN G J & W M TRES
PO BOX 4967
PALMER AK 99645-4967

VANN AILIS S
DECKERT MAVERICK O
PO BOX 3354
PALMER AK 99645

VERZONE THAI G
3740 CLAY PRODUCTS DR
ANCHORAGE AK 99517-1010

VH PROPERTIES LLC
PO BOX 520488
BIG LAKE AK 99652-0488

VINDUSKA JOHN A
15605 E HELMAUR PL
PALMER AK 99645-8691

VIZZERRA WM P & ALMA E
324 E ARCTIC AVE
PALMER AK 99645-6129

WALDEN JESSICA S M
147 S BONANZA ST
PALMER AK 99645-6344

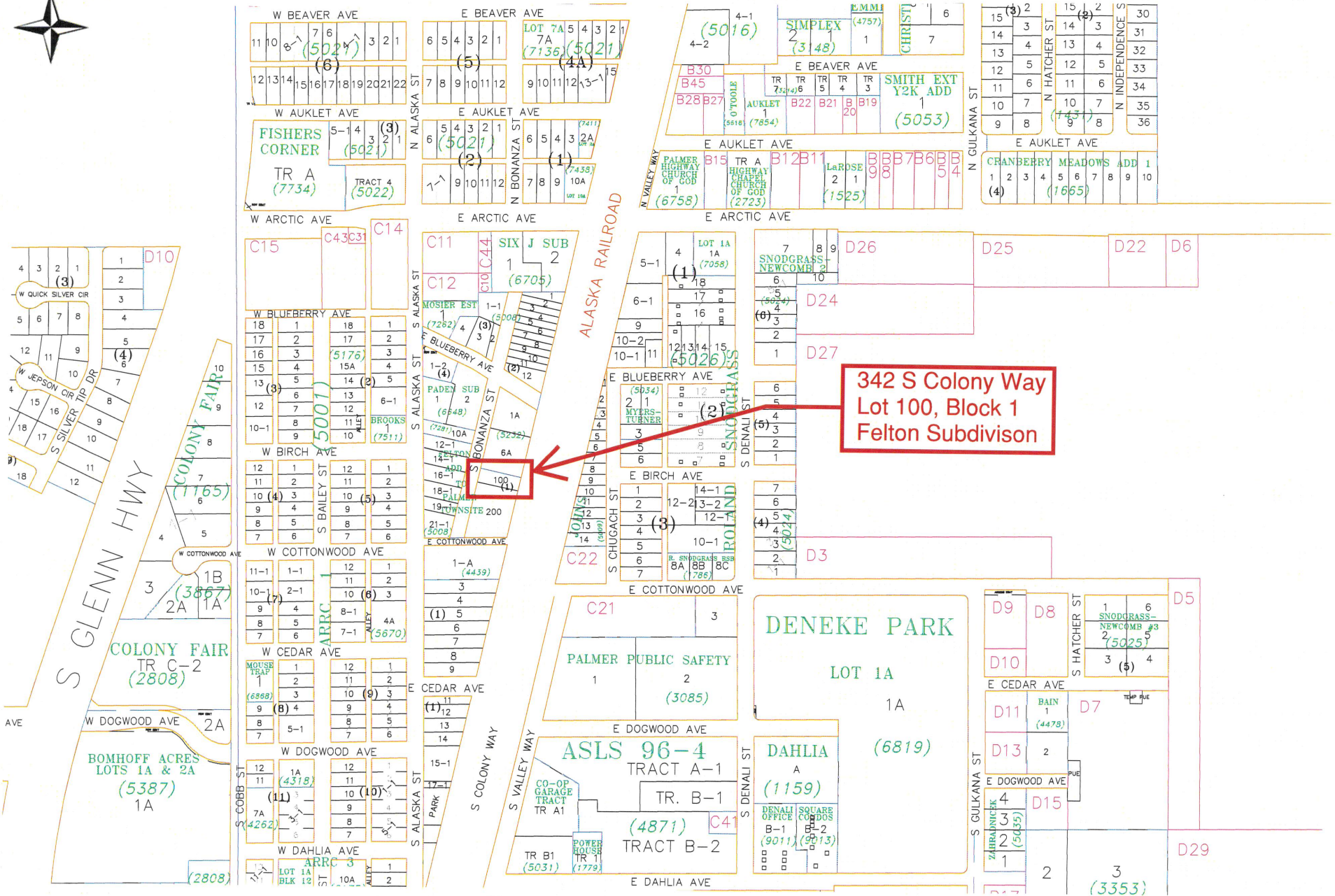
WILLIAMS DALE
210 E AUKLET AVE
PALMER AK 99645

WALKER RICHARD LEE
2131 W MELANIE DR
WASILLA AK 99654

WALLING BRUCE & DENISE M
693 2ND ST
PALMER AK 99645

WHITMORE ENTERPRISES LLC
1200 S BADGER RD
PALMER AK 99645

VICINITY MAP



Request for Rezone from R-3, Medium Density Residential District to R-4, High Density Residential District for Lot 100, Block 1, Felton Add Subdivision located at 342 S. Colony Way, in Palmer, Alaska.

For the following reason, I am

- In favor of (proponent)
- NOT in favor of (opponent)
- Have no objections to

the proposed rezoning Ordinance No. 22-002. I would also like to provide additional comments below:

I am strongly opposed to this re-zoning - I am directly across from this property + have to look out my window at a 2 story apt/condo complex going up!!

NAME: Suzanne Mittlestadt

ADDRESS: 319 S. Chugach St. Palmer, AK 99645

Makes me want to move out of Palmer!!! instead of stay in my retirement years.

**City of Palmer
Resolution No. 22-012**

Subject: Declaring Support For Senate Bill 111

Agenda of: April 12, 2022

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 (√):

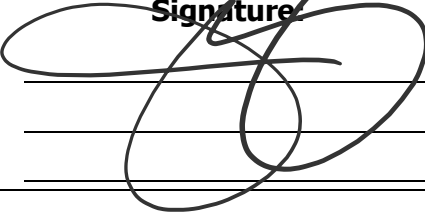
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

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. Resolution No. 22-012

Summary Statement/Background:

The Academic Improvement and Modernization (AIM) Act is a bipartisan effort to improve reading skills through increased accountability, well placed resources, and by leveraging the modernization efforts we have already begun during the pandemic. This bill affirms it is time to rise to this challenge and invest in the success of our children. Unfortunately, Alaska currently ranks 50th out of the 50 states in fourth grade reading — even though Alaska spends more per student on education than most other states. SB 111 seeks to improve our student outcomes.

In the most recent assessment of early education quality across the United States, Alaska scored just one out of ten.

The AIM Act establishes a financial incentive for districts to improve the quality of their early education programs by allowing districts to include students of high-quality early education programs in the foundation formula.

The bill also creates a targeted grant program for low performing districts that need to develop or improve their early education programs. The timely effort will also leverage the recent investments in virtual learning and permit students that did well working remotely to continue to do so and will modernize the way Alaska's teachers access professional development courses.

Administration's Recommendation:

Approve Resolution No. 22-012

LEGISLATIVE HISTORY

Introduced by: Manager Moosey

Date: 4/12/2022

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 22-012

A Resolution of the Palmer City Council Authorizing the City Manager to Declare Support for Senate Bill 111

WHEREAS the Academic Improvement and Modernization (AIM) Act is a bipartisan effort to improve reading skills through increased accountability, well placed resources, and by leveraging the modernization efforts we have already begun during the pandemic; and

WHEREAS this bill affirms it is time to rise to this challenge and invest in the success of our children. Unfortunately, Alaska currently ranks 50th out of the 50 states in fourth grade reading — even though Alaska spends more per student on education than most other states; and

WHEREAS SB 111 seeks to improve our student outcomes; and

WHEREAS in the most recent assessment of early education quality across the United States, Alaska scored just one out of ten; and

WHEREAS the AIM Act establishes a financial incentive for districts to improve the quality of their early education programs by allowing districts to include students of high-quality early education programs in the foundation formula; and

WHEREAS the bill also creates a targeted grant program for low performing districts that need to develop or improve their early education programs; and

WHEREAS the timely effort will also leverage the recent investments in virtual learning and permit students that did well working remotely to continue to do so and will modernize the way Alaska’s teachers access professional development courses.

NOW THEREFORE BE IT RESOLVED that the City Council of Palmer Alaska fully supports the quick passage and implementation of the Academic Improvement and Modernization (AIM) Act.

Approved by the Palmer City Council this ____ day of _____, 2022.

Steve Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk

**City of Palmer
Resolution No. 22-013**

Subject: Authorize the Palmer City Manager to Accept the Volunteer Fire Assistance Grant Funds Awarded by the State of Alaska, Department of Natural Resources, Division of Forestry and Appropriate the Funds to the City of Palmer Fire & Rescue in the Amount of \$5,000 to Purchase Wildland Fire Suppression Equipment and Gear


Agenda of: April 12, 2022

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

Originator Information:

Originator: Chad Cameron, Fire Chief

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		03/25/2022
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **5,000.00**

This legislation (√):

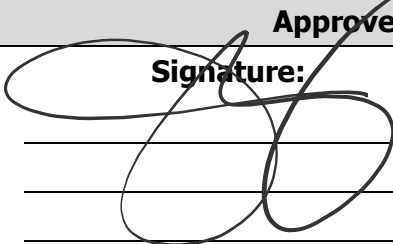
- Creates revenue in the amount of: \$ 5,000.00
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-00-00-3344 VFA Fire Grant
- Not budgeted 01-13-10-6046 Small Tools and Equipment

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. 2022 Volunteer Fire Assistance Grant Awards Letter

Summary Statement/Background:

The State of Alaska, Department of Natural Resources, Division of Forestry annual provides Volunteer Fire Assistance (VFA) grants to volunteer fire departments to assist in purchasing wildland fire suppression equipment and gear. The City of Palmer Fire & Rescue submitted a VFA application early this year to assist with purchasing some wildland fire hose, backpacks and associated gear. Palmer Fire & Rescue was notified on March 15, 2022 that our grant was awarded in the amount of \$5,000.

This request is for the Palmer City Council to authorize acceptance of the grant funds and allocate the funds to Palmer Fire & Rescue for the purchase of wildland fire suppression equipment and gear.

Administration's Recommendation:

Approve Resolution No. 22-013

LEGISLATIVE HISTORY

Introduced by: Manager Moosey

Date: April 12, 2022

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 22-013

A Resolution of the Palmer City Council Authorizing the Palmer City Manager to Accept the Volunteer Fire Assistance Grant Funds Awarded by the State of Alaska, Department of Natural Resources, Division of Forestry and Appropriate the Funds to the City of Palmer Fire & Rescue in the Amount of \$5,000 to Purchase Wildland Fire Suppression Equipment and Gear

WHEREAS, the City of Palmer Fire & Rescue provides fire protection and response to calls for service for the citizens of Palmer; and

WHEREAS, the City of Palmer Fire & Rescue needs wildland fire suppression equipment to provide fire suppression services; and

WHEREAS, the City of Palmer Fire & Rescue has been awarded \$5,000 from the State of Alaska, Department of Natural Resources, Division of Forestry, Volunteer Fire Assistance Grant for the purchase of wildland fire suppression equipment and gear.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby authorizes the Palmer City Manager to accept the Volunteer Fire Assistance grant funds awarded by the State of Alaska, Department of Natural resources, Division of Forestry and appropriate the funds to the City of Palmer Fire & Rescue in the amount of \$5,000 to purchase wildland fire suppression equipment and gear.

Approved by the Palmer City Council this ____ day of _____, 2022.

Steve Carrington, Mayor

Shelly Acteson, CMC, City Clerk



March 15, 2022

Dear Volunteer Fire Department:

Thank you for applying for the 2022 Volunteer Fire Assistance (VFA) grants. Forty (40) volunteer fire departments applied for a VFA grant requesting a total of \$188,493 in assistance. All forty (40) VFDs will receive some level of funding. A total of \$186,091 was awarded. This letter is the official notification.

The enclosed spreadsheet lists all applicants and amount requested/amount awarded. If a fire department was awarded a grant, the amount awarded will be listed in the column titled "Amount Awarded". If a VFD did not receive any funding or will be receiving a partial award, please contact your respective DOF Fire Management Officer with any questions you may have.

- Checks will be distributed electronically by association with the VFD's SOA vendor number and the SOA electronic payment agreement. Electronic disbursements are expected by May 2022.
- To be eligible for a 2023 VFA grant, compliance documentation, such as copies of receipts for 2022 grant expenditures, must be submitted to your nearest Forestry office at the time of, or prior to, submitting a 2022 application.
- Volunteer Fire Assistance is an award of Federal Financial Assistance with funding from the USDA Forest Service. Prime and sub-recipients to this award are subject to OMB guidance in sub-parts A through F of 2 CFR Part 200 as adapted and supplemented by the USDA in 2 CFR Part 400. Adaption by USDS of the OMB guidance in 2 CFR 400 gives regulatory effect to OMB guidance in 2 CFR 200 where full text may be found.
- The brochure, Complying with Civil Rights, FS-850, can be found at:
www.fs.usda.gov/internet/fse_documents/fseprd526908.pdf
- The OMB Circulars are available on the internet at www.ecfr.gov.

If an application was not fully successful do not be discouraged and continue to apply every year by submitting a completed online application package by the deadline.

Sincerely,

Sarah Saarloos, Fire Staff Officer

2022 VFA Grant Awards

Fire Department	Amount Requested	Amount Awarded	Division of Forestry Office
Delta Junction VFD	\$4,454.59	\$4,454.59	Delta Area Office
Rural Deltana VFD	\$5,000.00	\$5,000.00	Delta Area Office
Chena-Goldstream Fire & Rescue	\$5,000.00	\$5,000.00	Fairbanks Area Office
City of Anderson	\$5,000.00	\$5,000.00	Fairbanks Area Office
McKinley VFD	\$4,599.00	\$4,599.00	Fairbanks Area Office
North Pole FD	\$5,000.00	\$5,000.00	Fairbanks Area Office
North Star VFD	\$4,431.60	\$4,431.60	Fairbanks Area Office
Salcha Fire & Rescue	\$4,297.50	\$4,297.50	Fairbanks Area Office
Steese Area VFD	\$5,000.00	\$5,000.00	Fairbanks Area Office
Tri-Valley VFD	\$4,976.00	\$4,976.00	Fairbanks Area Office
Bear Creek Fire/EMS Department	\$4,370.76	\$4,370.76	Kenai Kodiak Area Office
Central Emergency Services	\$4,209.57	\$4,209.57	Kenai Kodiak Area Office
Cooper Landing VFD	\$4,968.00	\$4,968.00	Kenai Kodiak Area Office
Homer VFD	\$4,717.80	\$4,717.80	Kenai Kodiak Area Office
Kachemak Emerg. Services	\$4,981.50	\$4,981.50	Kenai Kodiak Area Office
Kenai FD	\$4,864.50	\$4,864.50	Kenai Kodiak Area Office
Lowell Point VFD	\$5,000.00	\$5,000.00	Kenai Kodiak Area Office
Nikiski FD	\$4,406.40	\$4,406.40	Kenai Kodiak Area Office
Seward FD	\$4,765.80	\$4,765.80	Kenai Kodiak Area Office
Western Emergency Services Area	\$5,000.00	\$5,000.00	Kenai Kodiak Area Office
Womens Bay VFD	\$4,170.95	\$4,170.95	Kenai Kodiak Area Office
Caswell Lakes FSA #135	\$4,999.99	\$4,999.99	Mat Su Area
Chickaloon Fire Service, Inc.	\$4,995.00	\$4,995.00	Mat Su Area
Girdwood Vol. Fire & Rescue, Inc.	\$4,755.98	\$4,755.98	Mat Su Area
Houston FD	\$4,815.00	\$4,815.00	Mat Su Area
Mat-Su Borough-West Lakes FSA	\$3,910.77	\$3,910.77	Mat Su Area
Palmer Fire and Rescue	\$5,000.00	\$5,000.00	Mat Su Area
Talkeetna VFD	\$5,000.00	\$5,000.00	Mat Su Area
Willow VFD	\$4,999.99	\$4,999.99	Mat Su Area
Gustavus VFD	\$4,778.44	\$3,946.14	Southeast Alaska
Ketchikan International Airport FD	\$5,000.00	\$5,000.00	Southeast Alaska
Sitka FD	\$3,384.00	\$3,384.00	Southeast Alaska
Thorne Bay VFD	\$4,547.25	\$4,547.25	Southeast Alaska
Yakutat VFD	\$4,905.65	\$4,905.65	Southeast Alaska
Tok VFD	\$4,066.64	\$2,496.59	Tok Area Office
Gakona VFD	\$4,905.00	\$4,905.00	Valdez-Copper River Area Office
GlennRich Fire Rescue	\$5,000.00	\$5,000.00	Valdez-Copper River Area Office
Kennicott/McCarthy VFD	\$4,973.00	\$4,973.00	Valdez-Copper River Area Office
Kenny Lake VFD	\$4,743.00	\$4,743.00	Valdez-Copper River Area Office
Valdez FD	\$4,499.99	\$4,499.99	Valdez-Copper River Area Office
GRAND TOTAL	\$188,493.67	\$186,091.32	

**City of Palmer
Resolution No. 22-014**

Subject: Resolution No. 22-014: Appropriation of Funds in the Principal Amount Not to Exceed \$455,431.42 to Finance the Purchase of a New Truck with Mounted Combination Sewer Cleaner (Vactor) from BSI Equipment LLC for Palmer Roads and Water Sewer in the amount of \$455,500.00 as direct replacement for the existing 18-year-old Vactor truck.

Agenda of: April 12th, 2022

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

Originator Information:

Originator: Jude Bilafer, Director of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance	<i>[Signature]</i>	04/01/2022
_____	Fire	_____	_____
_____	Police	_____	_____
X	Public Works	<i>[Signature]</i>	04/01/2022

Certification of Funds:

Total amount of funds listed in this legislation: \$ **455,500.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- X Creates expenditure in the amount of: \$ 455,500.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 24-50-01-6253 Water Equipment; 24-50-50-6253 Sewer Equipment;
- X Not budgeted 09-01-10-6054 Public Works Equipment

Director of Finance Signature: *[Signature]*

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<i>[Signature]</i>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. RESO No. 22-014
2. 900-ECO-6 Truck Mounted Combination Sewer Cleaner Proposal & Specification Sheets.
3. 900-ECO-6 Truck Mounted Combination Sewer Cleaner Product Brochure.

Summary Statement/Background:

This resolution requests the authorization to purchase one new 900-ECO-6 Truck Mounted Combination Sewer Cleaner (Vactor) from BSI Equipment, LLC.

The current Vactor is 18 years old and no longer functions reliably. In the 18 years since the current truck's purchase, the demand for its use has nearly doubled. This truck is used for storm drain clean out, sewer and water line thawing and cleaning, Wastewater treatment plant operations, and road construction. The current Vactor truck is unreliable and routinely breaks down. Compound this with challenges getting replacement parts due to the truck's age, a new vehicle is warranted.

The City of Palmer Administration chose this sewer cleaner as a direct replacement of existing unit and to take advantage of the existing Sourcewell Government contract.

3.21.230 Governmental and proprietary procurements.

A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services, or construction:

1. For contracts, including reimbursable agreements, with federal, state, or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service, or construction to one person.

B. All contract awards under this section, and any amendments thereto, shall be subject to applicable approval requirements of PMC 3.21.090 prior to execution.

C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied. (Ord. 644 § 4, 2004)

The funds to purchase this vehicle will come from 50% of the General Fund unassigned fund balance and 50% of the Water and Sewer Fund unrestricted net position.

Administration's Recommendation:

Approve Resolution No. 22-014

LEGISLATIVE HISTORY

Introduced by: Manager Moosey

Date: April 12, 2022

Public Hearing:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 22-014

A Resolution of the Palmer City Council Appropriating Funds for the Principal Amount Not to Exceed \$455,500 to Purchase of a New Truck with Mounted Combination Sewer Cleaner (Vactor) from BSI Equipment, LLC.

WHEREAS, the City of Palmer, Alaska (the "City") is a home rule city and under Section 11 of Article X of the Alaska Constitution may exercise all legislative power not prohibited by law or the charter of the City, and the City has determined that the matters set forth in this resolution are not prohibited by law or the charter; and

WHEREAS, the City's current Vactor Truck is 18 years old and cannot keep up with the increased demands; and

WHEREAS, the City's current Vactor Truck is unreliable, frequently experiences significant mechanical breakdowns, and incurs long delays when ordering repair/replacement parts; and

WHEREAS, it is necessary and in the best interest of the City and its residents that the City authorize the transfer of these funds from the General Fund and Water Sewer Fund, fund reserves for the purchase of a new truck with mounted combination sewer cleaner (vactor).

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby appropriates funding from the General Fund and Water Sewer Fund, fund reserves for the purchase of a new truck with mounted combination sewer cleaner (vactor) in an amount not to exceed \$455,500.00.

Approved by the Palmer City Council this _____ day of _____, 2022.

Steve Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk



2009 Spar Avenue Anchorage, AK 99501

Quote Date: 03/22/2022
 Prepared By: Jim Lackey
 Cell: (907) 841-9999
 Email: jlackey@bsiequipment.com

QUOTE FOR: City of Palmer
 CONTACT: Greg Wickham
 PHONE: 907-863-0742
 EMAIL: gwickham@palmerak.org

REVISION "B" QUOTATION
 QUOTE VALID THROUGH
 04/22/2022

**New 2023 Sewer Equipment Co. of America Model 900-ECO-6
 on a 2023 International HV607 Chassis**

900-ECO-6 Truck Mounted Combination Sewer Cleaner

<p><u>Vacuum System:</u> 4400 CFM Blower 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Analog Vacuum Display (6) Tube / Tube Rack</p> <p><u>Boom:</u> Telescoping Boom System Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom 180° Working Radius Boom Joystick Control</p> <p><u>Debris Tank:</u> 6 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CLYINDEF Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door</p>	<p><u>Water System:</u> 600 Gallon Capacity Water Tank Giant plunger style triplex 65 gpm @ 2000 psi w/ 30 min run dry Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports</p> <p><u>Electrical:</u> NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches</p> <p><u>Truck:</u> Mounting to Approved Chassis (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting (2) Tow Hooks Front Bumper</p>	<p><u>Hose Reel & Hose:</u> Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls</p> <p><u>Accessories:</u> (3) 8" x 6' Extension Tube (1) 8" X 3' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (6) Quick Clamps BB Hose Guide Tri-Star (chisel point) nozzle DD (high flow) nozzle Finned Nozzle extension Nozzle Rack (Mounted midship toolbox) 25' Fill Hose Upstream Pulley Guide Washdown gun Cleaner, Tip,Torch,Small (1) Hydrant Wrench (1) Paper Owner's Manual</p>
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HOSE REEL ASSEMBLY:

- AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION
- DIGITAL "SMART COUNTER" FOOTAGE METER
- 600ft - SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE) PER FT

WATER PUMP:

- TRIPLEX PLUNGER STYLE GIANT WATER PUMP RATED AT 80GPM@2000 PSI (includes drain valves)

WATER TANKS:

- ADDITIONAL 200 GALLON DURAPROLENE™ WATER TANK W/ 10 YEAR WARRANTY- (driver side rail)
Note #1: Subject to chassis load capacity specifications.
- WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)

WATER SYSTEM ATTACHMENTS:

- FILL HOSE STORAGE RACK
- STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)
- 2" Y-STRAINER ON INLET FILL SYSTEM
- CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship)

TOOLBOX CONFIGURATIONS:

- (2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder
Note #1: N/A WITH COLD WEATHER HYDROEXCAVATION CLEANING KITS"

DEBRIS BOX & BOOM:

- DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven pump rated @ 800 gpm located on rear door of debris box, includes swing out decant screen)
- DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable)
Note: Tied to vacuum relief and opens vacuum relief valve."
- DUAL VARIABLE VACUUM CONTROL VALVE (Located at both hose reel & midship stations)
- DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)

ELECTRICAL & LIGHTING:

- WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract and module kill switch)
- ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with monitor in cab)
- (6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard)
- LED ARROW STICK (factory standard)
- LED MANHOLE AREA WORK LIGHT
- LED CURBSIDE BODY MOUNTED WORK LIGHT
- LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)
- LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR

CHASSIS:

- NON-STOCK CHASSIS MOUNTING ALTERATIONS
- AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)
- CENTRAL LUBRICATION SYSTEM

PAINT:

- DEBRIS BOOM: STANDARD STERLING WHITE (FDG91327)
- DEBRIS TANK: •STANDARD STERLING WHITE (FDG91327)
- HOSE REEL - UPRIGHT STANDARD SEWER BLUE (PAN 287)
- FRAME: STANDARD BLACK (FDG9000)
- SLIDE FRAME: STANDARD BLACK (FDG9000)

Manufacturers Price: \$ 345,554.70
 Sourcewell - Contract Discount: ~~\$10,366.64~~
 \$ 335,188.06

3% Additional Municipal Discount: ~~\$10,055.64~~
 \$ 325,132.42

Drive Away – Factory in Illinois to Tacoma, WA: \$ 6,800.00

Debris Body Interconnect: \$ 5,820.00
 PDI: \$ 900.00
 \$ 338,652.42

2023 International HV607 Chassis: \$ 114,876.00

Upgrade & 30K Axle: \$ 1,903.00
Total Sourcewell Purchase Price: \$ 455,431.42
FOB Palmer, AK

This pricing is in accordance with the terms and conditions set forth by and for Sourcewell Contracting.
 Reference Sewer Equipment No. 101221-SCA City of Palmer PWD Member No. 76630

SEWER EQUIPMENT CO. of AMERICA

SEWER EQUIPMENT
CO. of AMERICA



900 ECO

COMBINATION SEWER CLEANER

BEST PRODUCTS, BEST LOCAL SUPPORT



900_{ECO} Truck

Sewer Equipment Co. of America's Model 900 ECO Combination Sewer Cleaner utilizes proven technologies to deliver a machine with simplicity that is unequalled in the industry. As with our leading 747 ECO trailer jet and 800-HPR ECO truck jet, the Model 900 ECO operating platform offers the best in class fuel efficiency and noise reduction for operator safety. Sewer Equipment: Best Products, Best Local Support.



Life used to be so simple, and chances are, so was your combination truck. All indicators are that times have changed in the equipment market, and users are being forced to accept increased complexity when they purchase a new piece of equipment. Operators, mechanics and supervisors are left wondering what happened to their old truck that was so easy to operate and maintain.

At Sewer Equipment, we have been wondering the same thing. Does integrating CAN Bus communication systems, touch screen interfaces and computer controlled logic result in increased productivity, cost effectiveness, operator satisfaction, reliability, longevity or safety? In talking to most owners, the answer is an emphatic, "NO!"

Introducing the Sewer Equipment Co. of America Model 900 ECO, a machine that puts safety, simplicity and reliability back into your work day. How do we do it?

It starts with our patented "Hydro Drive" powertrain system, which powers the pump, the blower and the auxiliary hydraulic systems. When you are ready to work, simply put the truck in neutral, apply the parking brake and exit the cab. The truck remains in neutral and power is taken directly from the chassis engine, assuring operator safety during operation, as there is no transfer case to slip into gear.

We have made the operator interface as easy as 1-2-3-4. An operator must flip a switch to put the truck into "Work Mode" and from there you can engage switches for the water pump, blower and throttle. No special sequence, that's it!

The simplicity continues as our unit is also controlled via 12 volt switches, relays and solenoids, as well as manual hydraulic controls. Operators can be trained to safely operate the truck in minutes, not days or weeks. Mechanics can perform diagnostic analysis with a simple test light and a hydraulic pressure gauge, no laptop with special programs required.

The Model 900 ECO also operates at 35% lower RPM than the competition, consuming considerably less fuel than traditional designs, adding to your bottom line each year. Perhaps more importantly, lower RPM's equate to less noise emission. Complaints from residents are minimized, and operators enjoy a higher level of safety when they can hear each other and the traffic around them.

So, why has equipment become so complex? Most manufacturers in the sewer cleaning industry have chosen to use CAN Bus communication to control functions via ECU's (Electronic Control Units) on their units. In theory, this technology promises ease of operation and troubleshooting, as well as increased efficiency and productivity. However, in reality, operators are faced with a truck that requires navigation of control menus to perform simple functions, and a truck that mechanics cannot diagnose without specialized training and a laptop equipped with the proper diagnostics program. All things combined, the claim of increased efficiency and productivity quickly dissolves.

Whether you choose your next combination truck based on productivity, reliability, safety, overall value, ease of operation, ease of maintenance or any combination of these traits, the choice is simple: the Model 900 ECO.



TOLL FREE: 800.323.1604

MODEL 900



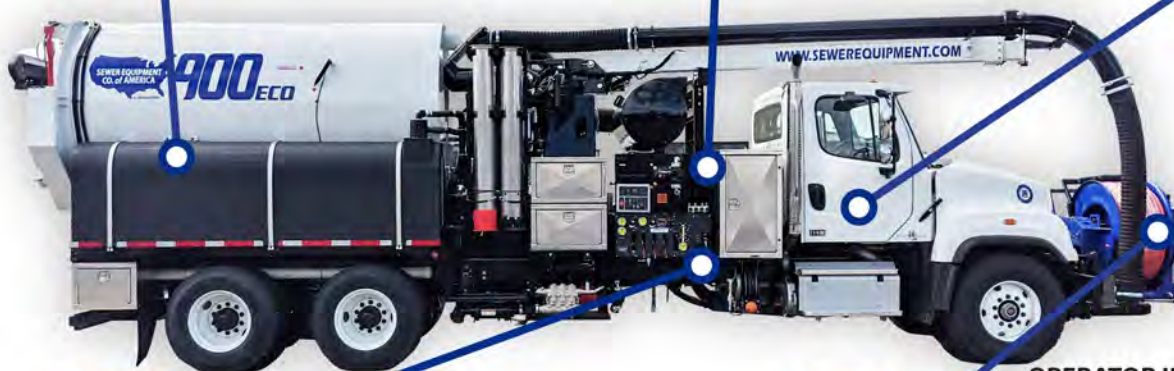
WATER TANK PROFILE: Exclusive Duraprolene™ construction offers 100% immunity to corrosion and dents for unparalleled service life and eliminates the need for draining during storage. The fully baffled construction eliminates sloshing and allows safe travel while full, or partially full of water.



POWERTRAIN: The most advanced powertrain in the industry, our exclusive "Hydro Drive" powertrain system takes all required power directly from the chassis engine. There is no need for an auxiliary engine, and unlike most other designs, our truck remains in neutral while in work mode, increasing operator peace of mind and safety, as no transfer case is needed.



START UP: Operator simplicity begins in the cab. Simply put the truck in neutral and engage the parking brake. That's it! All other jetting and vacuum functions are controlled from the operator interface on the hose reel.



CHASSIS INTEGRATION: Sewer Equipment's only interface between our module and the chassis is via the OEM throttle control port. This intentional lack of integration eliminates problems caused by CAN Bus communication issues between the chassis and module, which are typical on competitor's designs. If this seems like an insignificant detail, please ask for your fleet manager's opinion.



OPERATOR INTERFACE: Going to work is as simple as 1-2-3-4. Simply engage the following switches:

1. Work Mode - ON
2. Water Pump - ON
3. Blower - ON
4. Throttle - ON

You are now jetting and vacuuming. Compare this to the "rocket ship" controls of other equipment that include touch screens and digital displays. Our easy-to-use and easy-to-understand controls enhance safety and long term reliability, while making an operator's job more pleasant.

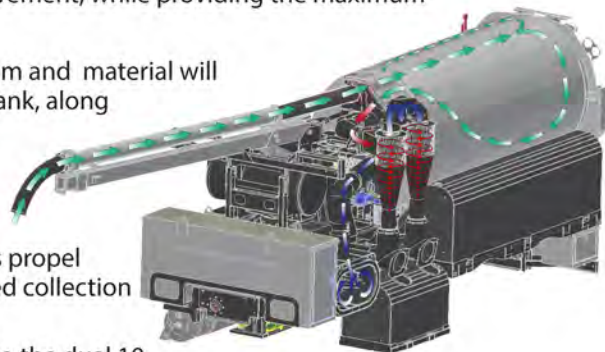
Air Flow System

The air system is the secret behind our industry leading performance. Our air system is designed to deliver industry leading air movement, while providing the maximum protection for your blower.

The first stage in the air system is the debris tank. Air will enter through the boom and material will impact the deflector plate and start to drop into the tank. The air entering the tank, along with the material, is routed from the single 8" entry point to dual 10" exit points located at each side of the entry. Thus slowing down the air flow and improving material separation.

The second stage of the air system takes the air from the tank and routes it into our cyclone separators. At this point the cyclonic action of these separators propel any remaining material to the side walls and then down into an easily maintained collection box.

In the final stage of the air system, the air moves from the cyclone separators into the dual 10 micron final filters. These washable filters will capture any remaining fine particles still in the air stream before allowing the air to pass through the positive displacement blower.



MODEL 900 ECO COMBINATION TRUCK

Water System		Truck		Hose Reel & Hose	
Cold Weather Recirculation System	S	Air Purge Winterization System	O	Front Mounted Telescoping & Rotating	S
2.5" Hydrant Fill System	S	Tow Hooks (2)	O	800' x 1" Capacity	S
Air Purge Valve	S	Combination Heavy Duty/Ball Pintle Hitch	O	10' Leader Hose	S
Variable Volume Delivery	S	Central Lubrication System	O	Single Side Controls	S
Low Water Warning Light	S	Hydraulic Tool Circuit via Hydraulic	O	Automatic Level Wind with Hydraulic Up/Down Action Hitch	O
Analog Pressure Display	S	Diverter Valve	O	Digital "SMART COUNTER" Footage Meter	O
Front and Rear Hand Gun Ports	S	Debris Tank & Rear Door		Secondary Operators Station	O
Fill Hose Storage Rack	O	6 Cubic Yard Capacity	S	Pinch Roller	O
Standard Hydro Excavation Cleaning Kit	O	9 Cubic Yard Capacity	S	Sewer Hose (1" I.D., 2500 PSI Operating Pressure) Per Ft	O
Cold Weather Hydro Excavation Cleaning Kit	O	12 Cubic Yard Capacity	S	Sewer Hose (3/4" I.D., 3000 PSI Operating Pressure) Per Ft	O
2" Y-Strainer on Inlet Fill System	O	15 Cubic Yard Capacity	S	25' x 1" Leader Hose	O
Anti-Freeze System	O	Debris Level Indicator	S	1000' x 1" Reel Capacity Upgrade	O
Water Pumps		Hydraulic Dump, 50 Degree Dump Angle	S	Electrical	
Triplex Plunger Water Pump w/ 30 Minute Run-Dry: 65 GPM @ 2000 PSI Performance	S	Dual Ported Rear Door w/ Knife Valve Dump Height 60"	S	NEMA 4 Control Panel	S
Triplex Plunger Water Pump w/ 30 Minute Run-Dry: 80 GPM @ 2000 PSI	O	Hydraulic Open/Close/Lock Door	S	Hour Meter (Blower & Water Pump)	S
Triplex Plunger Water Pump w/ 30 Minute Run-Dry: 55 GPM @ 2000 PSI	O	Debris Body Pump Off System	O	Military Spec. Sealed Switches	S
Single Piston 65 GPM @ 2500 PSI Water Pump	O	Debris Liquid Level Audible Alarm	O	Wireless Remote Control Pendant	O
Single Piston 80 GPM @ 2500 PSI Water Pump	O	Additional 6" Knife Valve on Rear Door	O	Wired Remote Control Pendant W/35' Cord	O
Accumulator for Single Piston Pump	O	Complete with Inlet Strainer	O	Enhanced Visibility Camera System	O
Water Tanks		Decant Screen on Rear Door	O	LED Rotating Beacon	O
Black Duraprolene Water Tank Construction	S	Debris Inlet Water Misting System	O	LED Strobe Light	O
Base 600 Gallon Capacity Water Tank 6 Yard	S	Positive Pressure Decant System	O	LED Arrow Board	O
Base 900 Gallon Capacity Water Tank 9 Yard	S	Boom		LED Arrow Stick	O
Base 1300 Gallon Black Duraprolene Water Tank (debris box saddle) 12 Yard	S	Hydraulic Powered Boom	S	LED Panel Mounted Work Light	O
Base 1500 Gallon Black Duraprolene Water Tank (debris box saddle) 15 Yard	S	180 Degree Working Radius	S	LED Manhole Area Work Light	O
Additional 200 Gallon Duraprolene Water Tank (driver side rail)	O	10' Extendable Design	O	LED Curbside Body Mounted Work Light	O
Additional 150 Gallons Duraprolene Water Tank (between rails) 9 Yard	O	70 Degree Steel Elbow	S	LED Boom Mounted Work Lights (2)	O
Additional 200 Gallons Duraprolene Water Tank (between rails) 12 Yard	O	Telescoping Boom System	S	LED Rear Mounted Work Lights (2)	O
Additional 250 Gallons Duraprolene Water Tank (between rails) 15 Yard	O	Vacuum System		LED Handheld Wireless 12v/110 Rechargeable	O
Upgrade Duraprolene Water Tank From 7yr to 10yr Warranty	O	4400 CFM Blower	S	Accessories	
Water Tank Low Level Audible	O	8" Vacuum Hose System	S	(3) 8" X 6' Extension Tubes	S
Manual & Training		18" Hg Vacuum Rating	S	(1) 8" X 4' Extension Tubes	S
(1) Paper Owner's Manual	S	Dual Cyclone Separator	S	(1) 6" X 10' Lay Flat Hose"	S
Additional Paper Operators Manual	O	Dual Element 10 Micron Final Filter	S	(1) 8" X 6' Crowned Suction Nozzle	S
Cd-Rom Operator's Manual	O	Variable Volume Delivery	S	(5) Quick Clamps	S
On-site Factory Training (1 day)	O	Analog Vacuum Display	S	BB Hose Guide	S
On-site Factory Training (additional per/day)	O	Remote Vacuum Relief	S	Toolbox Configurations	S
		5000 CFM Blower Upgrade	O	Tri-Star (chisel point) nozzle	S
		Toolbox Configurations		DD (high flow) nozzle	S
		(1) Alum Toolbox 24" x 36 x 96" - Behind Cab	S	Finned Nozzle Extension	S
		(2) Alum Toolbox 18" x 18" x 30" - Passenger	S	Nozzle Rack	S
		(2) Alum Toolbox 18" x 18 x 24" - Rear	S	25' Fill Hose	S
		(1) Alum Long Handle Storage - Rear	O	Upstream Pulley Guide	S
		Additional 18" x 18" x 30" Aluminum Toolbox	S	Wash down gun w/ 25' ext. Hose	S
		Bumper Mounted Aluminum Tool Box	O	(1) Fan Nozzle (for Wash down Gun)	S
		(1) 12" x 12" x 14"	O	(1) Hydrant Wrench	S
		Paint (Module)		LED D.O.T. Approved Lighting	S
		Debris Tank - Boom: Standard White	S	(6) 18" D.O.T. Safety Cones and Holder	S
		Hose Reel - Upright: Sewer Blue	S		
		All Other Colors (all colors except metallics)	O		

Legend	
Standard	S
Optional	O

MODEL	DEBRIS CAPACITY	LENGTH	WIDTH	HEIGHT	MAX WATER CAPACITY	AXLE CONFIGURATION	MAX HOSE CAPACITY	HOSE SIZE	MIN HP	BOOM EXTENSION
900 ECO	6 YARD	33' 7"	8' 5"	11' 10"	800 Gallon	Single Axle	800'	3/4" - 1"	370 HP	10'
	9 YARD	35' 7"	8' 5"	11' 10"	1350 Gallon	Single Axle	800'	3/4" - 1"	370 HP	10'
	12 YARD	38' 7"	8' 5"	11' 10"	1700 Gallon	Tandem Axle	800'	3/4" - 1"	370 HP	10'
	15 YARD	41' 7"	8' 5"	11' 10"	1950 Gallon	Tridem or Tandem w/ Pusher Axle	800'	3/4" - 1"	370 HP	10'

Part No. 92942-00-X, revised 06/2020

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Actual products may not be an exact match to product as shown.

800.323.1604
www.sewerequipment.com

**City of Palmer
Action Memorandum No. 22-021**

Subject: Direct the City Manager to execute a Commercial Operating Agreement between the City of Palmer and Alaska Skydive Center, LLC.

Agenda of: April 12, 2022

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: \$ **900.00 (\$300.00 each year for 3 years)**

This legislation (√):

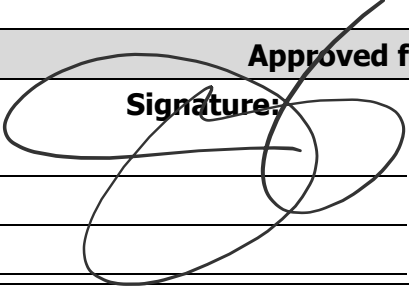
- Creates revenue in the amount of: \$ 300.00 annually
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 03-00-00-3431
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Alaska Skydive Center, LLC Commercial Operating Agreement

Summary Statement/Background:

Commercial Operating Agreement #18-001, between the Palmer Municipal Airport and Alaska Skydive Center, LLC expired on October 15, 2021. Alaska Skydive Center, LLC would like to renew the lease for another three years, with the same terms and conditions. The Alaska Skydive Center, LLC business year runs from April 15 – October 15, this agreement will begin April 15, 2022 and expire October 15, 2024.

Administration's Recommendation:

Approve Action Memorandum No. 22-021.

Alaska Skydive Center, LLC

Commercial Operating Agreement

No. 22-001



Palmer Municipal Airport
4-15-2022
City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645
907-761-1317

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Palmer Municipal Airport

Commercial Operating Agreement No. 22-001

This COMMERCIAL OPERATING AGREEMENT is made and entered into 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, and the Alaska Skydive Center, LLC.

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

Article I. PREMESIS, TERM, AND RENTALS

Section 1.01 Section 1.1 Premises and Purpose

- A. The City of Palmer does hereby grant the Alaska Skydive Center, LLC use of the Palmer Municipal Airport airside facilities and a non-exclusive use of real property more particularly described as Landing Zone LL 17A. The particular use of which is more specifically outlined in the Landing Zone Agreement No. 22-001 which is granted in conjunction with this Commercial Operating Agreement.

(See Attached Landing Zone Agreement No. 22-001)

- B. The Alaska Skydive Center, LLC shall use the airport premises for the following Aeronautical uses only, and for no other: Skydiving operation, landing zone, and viewing area for the operations of the Alaska Skydive Center, LLC, its agents, customers, and guests.
- C. Any use of the airport premises other than outlined in this agreement or the Landing Zone Agreement No. 22-001 is strictly prohibited.

Section 1.02 Section 1.2 Term and Renewal

- A. The term of the Commercial Operating Agreement and rent shall be for a period of four (4) years, commencing on the 15th day of April 2022 (the "Commencement Date") and ending on the 15th day of October 2025, subject to the terms of provisions hereof.
 - a. Provided the Alaska Skydive Center, LLC fully and faithfully performs all the covenants and conditions contained herein for the Commercial Operating Agreement and the Landing Zone Agreement No. 22-001. The City of Palmer may approve a new Lease Agreement with the Alaska Skydive Center, LLC at a future date as a replacement to this agreement. The separate Landing Zone Agreement No. 22-001 shall remain in full force and effect.
 - b. The insurance provision as provided in Section 4.2 will apply along with any other changes made in accordance with Section 4.2.
 - c. The Alaska Skydive Center, LLC will be subject to such other and further changes as are deemed necessary by the City of Palmer for the reasonable protection of the City of Palmer.

- d. In addition, this Operational Agreement shall be subject to all provisions of the Palmer Municipal Code and to the City's Regulations that pertain to the Airport in effect the time of or amended thereafter. Including but not limited to the airport regulations.

Section 1.03 Rent

- A. The Alaska Skydive Center, LLC shall pay to the City of Palmer as rent during the term of the Commercial Operating Agreement the sums as follows at the office of the City of Palmer set forth in Section 6.2 or at such other place as the City of Palmer may designate in writing.
 - a. The Alaska Skydive Center, LLC shall pay \$300.00 per year, plus tax payable in annually in advance without demand, beginning April 15, 2022, and continuing annually in advance without demand on April 15th based upon the Landing Zone Agreement No. 22-001, its extensions, modifications, or revisions.
 - b. Failure to pay rent by the tenth day after the due date shall be a default of this Commercial Operating Agreement and at the City of Palmer's discretion terminate said agreement with the Alaska Skydive Center, LLC.
 - c. Termination, modification, extension, or revision of the Landing Zone Agreement may end rent payment, modify rent payment, extend rent payment, or revise rent payment.

Article II. IMPROVEMENTS

Section 2.01 Improvements

- A. Landing Zone LZ LL 17A is a public use landing zone area that is subject to the FAA Grant Assurances, no permanent structural improvements to this area by the Alaska Skydive Center, LLC shall be permitted.

Article III. USE OF THE RENTED PREMISES

Section 3.01 Airport Purposes

- A. The Alaska Skydive Center, LLC shall have the right to conduct on the airport premises those activities stated in Section 1.1 B only, and the Alaska Skydive Center, LLC shall not use the Premises for any other purpose or activity without first obtaining the written consent of the Airport Superintendent to do so.
- B. In addition, the Alaska Skydive Center, LLC 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 use shall be consistent with the Palmer Municipal Airport Layout Plan and the Master Plan.
- C. It is the purpose of this Commercial Operating Agreement to foster and abet air commerce at Palmer Municipal Airport and it is not the intent of this Commercial Operating Agreement to provide premises for uses, which do not promote the development, and use of Palmer Municipal Airport.
- D. The Alaska Skydive Center, LLC shall not use or permit any part of the Premises to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or hazard to health, safety, or property.

- E. The Alaska Skydive Center, LLC 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 3.02 Compliance with Laws

The Alaska Skydive Center, LLC shall comply with all laws now or hereinafter in effect affecting the Premises or the Alaska Skydive Center, LLC's use thereof, including but not limited to Palmer Municipal Airport Regulations; PMC Title Seven (7); and PMC 17 all as may be amended from time to time.

Section 3.03 Hazardous Materials

- A. Neither the Alaska Skydive Center, LLC nor Alaska Skydive Center, LLC 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 Alaska Skydive Center, LLC, its agents, employees, contractors, or invitees without the prior written consent of the Airport Superintendent or the City of Palmer.
- B. As used herein, the term "Hazardous Material or Substance" shall be interpreted broadly to include, but not be 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 hereinafter in effect and as the may be amended or interpreted from time to time.

Section 3.04 Americans with Disabilities Act

The City of Palmer and the Alaska Skydive Center, LLC agree that as allowed by 28 CFRS 36.201(b), the Alaska Skydive Center, LLC shall be responsible for all compliance responsibility under the Americans with Disabilities Act (42 USC S 12101 et seq) related to the Alaska Skydive Center, LLC use and occupancy of the Premises. The Alaska Skydive Center, LLC agrees to defend, indemnify, and hold the City of Palmer 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 provision of this Section 3.4 shall survive termination of the Alaska Skydive Center, LLC right to possession of the Premises and/or termination of this Commercial Operating Agreement.

Section 3.05 Reservations and Exceptions

This Commercial Operating Agreement is made by the City of Palmer and accepted by the Alaska Skydive Center, LLC 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), underlying lease agreement, permit, patent, deed, or any other conveyance to the City of Palmer of the Premises, or of Palmer Municipal Airport, from the United States, or the State of Alaska, including their agencies. If any such condition, reservation, limitation, provision or term shall prevent, without fault of the City of Palmer, this Commercial Operating Agreement from continuing in full force and effect, the City of Palmer shall have the option to terminate this Commercial Operating Agreement immediately (and at any time) without liability to the Alaska Skydive Center, LLC therefor.

Section 3.06 Subordination of Commercial Operating Agreement to Requirements of the Federal Aviation Administration

- A. This Commercial Operating Agreement shall be subordinated to the provisions of any existing or future agreements between the City of Palmer 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 City of Palmer has undertaken and may in the future undertake certain obligations respecting its operation of Palmer Municipal Airport and activities of its contractors, Lessees, and permittees thereon. The performance by the Alaska Skydive Center, LLC of the covenants, promises, and obligations contained in this Commercial Operating Agreement is therefore a special consideration and inducement to this Commercial Operating Agreement. The Alaska Skydive Center, LLC 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 the Alaska Skydive Center, LLC of its obligations under this Commercial Operating Agreement, the Alaska Skydive Center, LLC shall promptly comply therewith, at the time or times when and to the extent that the City of Palmer may direct.

Section 3.07 Aircraft on Premises

The Alaska Skydive Center, LLC shall provide the Airport Superintendent 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 Superintendent shall deem necessary.

Section 3.08 Discriminatory Acts Prohibited

- A. The Alaska Skydive Center, LLC shall furnish any service to be rendered in connection with or upon the Premises on a fair, equal and not unjustly discriminatory basis to all users thereof. In performing such services, the Alaska Skydive Center, LLC shall charge fair, reasonable, and not unjustly discriminatory prices or rates for each unit of service furnished, provided the Alaska Skydive Center, LLC may take reasonable and nondiscriminatory discounts, rebates, or other similar typed of price reductions to volume users or purchasers.
- B. The Alaska Skydive Center, LLC, in its use an 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 Commercial Operating Agreement, any extension, or any holdover period.
- C. The City of Palmer upon ten (10) days' notice to the Alaska Skydive Center, LLC either correct or justify any practice or charged allegation as a violation.
- D. In any proceeding whatsoever the burden of justification shall be on the Alaska Skydive Center, LLC to show that the practice or charge complies with the requirements of this section. The Alaska Skydive Center, LLC, within ten (10) days after receipt of the notice, shall comply with the request or submit to the City of Palmer its justification in writing. The City shall submit its findings and decision as to any alleged violation within fifteen (15) days after the receipt of the

Alaska Skydive Center, LLC justification, and such findings and decision of the City shall be final. Unless the Alaska Skydive Center, LLC shall notify in writing the City within ten (10) days of its objections to any request for compliance or to any adverse findings and decision, the Alaska Skydive Center, LLC shall waive any defense that the alleged violation is justified.

- E. The City, at its option, may forthwith terminate this Commercial Operating Agreement without any liability to the Alaska Skydive Center, LLC thereunder for failure by the Alaska Skydive Center, LLC without justification to comply with the City's request for compliance within the time set forth in the request or the findings and decision to correct the alleged violation.

Section 3.09 Affirmative Action

- A. The Alaska Skydive Center, LLC assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure 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 Alaska Skydive Center, LLC 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 Alaska Skydive Center, LLC assures that it will require its covered sub-organizations provide assurances to the City 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 City upon ten (10) days' notice to the Alaska Skydive Center, LLC of any violation of subsection A shall request that the Alaska Skydive Center, LLC 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 Alaska Skydive Center, LLC with ten (10) days after receipt of the notice, shall comply with the request or submit to the City its justification in writing. The City shall submit its findings and decision as to any alleged violation within fifteen (15) days after receipt of the Alaska Skydive Center, LLC 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 Alaska Skydive Center, LLC shall waive any defense that the alleged violation is justified.
- C. The City, at its option, may forthwith terminate this Commercial Operating Agreement without any liability to the Alaska Skydive Center, LLC thereunder for any failure by the Alaska Skydive Center, LLC without justification to comply with City'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. The Alaska Skydive Center, LLC shall clean and maintain the area designated as Landing Zone LZ LL 17A and keep in good order and keep the Premises in a neat, safe, clean, and environmentally sound and orderly condition. Such obligation shall include, but not be limited to, the prevention of the accumulation of any refuse or waste materials whatsoever which might be or constitute a public safety or health concern.
- B. If the Alaska Skydive Center, LLC does not properly maintain the Premises, the Airport Superintendent shall notify the Alaska Skydive Center, LLC in writing of those areas that are not being properly maintained.

- C. If, however, after 30 days, the Alaska Skydive Center, LLC fails to maintain the area properly, the City may cause to have such cleaning, repair and maintenance made and invoice the Alaska Skydive Center, LLC for the cleaning, repair and maintenance completed.
- D. If said costs are not paid promptly by the Alaska Skydive Center, LLC, the Commercial Operating Agreement shall be deemed to be in default, and City shall be entitled to all legal remedies provided hereunder.

Section 3.11 Signs

The Alaska Skydive Center, LLC shall not place or erect any sign of any nature on any part of the Premises without the prior consent of the Airport Superintendent or the City of Palmer.

Section 3.12 Quiet Possession

The Alaska Skydive Center, LLC, upon paying rent and observing the conditions and terms of this Commercial Operating Agreement, shall and may always have during the term of this Commercial Operating Agreement peaceful and quiet enjoyment and possession of the Premises, except as otherwise set forth in this Commercial Operating Agreement.

Section 3.13 The Alaska Skydive Center, LLC option to Terminate

- A. Should any government body, agency, or official, other than the City, 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 Alaska Skydive Center, LLC, the Alaska Skydive Center, LLC shall have the option to terminate this Commercial Operating Agreement on thirty (30) days written notice to the City.
- B. Upon such termination, this Commercial Operating Agreement shall be at an end, and neither party shall have any liability for such termination.
- C. The City shall notify the Alaska Skydive Center, LLC in writing, of the prohibition, or intended prohibition, and the failure of the Alaska Skydive Center, LLC to exercise the option to terminate within thirty (30) days shall extinguish the Alaska Skydive Center, LLC option to terminate.

Section 3.14 City of Palmer's Option to Terminate

- A. The Alaska Skydive Center, LLC hereby grants to the City 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 Commercial Operating Agreement.
- B. If this Commercial Operating Agreement is cancelled under the provisions of this Section, the City shall reimburse to the Alaska Skydive Center, LLC an unused portion of prepaid rent.

Section 3.15 Right of Entry and Access

- A. The Alaska Skydive Center, LLC hereby grants to the City, its contractors, employees, agents, and assigns, the irrevocable right, permission, and authority to enter and upon all or part of the Premises for the purpose of:
 - a. Inspecting the Premises.
 - b. Cleaning, repairing, maintaining, altering, or improving the Premises as the City may deem necessary.
 - c. Abating any nuisance or hazardous condition on the Premises, and/or
 - d. 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. The City shall use reasonable efforts to coordinate any anticipated access or utility or other interruptions with the Alaska Skydive Center, LLC to reasonable reduce the effect of any disruption of the enjoyment and use of the Premises.
- C. The right of access and entry reserved herein does not impose, or does the City assume by reason thereof, any responsibility for the care, maintenance, or supervision of the Premises. The Alaska Skydive Center, LLC shall not be entitled to any abatement or reduction in rent by reason of the City's access nor shall such access or entry be deemed an actual or constructive eviction.

Article IV. INDEMNIFICATION AND INSURANCE

Section 4.01 Indemnification

The Alaska Skydive Center, LLC shall indemnify, defend and hold the City 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 the Alaska Skydive Center, LLC, 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 Commercial Operating Agreement, or any use or occupancy hereunder, however occurring, including any acts, negligent or otherwise, and any omissions (negligent or otherwise), by the Alaska Skydive Center, LLC, its agents, independent contractors, or employees, unless caused by or resulting from the sole negligence of the City or any of City's agents or employees.

Section 4.02 Insurance

- A. The Alaska Skydive Center, LLC, at its own expense, shall always secure and maintain in full force during the term of this Commercial Operating Agreement:
 - a. *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 the Alaska Skydive Center, LLC, its officers, contractors, licensees, agents, employees, guests, invites, and authorized representatives, arising out of and/or in connection with the Alaska Skydive Center, LLC use or occupancy of the Premises; or
 - b. *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.
 - c. *Third party Aircraft Liability*. If applicable, third-party aircraft liability insurance with a single combined liability limit of not less than \$1,000,000 per occurrence.
- B. This insurance required under this Section shall:
 - a. Name the City of Palmer as an "additional insured."
 - b. Contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) days prior written notice.
 - c. 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.
 - d. Include a waiver of subrogation clause by which the insurer waives all rights of subrogation against the City for payments made under the policy; and
 - e. Not contain a damage deductible for every loss that exceeds \$10,000.
- C. The Alaska Skydive Center, LLC shall provide the City with proof of insurance coverage in the form of a certificate of insurance, and if requested by the City, The Alaska Skydive Center, LLC

shall provide the City with a copy of the policy(ies). Failure to maintain such insurance in effect shall constitute grounds for immediate termination of this Commercial Operating Agreement. The City may at its option purchase said insurance and charge the expense thereof to the Alaska Skydive Center, LLC, which expense the Alaska Skydive Center, LLC shall assume and pay.

- D. To reasonable protect itself, the City may adjust these minimum insurance requirements and add types of insurance or both by giving the Alaska Skydive Center, LLC written notice of such adjustment forty-five (45) days prior notice.
- E. The requirements of insurance coverage do not relieve the Alaska Skydive Center, LLC from any other obligation under this Commercial Operating Agreement.

Article V. DEFAULT AND ENFORCEMENT

Section 5.01 Default Defined

The occurrence of one or more of the following shall be deemed a default by the Alaska Skydive Center, LLC and a breach of this Commercial Operating Agreement:

- 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 the City to the Alaska Skydive Center, LLC.
- 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 4.2 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 Commercial Operating Agreement for a period of thirty (30) days after written notice of such failure is given by the City to the Alaska Skydive Center, LLC or, in the case of a default not reasonable susceptible of being cured withing 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 Alaska Skydive Center, LLC
- F. The issuance of two (2) written notices for defaults or breaches within this three-month period, regardless of whether the default or breach was cured within the applicable time period.

Section 5.02 City of Palmer Remedies on Default

Upon the occurrence of any default of the Alaska Skydive Center, LLC as described in Section 5.1 or elsewhere in this Commercial Operating Agreement, The City shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- A. The City may, at its election, terminate this Commercial Operating Agreement and terminate the Alaska Skydive Center, LLC right to use the Palmer Municipal Airport.
- B. Upon termination of this Commercial Operating Agreement, the Alaska Skydive Center, LLC shall surrender possession and vacate the Premises and airport grounds immediately, and deliver possession thereof to the City, and the Alaska Skydive Center, LLC hereby grants to the City full and free license to enter into and upon the Premises in such event with or without process of

law and to expel or remove the Alaska Skydive Center, LLC and any others who may occupy or be within the Premises and to remove 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, the Alaska Skydive Center, LLC hereby waiving any right to claim damage for such entry and expulsion and without relinquishing the City's right to rent or any other right given to the City hereunder or by operation of law.

- C. Any and all property which may be removed from the Premises by the City pursuant to the authority of this Commercial Operating Agreement or of law or in equity, to which the Alaska Skydive Center, LLC is or may be entitled, may be handled, removed and stored, as the case may be, by or in the direction of the City at the risk, cost and expense of the Alaska Skydive Center, LLC, and the City shall in no event be responsible for the value, preservation or safekeeping thereof.
 - a. The Alaska Skydive Center, LLC shall pay to the City, upon demand, all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the City's possession or under the City's control.
 - b. Any such property of the Alaska Skydive Center, LLC not retaken by the Alaska Skydive Center, LLC from storage within thirty (30) days after removal from the Premises shall conclusively be presumed to have been conveyed by the Alaska Skydive Center, LLC to the City under this Commercial Operating Agreement as a bill of sale without further payment or credit by the City to the Alaska Skydive Center, LLC; provided, however, the City 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 the City.

Section 5.03 City's Failure to Enforce and Non-waiver

- A. Failure by the City to insist the strict performance of any term, condition, or covenant of this Commercial Operating Agreement 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 Commercial Operating Agreement required to be performed by the Alaska Skydive Center, LLC, and breach thereof, shall not be waived, altered, or modified, except by written instrument executed by the City.
- C. Waiver of any breach shall not affect or alter any term, condition, or covenant of this Commercial Operating Agreement, and each such term, condition or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by the City as provided in this Commercial Operating Agreement.

Article VI. GENERAL COVENANTS

Section 6.01 Surrender of Premises

At the expiration of any Commercial Operating Agreement term, upon termination of this Commercial Operating Agreement, upon reentry by the City or otherwise, the Alaska Skydive Center, LLC shall peacefully and quietly surrender the Premises in as good a condition as it was at the beginning of their initial application for Palmer Municipal Airport Landing Zone use dated January 11, 2018. Reasonable use and wear excepted.

Section 6.02 Notices

Any notices required to be sent in accordance with the terms of this Commercial Operating Agreement, 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:

City's address: City Manager
 City of Palmer
 231 W. Evergreen Avenue
 Palmer, Alaska 99645

Renter's address: Alaska Skydive Center, LLC
 800 E. Aircraft Road, Suite 7
 Palmer, Alaska 99645

Section 6.03 Operational Procedures

Operational procedures outlined below must be followed by the Alaska Skydive Center, LLC, and failure to follow operational procedures may, at the City's option, be cause for termination of this agreement.

- A. All operations will be in accordance with all FAA rules and regulations, inclusive of but not limited to: AC90-66A, AC105-2, FAA Part 105, and FAA FAR Part 91, as may be amended.
- B. All requirements established by the U.S. Parachute Association and the U.S. Parachute Association Skydiving Information Manual, as may be amended.
- C. All operations will not interfere with the safe and effective use of any aeronautical activity on the airport.
- D. All ground movement within the airfield operations area will utilize a vehicle with an operating yellow strobe and maintain/monitor 2-way radio communication with the Flight Service Station on 123.6 (CTAF) utilizing call sign Sky Dive 1, 2, or 3.
- E. NOTAMS will be published by the Flight Service Station. It will be the responsibility of the Alaska Skydive Center, LLC to notify the Flight Service Station as early as possible, but no later than 4 hours prior to any jumps to provide sufficient time to activate the NOTAM allowing for maximum situation awareness of Palmer air traffic.
- F. The landing zone will be as specified on Landing Zone Agreement 18-001.
- G. Current City of Palmer Business License.
- H. Annually, provide to the Airport Superintendent any material changes regarding the operations of Alaska Skydive Center, LLC, its pilots and instructors, aircraft information along with any associated licenses, certificates, certifications, and training.

Section 6.04 Rights or Remedies

No right or remedy herein conferred upon or reserved to the City 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 6.05 Non-Assignment

This Commercial Operating Agreement shall not be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto, unless consented to by the City.

Section 6.06 Applicable Law and Forum

This Commercial Operating Agreement and the respective rights and the obligations of the parties shall be construed and interpreted in accordance with the laws of the State of Alaska. Any civil action concerning this Commercial Operating Agreement shall be brought in the United States District Court for the District of Alaska or the Superior Court Third Judicial District Palmer, Alaska, only.

Section 6.07 Severability

The invalidity or unenforceability of any particular provision of this Commercial Operating Agreement shall not affect any remaining provisions hereof, and, in any such event this Commercial Operating Agreement shall be construed and interpreted in all respects as if such invalid or unenforceable provision were omitted.

Section 6.08 Review

The Alaska Skydive Center, LLC has been advised to have this Commercial Operating Agreement reviewed by their own attorney. The parties agree that this Commercial Operating Agreement shall not be construed more strictly against one party than the other nor shall this Commercial Operating Agreement be construed against the City.

Section 6.09 Joint and Several Liability

The obligations of the Alaska Skydive Center, LLC are joint and several.

Section 6.10 Entire Agreement

This written Commercial Operating Agreement in conjunction with the Landing Zone Agreement No. 22-001 constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous agreements, oral or written, between the parties not included herein. No modifications, amendments, deletions, additions, or alterations of this Commercial Operating Agreement shall be effective unless in writing and signed by all the parties hereto or such representatives of the parties as have duly authorized to make such change.

CITY OF PALMER

John Moosey, City Manager

Date

ALASKA SKYDIVE CENTER, LLC

Shannon Jardine, Managing Member

Date

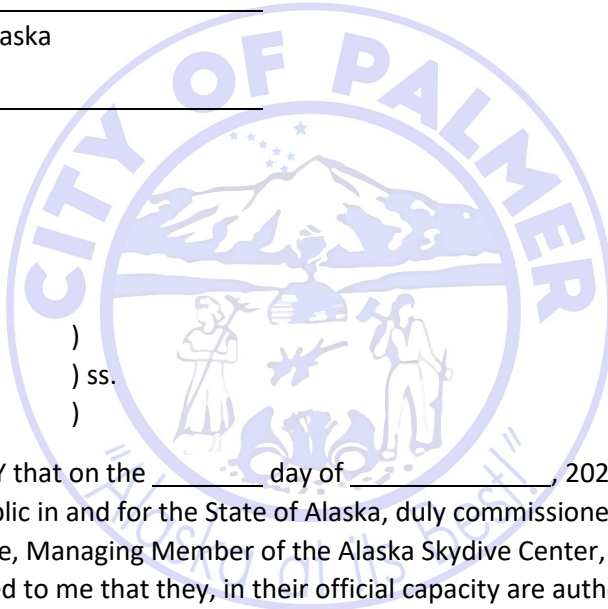
NOTARY

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, John Moosey, known to me to be the identical individual described in and who executed the within and foregoing COMERCIAL OPERATING 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 mention.

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

Notary Public in and for Alaska
My commission expires: _____



NOTARY

STATE OF ALASKA)
) 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, Shannon Jardine, Managing Member of the Alaska Skydive Center, LLC named in the forgoing instruments, acknowledged to me that they, in their official capacity are 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.

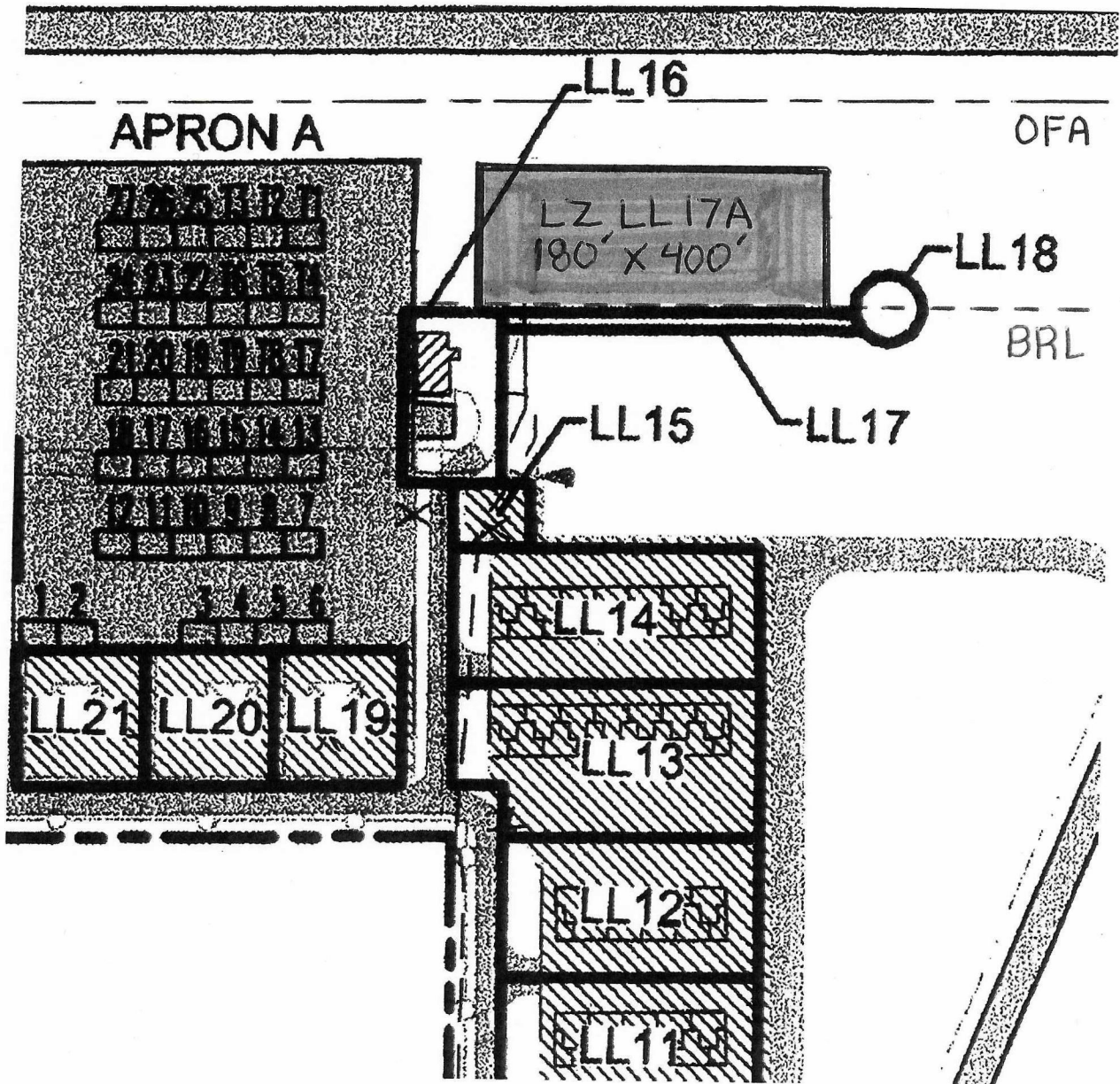
Notary Public in and for Alaska
My commission expires: _____

EXHIBIT A

Drop Zone: Alaska Skydive Center, LLC

Area: Approximately 1.65 Acres (72,000) Square Feet 180' X 400'

Description: LZ LL 17A



**City of Palmer
Action Memorandum No. 22-022**

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection of the license renewal of Caboose Lounge #1194.

Agenda of: April 12, 2022

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 (√):

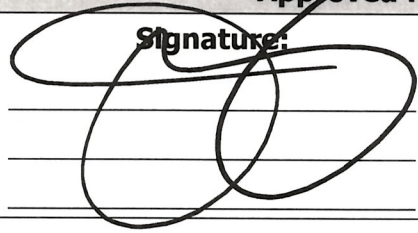
- Creates revenue in the amount of: \$ unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

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. #1194 Liquor License Review Form
2. #1194 New LGB Renewal Notice
3. #1194 Complete Renewal Packet

Summary Statement/Background:

The Caboose Lounge has applied for a liquor license renewal. Per State law a local governing body may protest the approval of an application pursuant to AS 04.11.480 by providing the applicant with a clear and concise written statement of the reason for the protest or may voice a non-objection to a request.

Administration's Recommendation:

Approve Action Memorandum No. 22-022.

City of Palmer • Liquor License Review Form

BUSINESS NAME: Caboose Lounge **OWNER:** Michelle Kincaid & David Kloep
LICENSE TYPE: Beverage Dispensory
LOCATION: 606 S. Alaska Street, Suite #365 Palmer, AK 99645

Route to: Department of Finance

Department of Finance

Business License/Sales Tax/
Utilities/Assessments Current: Yes No

If no, explain: _____

Other Comments: _____

Andrew _____ Mar 18, 2022
Finance Director Date

Route to: Department of Community Development

Department of Community Development

Code (PMC/Bldg/Fire) Compliant: Yes No

If no, explain: _____

Other Comments: _____

Bred Hansen _____ Mar 18, 2022
Bred Hansen (Mar 18, 2022 15:32 AKDT)
Community Development Director Date

Route to: Police Department

Police Department

Excessive Calls: Yes No

If yes, explain: _____

Other Comments: _____

BASE _____ Mar 18, 2022
Chief of Police Date

TO COUNCIL FOR AGENDA OF: April 12, 2022



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 15, 2022

Matanuska – Susitna Borough

ViaEmail:license.reviews@matsugov.us;alex.strawn@matsugov.us;keliEFF@palmerak.org;
jmoosey@palmerak.org

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Beverage Dispensary	License	1194
Licensee:	Michelle & David’s Caboose Lounge, Inc		
Doing Business As:	Caboose Lounge		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED
3/15/2022
ABC BOARD

LIQUOR LICENSE
2022 - 2023
TEMPORARY

1194

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

[Empty box for license type details]

LICENSE FEE: \$2,500.00

1104

CITY / BOROUGH: Palmer
Matanuska-Susitna Borough

D/B/A: Caboose Lounge
606 S Alaska Street
Mail Address:
Michelle & David's Caboose Lounge, Inc.
606 S. Alaska Street, unit 565
Palmer, AK 99652

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD



DIRECTOR

04-900 (REV 7/21)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED
3/15/2022
ABC BOARD

LIQUOR LICENSE
2022 - 2023
TEMPORARY

1194

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

[Empty box for license type details]

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Palmer
Matanuska-Susitna Borough

D/B/A: Caboose Lounge
606 S Alaska Street
Mailing Address:
Michelle & David's Caboose Lounge, Inc.
606 S. Alaska Street, unit 565
Palmer, AK 99652

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 7/21)



Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information

Licensee (Owner):	Michelle + David's Caboose Lounge Inc.	License #:	1194
License Type:	Beverage Dispensary		
Doing Business As:	Caboose Lounge		
Premises Address:	606 S. Alaska St, Suite 365, Palmer AK 99645		
Local Governing Body:	Mat-Su Borough (Palmer)		
Community Council:	Palmer City Council		

If your mailing address has changed, write the NEW address below:

Mailing Address:	N/A Same			
City:		State:		ZIP:

Section 1 - Licensee Contact Information

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Michelle Kincaid	Contact Phone:	907-232-3330
Contact Email:	me@kvh.net		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	David Kloep	Contact Phone:	907-232-7448
Contact Email:	k@kvh.net		

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			



Form AB-17: 2022/2023 License Renewal Application

Section 2 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	56203D
-----------------------	--------

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Michelle Kincaid				
Title(s):	Pres	Phone:	907-232-3330	% Owned:	50
Mailing Address:	P.O. Box 520687				
City:	Big Lake	State:	AK	ZIP:	99652

Name of Official:	David Kloep				
Title(s):	Sec 1 Treas	Phone:	AK	% Owned:	50
Mailing Address:	P.O. Box 520687				
City:	Big Lake	State:	AK	ZIP:	99652

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	



Form AB-17: 2022/2023 License Renewal Application

Section 3 – Sole Proprietor Ownership Information

Corporations, LLC's and Partnerships of ALL kinds should skip this section.

READ BEFORE PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an: Applicant Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: Applicant Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

Section 4 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- | | | |
|---|-------------------------------------|-------------------------------------|
| | 2020 | 2021 |
| 1. The license was regularly operated continuously throughout each year. (Year-round) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was only operated during a specific season each year. (Seasonal)
<i>If your operation dates have changed, list them below:</i>
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
<i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/> | <input type="checkbox"/> |

If you have not met the minimum number of hours of operation in 2020 and/or 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.

Section 5 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021? Yes No

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

AMCO

DEC 28 2021



Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 License Renewal Application

Section 6 - Certifications

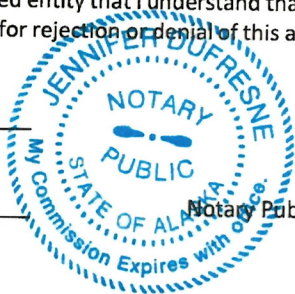
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application... I certify that all current licensees... I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL)... I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course... I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises...

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

Signature of licensee

Michelle Kincaid



Signature of Notary Public

Notary Public in and for the State of: Alaska

My commission expires: with office

Subscribed and sworn to before me this 28th day of December, 2021.

- Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
Recreational Site applications must include a completed Recreational Site Statement
Tourism applications must include a completed Tourism Statement
Wholesale applications must include a completed AB-25: Supplier Certification
Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

Table with 4 columns: License Fee, Application Fee, Misc. Fee, Total Fees Due. Values: \$2,500, \$300.00, \$, \$2,800.

AMCO

DEC 28 2021

Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	MICHELLE & DAVID'S CABOOSE LOUNGE, INC.

Entity Type: Business Corporation

Entity #: 56203D

Status: Good Standing

AK Formed Date: 6/20/1995

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: 606 S. ALASKA ST., SUITE # 365, PALMER, AK 99645

Entity Physical Address: 606 S. ALASKA ST., SUITE # 365, PALMER, AK 99645

Registered Agent

Agent Name: Michelle Kincaid

Registered Mailing Address: PO BOX 520687, BIG LAKE, AK 99652

Registered Physical Address: 19201 W. ARCTIC TERN LN, BIG LAKE, AK 99652

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former Owned
	DAVID KLOEP	Secretary, Shareholder, Treasurer	50.00
	MICHELLE KINCAID	Director, President, Shareholder	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
6/20/1995	Creation Filing		
9/11/1995	Biennial Report		
1/07/1997	Biennial Report	Click to View	
12/07/1998	Biennial Report	Click to View	
2/27/2001	Biennial Report	Click to View	
5/22/2003	Biennial Report	Click to View	
5/23/2005	Biennial Report	Click to View	
1/03/2007	Biennial Report	Click to View	
2/09/2009	Biennial Report	Click to View	

Date Filed	Type	Filing	Certificate
1/04/2012	Biennial Report	Click to View	
1/04/2012	Agent Change	Click to View	
10/13/2012	Biennial Report	Click to View	
12/29/2014	Biennial Report	Click to View	
10/08/2016	Biennial Report	Click to View	
10/08/2018	Biennial Report	Click to View	
10/31/2020	Biennial Report	Click to View	

[Close Details](#)

[Print Friendly Version](#)

License Detail

LICENSE DETAILS

License #: 292382

[Print Business License](#)

Business Name: MICHELLE & DAVID'S CABOOSE LOUNGE, INC.

Status: Active

Issue Date: 12/09/2002

Expiration Date: 12/31/2022

Mailing Address: 606 S ALASKA ST STE 365
PALMER, AK 99645

Physical Address: 606 S ALASKA ST STE 365
PALMER, AK 99645

Owners

MICHELLE & DAVID'S CABOOSE LOUNGE, INC.

Activities

Line of Business

72 - Accommodation and Food Services

72 - Accommodation and Food Services

NAICS

722110 - FULL-SERVICE RESTAURANTS

722410 - DRINKING PLACES (ALCOHOLIC BEVERAGES)

Professional License #

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)

[Print Friendly Version](#)

**City of Palmer
Action Memorandum No. 22-023**

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection of the license renewal of Iron Horse Liquor #1195.

Agenda of: April 12, 2022

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 (√):

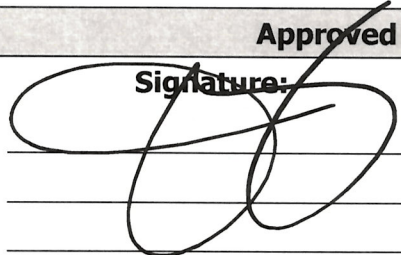
- Creates revenue in the amount of: \$ unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

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. #1195 Liquor License Review Form
2. #1195 New LGB Renewal Notice
3. #1195 Complete Renewal Packet

Summary Statement/Background:

The Iron Horse Liquor has applied for a Package Store license renewal. Per State law a local governing body may protest the approval of an application pursuant to AS 04.11.480 by providing the applicant with a clear and concise written statement of the reason for the protest or may voice a non-objection to a request.

Administration's Recommendation:

Approve Action Memorandum No. 22-023.

City of Palmer • Liquor License Review Form

BUSINESS NAME: Iron Horse Liquor, Inc **OWNER:** Michelle Kincaid & David Kloep
LICENSE TYPE: Package Store
LOCATION: 606 S Alaska Street Palmer, AK 99645


Route to: Department of Finance

Department of Finance

Business License/Sales Tax/
Utilities/Assessments Current: Yes No

If no, explain: _____

Other Comments: _____

 Mar 18, 2022
Finance Director Date


Route to: Department of Community Development

Department of Community Development

Code (PMC/Bldg/Fire) Compliant: Yes No

If no, explain: _____

Other Comments: _____

 Mar 18, 2022
Brad Hanson (Mar 18, 2022 15:32 AKDT)
Community Development Director Date


Route to: Police Department

Police Department

Excessive Calls: Yes No

If yes, explain: _____

Other Comments: _____

 Mar 18, 2022
Chief of Police Date

TO COUNCIL FOR AGENDA OF: April 12, 2022



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 15, 2022

Matanuska – Susitna Borough

ViaEmail:license.reviews@matsugov.us;alex.strawn@matsugov.us;keliEFF@palmerak.org;
jmoosey@palmerak.org

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Package Store	License	1195
Licensee:	Iron Horse Liquor, Inc		
Doing Business As:	Iron Horse Liquor		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
3/15/2022
ABC BOARD

LIQUOR LICENSE
2022 - 2023
TEMPORARY

1195

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store

LICENSE FEE: \$1,500.00

1150

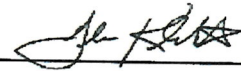
CITY / BOROUGH: Palmer
Matanuska-Susitna Borough

D/B/A: Iron Horse Liquor
606 S Alaska Street
Mail Address:
Iron Horse Liquor, Inc.
606 S. Alaska Street, Ste 565
Palmer, AK 99645

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD



DIRECTOR

04-900 (REV 7/21)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
3/15/2022
ABC BOARD

LIQUOR LICENSE
2022 - 2023
TEMPORARY

1195

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store

LICENSE FEE: \$1,500.00

CITY / BOROUGH: Palmer
Matanuska-Susitna Borough

D/B/A: Iron Horse Liquor
606 S Alaska Street
Mailing Address:
Iron Horse Liquor, Inc.
606 S. Alaska Street, Ste 565
Palmer, AK 99645

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 7/21)



Alaska Alcoholic Beverage Control Board

Form AB-17b: 2022/2023 Package Store Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information

Licensee (Owner):	Iron Horse Liquor, Inc	License #:	1195
License Type:	Package Store		
Doing Business As:	Iron Horse Liquor		
Premises Address:	606 S. Alaska St. Suite 803 Palmer AK 99645		
Local Governing Body:	Mat-Su Borough / Palmer		
Community Council:	Palmer City Council		

If your mailing address has changed, write the NEW address below:

Mailing Address:	n/a Same		
City:	State:	ZIP:	

Section 1 – Licensee Contact Information

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Michelle Kincaid	Contact Phone:	907-232-3336
Contact Email:	me@akvh.net		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	David Kloop	Contact Phone:	907-232-7448
Contact Email:	K@akvh.net		

Name of Contact:		Contact Phone:	
Contact Email:			

Section 2 – Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?

YES NO





Form AB-17b: 2022/2023 License Renewal Application

Section 3 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	411850
-----------------------	--------

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Michelle Kincaid			
Title(s):	Pres	Phone:		% Owned: 50
Mailing Address:	P.O. Box 520687, Big Lake AK 99652			
City:	Big Lake	State:	AK	ZIP: 99652

Name of Official:	David Kloep			
Title(s):	Sec 1 Treas	Phone:		% Owned: 50
Mailing Address:	P.O. Box 520687			
City:	Big Lake	State:	AK	ZIP: 99652

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:



Alaska Alcoholic Beverage Control Board

Form AB-17b: 2022/2023 License Renewal Application

Section 4 – Sole Proprietor Ownership Information

Corporations, LLC's and Partnerships of ALL kinds should skip this section.

READ BEFORE PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

Form for individual owner information, including fields for Name, Mailing Address, City, State, ZIP, and Email. Includes checkboxes for Applicant or Affiliate.

Form for individual owner information, including fields for Name, Mailing Address, City, State, ZIP, and Email. Includes checkboxes for Applicant or Affiliate.

Section 5 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- List of 4 license operation scenarios with checkboxes for 2020 and 2021. Scenario 1 is checked for both years.

Section 6 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021?

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.



DEC 28 2021



Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 License Renewal Application

Section 7 - Certifications

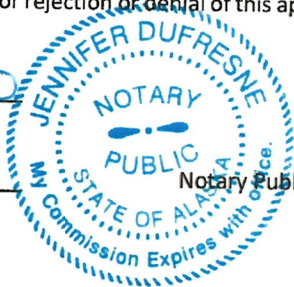
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application... I certify that all current licensees... I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL)... I certify that all licensees, agents, and employees who sell or serve alcoholic beverages... I certify that I have not altered the functional floor plan...

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

Signature of licensee

Printed name of licensee



Signature of Notary Public

Notary Public in and for the State of: Alaska

My commission expires: with

Subscribed and sworn to before me this 28th day of December, 2021.

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

Table with columns: License Fee (\$1500-), Application Fee (\$300.00), Misc. Fee (\$), Total Fees Due (\$1,800-)

AMCO

DEC 28 2021

Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	IRON HORSE LIQUOR, INC.

Entity Type: Business Corporation

Entity #: 41185D

Status: Good Standing

AK Formed Date: 11/27/1987

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: 606 S. ALASKA ST., SUITE #803, PALMER, AK 99645

Entity Physical Address: 606 S. ALASKA ST., SUITE #803, SUITE 801, PALMER, AK 99645

Registered Agent

Agent Name: Michelle Kincaid

Registered Mailing Address: PO BOX 520687, PALMER, AK 99652

Registered Physical Address: 19201 W ARCTIC TERN LANE, Big Lake, AK 99652

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former	Owned
	David Kloep	Director, Secretary, Treasurer, Shareholder		50.00
	Michelle Kincaid	Director, President, Shareholder		50.00

Filed Documents

Date Filed	Type	Filing	Certificate
11/27/1987	Creation Filing		
12/16/1988	Biennial Report		
4/24/1991	Biennial Report		
2/29/1992	Biennial Report		
1/25/1993	Biennial Report	Click to View	
1/12/1995	Biennial Report	Click to View	
2/04/1997	Biennial Report	Click to View	
12/22/1998	Biennial Report	Click to View	
2/27/2001	Biennial Report	Click to View	

Date Filed	Type	Filing	Certificate
5/22/2003	Biennial Report	Click to View	
5/23/2005	Biennial Report	Click to View	
1/03/2007	Biennial Report	Click to View	
2/09/2009	Biennial Report	Click to View	
1/05/2012	Agent Change	Click to View	
1/05/2012	Biennial Report	Click to View	
12/12/2012	Biennial Report	Click to View	
12/29/2014	Biennial Report	Click to View	
10/08/2016	Biennial Report	Click to View	
10/08/2018	Biennial Report	Click to View	
10/31/2020	Biennial Report	Click to View	

[Close Details](#)

[Print Friendly Version](#)

License Detail

LICENSE DETAILS

License #: 53009

[Print Business License](#)

Business Name: IRONHORSE LIQUOR, INC

Status: Active

Issue Date:

Expiration Date: 12/31/2022

Mailing Address: 606 S ALASKA ST
PALMER, AK 99645-6342Physical Address: 606 S ALASKA STREET
SUITE 801
PALMER, AK 99652

Owners

IRONHORSE LIQUOR, INC.

Activities

Line of Business NAICS

42 - Trade 453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

Professional License #

Endorsements

End #	Issue	Renew	Expiration	Action End	Action Note	Address
1	11/14/2002		12/31/2004			606 S ALASKA STREET, PALMER, AK 99652
2	10/8/2018	10/31/2020	12/31/2022			606 S ALASKA ST, PALMER, AK 99652

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)[Print Friendly Version](#)

**City of Palmer
Action Memorandum No. 22-024**

Subject: Approve the Sub-Lease of Lease Lot 28, Block 3, Palmer Municipal Airport between Michael Meekins and Diane Meekins d.b.a Meekins' Air Service to Steve Odean d.b.a. Advanced Aero Technologies Group.

Agenda of: April 12, 2022

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 (√):

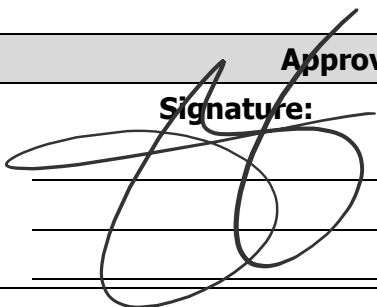
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

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

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

PMA #22-001 Meekins' Sub Lease Agreement

PMA #21-002 Meekins' Lease Agreement

Summary Statement/Background:

Michael Meekin d.b.a. Meekins' Air Service has requested the approval from Palmer City Council to sub-lease his current lease of Lot 28, Block 3, Palmer Municipal Airport to Steve Odean d.b.a. Advanced Aero Technologies Group per Section 5.1 of PMA Lease Agreement No. 21-002. Mr. Meekins' lease is valid through June 30, 2041.

Administration's Recommendation:

Approve Action Memorandum No. 22-024.

Meekins' Air Service

Sub Lease Agreement

No. 22-001

Palmer Municipal Airport

4-12-2022

231 W Evergreen Avenue

Palmer, Alaska 99645

907-761-1317

SUB-LEASE OF PALMER AIRPORT HANGAR UNIT

This Sub-Lease is made and executed this ____ day of _____, 20____, by and between MEEKINS' AIR SERVICE C/O MICHAEL MEEKIN and DIANE MEEKIN, whose address is P.O. BOX 491 PALMER, AK 99645, hereinafter referred to as Sub-Lessor, and ADVANCED AERO TECHNOLOGIES GROUP C/O STEVE ODEAN, whose address is 631 BUSS AVENUE GREELEY, CO 80631, hereinafter referred to as Sub-Lessee (whether one or more). The purpose of this Agreement is to set forth the understandings of the Sub-Lessor and Sub-Lessee concerning the rental of a Unit at the Palmer Airport Hangar complex.

1. **Description of Property That is the Subject of the Sub-Lease.**

The Sub-Lessor represents that he is the current Lessee, with the City of Palmer as Lessor, of certain real property located at the City of Palmer Airport pursuant to Lease No. 21-002 dated April 27, 2021, hereinafter referred to as the "Palmer Lease." Pursuant to the Palmer Lease, Sub-Lessor represents that improvements in the form of a multi-unit airplane hangar have been constructed on the leasehold property. The sub-Lease Agreement is entered into between Sub-Lessor and Sub-Lessee for the purpose of permitting and allowing occupancy and use by Sub-Lessee of **Lot 28** for the use(s) and purpose(s) specified in said Lease No. 21-002. The lot referred to herein is further identified by referent to EXHIBIT "A," attached hereto and incorporated herein by reference, which depicts the unit numbers of the eight individual, numbered hangar units. Hereinafter, the term "premises" refers to the Hangar unit referred to in this paragraph. Sub-Lessee is permitted and allowed to use the premises as an airplane hangar and for those purposes which are reasonable related to the use of the premises as an airplane hangar and/or for use(s) and purpose(s) specified in said Lease No. 21-002.

2. **Term and Option to Renew.**

The initial term of this Sub-Lease shall be for the time beginning with the execution of this Agreement and continuing until and including the 30th day of DATE next following the execution of this Agreement. Thereafter, this Sub-Lease will be automatically renewed, one year at a time, beginning on the 1st day of July of each renewal year, subject to the terms and conditions contained herein, provided that the Sub-Lessee has not given Sub-Lessor written notification of intent to terminate the Sub-Lease and provided further that Sub-Lessee is not in default in the performance of any of his (her) obligations under this Sub-Lease. Sub-Lessor grants to Sub-Lessee the right to this annual renewal process for a period of the years remaining on the Palmer Lease so long as Sub-Lessee, as stated above, has not given written notification of his (her) intent to terminate the Sub-Lease and is not in default of any of that provision.

3. **Rent Required.**

The annual rent to be paid by Sub-Lessee to Sub-Lessor shall be as follows:

- a. A proportionate share of the Palmer Lease rental payment required to be paid by Sub-Lessor to the City of Palmer, such share being proportioned according to the square footage of Lot 28 as a percentage of the total square footage of all the lots combined.
- b. An allocation, as equally proportioned among each of the Palmer lot Sub-Lessees, for the year at issue, of all expenses, charges, costs, or other charges of any nature necessary or desirable for the purpose of complying with the terms of the City of Palmer Lease Agreement (the Palmer Lease), including but not limited to the requirement that the Sub-Lessor maintain both property damage and personal injury insurance on the entire hangar complex.
- c. An allocation, as equally proportioned among each of the Palmer hangar Sub-Lessees, for those costs and expenses incurred by Sub-Lessor on behalf of and for the benefit of all Sub-Lessees for the collective maintenance, restoration, rehabilitation, and/or operation of the hangar complex, including snow removal and maintenance of the common grounds of the hangar complex. Again, to be shared by all hangar units, such expense must be clearly shown to be for the common benefit of all hangar units and not only or mainly for the benefit of one individual hangar unit.
- d. A proportionate share of the real property taxes assessed against the leasehold by the City of Palmer and/or Matanuska-Susitna Borough. Sub-Lessor shall make a good-faith effort to allocate the amounts of the overall tax bill that are attributable to the individual hangar units based upon the value of their individual improvements and assess each Sub-Lessee accordingly.
- e. The Sub-Lessor may assess an additional rental charge as a management fee, to be paid by each Sub-Lessee of an amount up to, but not more than, fifteen percent (15%) of the total amount of the rent payable by each Sub-Lessee.

4. **Notification of Rent Calculation and Payment Thereof.**

The Sub-Lessor shall make a good-faith effort to estimate the rental calculations referred to above, on or before the 1st day of June each year for the purpose of projecting the total rental charges attributable to each hangar unit. Payment shall be made to the Sub-Lessor by Sub-Lessee of the total rental charges and calculations for the annual term to begin the following July 1, on or before June 25 preceding the annual term to come. In effect, the result of this process is that advance payment will be required from each Sub-Lessee prior to the initiation of the annual term. If the estimated rental calculations are found to be different from the actual expenses, each Sub-Lessee shall be assessed or rebated, prior to May 31 of each annual term, the amounts necessary to reconcile the differences.

5. **Assignment of Lease Prohibited.**

In the event of a reasonable request by Sub-Lessor to inspect the premises of a Sub-Lessee, such request shall be honored, and inspection permitted. Sub-Lessee agrees not to assign this Sub-Lease or any part thereof, nor let or sub-let the whole or any part of the premises without the written consent of the City of Palmer (pursuant to the Palmer Lease) and/or the consent of Sub-Lessor. Any assignment or sub-lease without the written consent required herein shall be voidable at the option of the Sub-Lessor.

6. **Sub-Lessee to Comply with Palmer Lease, and All Applicable Laws and Regulations.**

During the term of this Sub-Lease, Sub-Lessee represents and warrants that Sub-Lessee has thoroughly reviewed the Palmer Lease agreement and amendments, attached hereto, and agrees to abide by all the terms and conditions set forth in that Palmer Lease that apply to Sub-Lessee as a user or occupier of the premises identified in the Palmer Lease. Sub-Lessee further agrees to comply with all applicable laws affecting the premises, including regulations and/or ordinances which may be applicable to the property or activities thereon. Sub-Lessee further agrees not to commit or permit any waste upon the premises and further agrees not to commit or allow any nuisance use of the property.

7. **Encumbrances of Sub-Lessee's Leased Interest Not Allowed.**

The Sub-Lessee is not permitted and may not encumber by mortgage, deed of trust, assignment, or other instrument, its leasehold interest and estate in the sub-lease premises whether as security for indebtedness of the Sub-Lessee or otherwise. The execution of any such encumbrance by the Sub-Lessee shall be held to be a material violation of the terms and conditions of this Agreement and shall, by the fact of such an encumbrance, constitute an automatic termination of the Sub-Lessee's rights and interests in the premises and improvements thereon.

8. **Notices.**

All notices, demands, or other writings related to this sub-lease may be sent, by either party, to the addresses noted in the introductory paragraph of this sub-lease.

9. **Assessments other than Real Property Taxes.**

If any assessments are charged by a governmental entity for utility or other capital improvement projects against the overall Palmer Lease premises, such charges shall be shared equally between all the Sub-Lessees of the Palmer Hangar complex.

10. **Maintenance, Repairs, or Destruction of Existing Improvements.**

Sub-Lessee shall, throughout the term of this sub-lease, at its own costs, and without any expense of the Sub-Lessor, keep and maintain the sub-lease premises, including all interior improvements and that portion of the exterior of the hangar structure appropriate to Sub-Lessee's hangar unit, in good sanitary and neat order, condition and repair and shall be obligated to restore and rehabilitate any such improvements which may be destroyed or damaged by fire, casualty, or any other cause whatever. Sub-Lessee shall follow the directive of Sub-Lessor if, in the opinion of the Sub-Lessor, the quality and appearance of the exterior of Sub-Lessee's premises needs attention or maintenance.

11. **Sub-Lessee Shall Submit Proposals in the Form of Plans and Specifications for All Improvements to be Erected or Constructed Upon the Sub-Lease Premises.**

Improvements plans and specifications shall be submitted to the Sub-Lessor for written approval, subject to modification by the Sub-Lessor. Sub-Lessor shall not unreasonably withhold approval for the construction of such improvements provided that the proposal does not adversely impact or affect the value of the property or its usability.

If the plans and specifications as submitted are not approved by the Sub-Lessor, the sole and exclusive remedy available to the Sub-Lessee shall be the option to not renew this Sub-Lessee's Lease Agreement.

As part of the submission by Sub-Lessee, all proposals for the construction of new improvements will provide detailed assurances that the money to pay for such improvements is available and will remain available through to the conclusion of the construction of the improvements as planned.

12. **Utilities.**

Sub-Lessee shall fully and promptly pay for all water, gas, heat, electric, light, power, telephone service, and all other public utilities of every kind furnished to the premises throughout the term of the agreement and any renewals thereof. In the event that one or more of such utility charges are metered or consumed by the hangar complex, as a whole, as opposed to an individual unit, such charges shall be part of the rental calculations to be paid for by the Sub-Lessee as provided for in Paragraph 3, above.

13. **Duty to Keep Premises Free of Liens.**

Sub-Lessee agrees to keep the premises and every part thereof and all improvements and appurtenant facilities located thereon free and clear of all mechanic's, materialman's, wage, and other liens arising out of or in connection with any work or labor done. This duty applies to all services performed or materials or appliances used or furnished for or in connection with any of the operations of the Sub-Lessee, or any alternation, improvement, repair, addition, or construction which Sub-Lessee may make or permit or cause to be made or any work or construction permitted by the Sub-Lessee on the premises.

14. **Insurance.**

As identified in the attached lease agreement between the City of Palmer and the Sub-Lessor, insurance requirements are part of that "parent lease agreement." Sub-Lessor and Sub-Lessee mutually anticipate that the same insurance required by the parent lease shall be made effectively available for coverage for the Sub-Lesseees by naming all the Sub-Lesseees as additional named insured to that policy of insurance. By such action, there may be additional insurance premiums or other costs incurred, and any such costs shall be added to the rental charges payable by the Sub-Lessee pursuant to the terms of this agreement. If the Sub-Lessor and Sub-Lessee are incorrect in their mutual understanding that Sub-Lesseees may be added as additional named insured to the policy of insurance referred to herein, then in such events Sub-Lessor and Sub-Lessee mutually agree to negotiate in good faith to provide other alternative insurance coverage for the liability risk identified by the parent lease agreement between the City of Palmer and Sub-Lessor. The cost of obtaining such alternative insurance coverage for the activities of the Sub-Lessee shall be a cost that may be added to the rental charges to be paid by the Sub-Lessee pursuant to the terms of this agreement.

15. **Possible Reimbursement of Some Capital Contribution Costs Upon Termination or a Sub-Lease and Substitution of a New Sub-Lessee.**

It is recognized that the Sub-Lessee has contributed money, labor or materials used to buy or build permanent improvements of the airplane hangar property or has purchased the occupancy rights of a prior Sub-Lessee. Accordingly, Sub-Lessee has the right to sell his (her) occupancy rights to a new, substitute Sub-Lessee and thereby recover some or all the capital contributions made by the present Sub-Lessee, plus any amounts in excess of the present Sub-Lessee's actual capital contributions, as may be negotiated between the present Sub-Lessee and the new substitute Sub-Lessee. In the case of such a transaction, it is the responsibility of the present Sub-Lessee to assure that a new sub-lease is executed by the new substitute Sub-Lessee and at the same time a termination of the present sub-lease is executed by the present Sub-Lessee. The new sub-lease agreement between the new Sub-Lessee and the Sub-Lessor shall be in the same form and contain the same terms and conditions as this present sub-lease agreement, including the required consent by the City of Palmer.

The Sub-Lessor retains the exclusive right and power to reject and refuse a proposed Sub-Lessee if, in the discretion of the Sub-Lessor, there is any reason to fear that the new proposed Sub-Lessee will not timely perform the obligations and duties imposed by the new sub-lease agreement executed by the new Sub-Lessee and the Sub-Lessor.

16. **Default.**

If the Sub-Lessee is in default under any of the obligations or responsibilities of the Sub-Lessee pursuant to this Agreement, Sub-Lessor may give to Sub-Lessee thirty (30) days written notice of such default and should Sub-Lessee fail to cure such default within an additional thirty (30) days, the leasehold interest of the Sub-Lessee shall be deemed to have expired.

17. **Rights of Lessor Cumulative.**

Upon default by the Sub-Lessee, Sub-Lessor is entitled to re-take the premises without first obtaining a court order permitting and allowing such re-possession. All remedies referred to above or anywhere in this Agreement shall be deemed cumulative and not exclusive to other legal, equitable, or contractual remedies available to the Sub-Lessor.

18. **Disposition of Improvements Upon Termination of Sub-Lease.** Upon termination of this sub-lease for any cause, whether by expiration of the lease term or by notice from Sub-Lessor, Sub-Lessor shall become the owner of all property, improvements, or appurtenances included with the lease premises.

The terms of this paragraph apply to all fixtures attached or affixed to the premises. However, personal property items that have not been affixed to the premises may be relocated and removed by the Sub-Lessee upon termination of the lease.

19. **Waiver.**

The Waiver by Sub-Lessor, or the failure of Sub-Lessor to act with respect to any breach of any term, covenant, or condition herein contained, shall not be deemed to be a continuing or future waiver of such term, covenant or condition.

20. **Section Captions.**

The captions appearing in this Sub-Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

21. **Sub-Lease Not to be Interpreted More Favorable in Favor of One Party Than the Other.**

Sub-Lessee and Sub-Lessor have both had the opportunity to consult with their counsel of choice prior to entering into this Sub-Lease Agreement. Therefore, both parties agree that this Sub-Lease shall not be interpreted more favorably for one party than another. Both parties acknowledge their participation in the preparation and drafting of this Lease Agreement.

22. **Amendment Only in Writing.**

This Agreement constitutes the full and complete Agreement between the parties. Any amendment hereof must be in writing, executed by both parties to this Agreement for such amendment to be effective.

23. **Effectiveness of This Agreement Contingent Upon Approval By The City of Palmer.**

Both parties acknowledge that the Palmer Lease, attached hereto, prohibits the sub-lease of the Palmer Lease without the written permission of the City of Palmer. For that purpose, the parties agree that this Agreement shall not be effective until and unless the City of Palmer has consented to this Sub-Lease by the signature of the City of Palmer, below.

24. **City of Palmer as Third-Party Beneficiary.**

The City of Palmer is a third-party beneficiary of all covenants made by Sub-Lessee in this Sub-Lease.

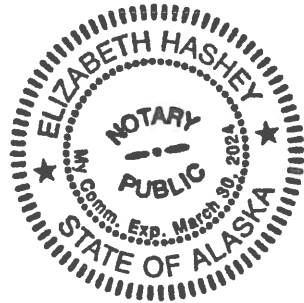
Meekins' Air Service, Sub-Lessor

Michael J. Meekin
Michael J. Meekin

3-23-22
Date

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO, before me this 23rd day of March, 2022
by Michael J. Meekin of Meekins' Air Service (Sub-Lessor).



[Signature]
Notary Public in and for Alaska
My Commission Expires: 03/30/24

Diane M. Meekin
Diane M. Meekin

3-23-2022
Date

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO, before me this 23rd day of March, 2022
by Diane M. Meekin of Meekins' Air Service (Sub-Lessor).



[Signature]
Notary Public in and for Alaska
My Commission Expires: 03/30/24

Advanced Aero Technologies Group

Steve Odean
Steve Odean

3/23/22
Date

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO, before me this 23rd day of March, 2022
by Steve Odean of Advanced Aero Technologies Group (Sub-Lessee).

[Signature]
Notary Public in and for Alaska
My Commission Expires: 11/05/2022

ADRIAN RAMIREZ JR.
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184042033
MY COMMISSION EXPIRES NOVEMBER 05, 2022

Landlord
Mike and Diane Meekin
PO Box 491
Palmer, Alaska 99645

3/6/2022

Tenant
Steve Odean
Advanced Aero Technologies Group
631 Buss Avenue
Greeley, Colorado 80631

Basic Lease and Conditions

1. **Location:** The leased Premises ("Premises") are located at:
801 East Evergreen, Palmer, Alaska, 99645
2. **Building Square Footage:** More or Less 3,600 SF
3. **Land Size:** More or less 39,600 SF (.91 Acres)
4. **Lease Term:** The initial Lease Term ("Lease Term") shall be 5 years.
5. **Use and Purpose:** Building and property will be leased to use as an aircraft avionics, inspection and repair shop.
6. **Occupancy and Commencement:** May 1, 2022, subject to the City of Palmer's approval of the sublease.
7. **Lease Rate:** Year one will be \$3,100.00 a month. Followed by \$3,600.00 a month for year 2 through 5.
8. **Options to Renew:** Tenant shall have option to renew Lease Term for an additional 5 years and Tenant shall have the Right of first Refusal (ROFR) if Landlord decides to sale property.
9. **Triple Net:** The lease will be constructed as an absolute Triple Net Lease. Tenant shall pay all taxes, utilities, maintenance and insurance costs.
10. **Underlying Ground Lease:** The Lease and Tenant shall be subject to and bound by all the rules, provisions and regulations contained in the underlying ground lease that exists between Mike and Diane Meekin and The City of Palmer. Has provided tenant a copy.
11. **Insurance and Indemnification:** Lease shall provide Indemnification of Landlord for Tenants business operations and all liabilities except in the event of Gross Negligence on the part of the Landlord. Lease shall provide for adequate levels of Property Insurance, as well as Liability Insurance and will name the Landlord as an Additional Insured. Amounts to be determined in consultation with professional advisors, but in no case will they be less than the minimus required by Section 4.3 of the underlying ground lease.

12. **Tenant Improvements:** Tenant accepts the Premises in the as-is condition. Landlord will provide contribution to future Tenant improvements. The landlord has discounted rent for the first year of lease by \$500.00 per month totaling (12 months X \$500.00) \$6,000.00. Landlord's total consideration towards Tenant Improvements equals \$6,000.00. All Tenant improvements must be mutually agreed upon by Tenant and Landlord

13. **Security Deposit:** To be determined.

14. **Personal Guaranty:** At the time the lease is executed it will require Personal Guaranties by Steve Odean of Advanced Aero Technologies Group.

Landlord

Mike and Diane Meekin

Date

Tenant



Steve Odean
Advanced Aero Technologies Group

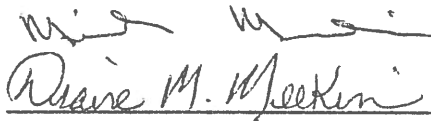
3/14/22
Date

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Landlord



Mike and Diane Meekin

3-23-22

3-23-2022

Date

Tenant

Steve Odean
Advanced Aero Technologies Group

Date

Meekins' Air Service

Sub-Lease Agreement

No. 22-001



Palmer Municipal Airport
4-12-2022
City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645
907-761-1317

SUB-LEASE OF PALMER AIRPORT HANGAR UNIT

This Sub-Lease is made and executed this ____ day of _____, 20____, by and between MEEKINS' AIR SERVICE C/O MICHAEL MEEKIN and DIANE MEEKIN, whose address is P.O. BOX 491 PALMER, AK 99645, hereinafter referred to as Sub-Lessor, and ADVANCED AERO TECHNOLOGIES GROUP C/O STEVE ODEAN, whose address is 631 BUSS AVENUE GREELEY, CO 80631, hereinafter referred to as Sub-Lessee (whether one or more). The purpose of this Agreement is to set forth the understandings of the Sub-Lessor and Sub-Lessee concerning the rental of a Unit at the Palmer Airport Hangar complex.

1. **Description of Property That is the Subject of the Sub-Lease.**

The Sub-Lessor represents that he is the current Lessee, with the City of Palmer as Lessor, of certain real property located at the City of Palmer Airport pursuant to Lease No. 21-002 dated April 27, 2021, hereinafter referred to as the "Palmer Lease." Pursuant to the Palmer Lease, Sub-Lessor represents that improvements in the form of a multi-unit airplane hangar have been constructed on the leasehold property. The sub-Lease Agreement is entered into between Sub-Lessor and Sub-Lessee for the purpose of permitting and allowing occupancy and use by Sub-Lessee of **Lot 28** for the use(s) and purpose(s) specified in said Lease No. 21-002. The lot referred to herein is further identified by referent to EXHIBIT "A," attached hereto and incorporated herein by reference, which depicts the unit numbers of the eight individual, numbered hangar units. Hereinafter, the term "premises" refers to the Hangar unit referred to in this paragraph. Sub-Lessee is permitted and allowed to use the premises as an airplane hangar and for those purposes which are reasonable related to the use of the premises as an airplane hangar and/or for use(s) and purpose(s) specified in said Lease No. 21-002.

2. **Term and Option to Renew.**

The initial term of this Sub-Lease shall be for the time beginning with the execution of this Agreement and continuing until and including the 30th day of DATE next following the execution of this Agreement. Thereafter, this Sub-Lease will be automatically renewed, one year at a time, beginning on the 1st day of July of each renewal year, subject to the terms and conditions contained herein, provided that the Sub-Lessee has not given Sub-Lessor written notification of intent to terminate the Sub-Lease and provided further that Sub-Lessee is not in default in the performance of any of his (her) obligations under this Sub-Lease. Sub-Lessor grants to Sub-Lessee the right to this annual renewal process for a period of the years remaining on the Palmer Lease so long as Sub-Lessee, as stated above, has not given written notification of his (her) intent to terminate the Sub-Lease and is not in default of any of that provision.

3. **Rent Required.**

The annual rent to be paid by Sub-Lessee to Sub-Lessor shall be as follows:

- a. A proportionate share of the Palmer Lease rental payment required to be paid by Sub-Lessor to the City of Palmer, such share being proportioned according to the square footage of Lot 28 as a percentage of the total square footage of all the lots combined.
- b. An allocation, as equally proportioned among each of the Palmer lot Sub-Lessees, for the year at issue, of all expenses, charges, costs, or other charges of any nature necessary or desirable for the purpose of complying with the terms of the City of Palmer Lease Agreement (the Palmer Lease), including but not limited to the requirement that the Sub-Lessor maintain both property damage and personal injury insurance on the entire hangar complex.
- c. An allocation, as equally proportioned among each of the Palmer hangar Sub-Lessees, for those costs and expenses incurred by Sub-Lessor on behalf of and for the benefit of all Sub-Lessees for the collective maintenance, restoration, rehabilitation, and/or operation of the hangar complex, including snow removal and maintenance of the common grounds of the hangar complex. Again, to be shared by all hangar units, such expense must be clearly shown to be for the common benefit of all hangar units and not only or mainly for the benefit of one individual hangar unit.
- d. A proportionate share of the real property taxes assessed against the leasehold by the City of Palmer and/or Matanuska-Susitna Borough. Sub-Lessor shall make a good-faith effort to allocate the amounts of the overall tax bill that are attributable to the individual hangar units based upon the value of their individual improvements and assess each Sub-Lessee accordingly.
- e. The Sub-Lessor may assess an additional rental charge as a management fee, to be paid by each Sub-Lessee of an amount up to, but not in excess of, fifteen percent (15%) of the total amount of the rent payable by each Sub-Lessee.

4. **Notification of Rent Calculation and Payment Thereof.**

The Sub-Lessor shall make a good-faith effort to estimate the rental calculations referred to above, on or before the 1st day of June each year for the purpose of projecting the total rental charges attributable to each hangar unit. Payment shall be made to the Sub-Lessor by Sub-Lessee of the total rental charges and calculations for the annual term to begin the following July 1, on or before June 25 preceding the annual term to come. In effect, the result of this process is that advance payment will be required from each Sub-Lessee prior to the initiation of the annual term. If the estimated rental calculations are found to be different from the actual expenses, each Sub-Lessee shall be assessed or rebated, prior to May 31 of each annual term, the amounts necessary to reconcile the differences.

5. **Assignment of Lease Prohibited.**

In the event of a reasonable request by Sub-Lessor to inspect the premises of a Sub-Lessee, such request shall be honored, and inspection permitted. Sub-Lessee agrees not to assign this Sub-Lease or any part thereof, nor let or sub-let the whole or any part of the premises without the written consent of the City of Palmer (pursuant to the Palmer Lease) and/or the consent of Sub-Lessor. Any assignment or sub-lease without the written consent required herein shall be voidable at the option of the Sub-Lessor.

6. **Sub-Lessee to Comply with Palmer Lease, and All Applicable Laws and Regulations.**

During the term of this Sub-Lease, Sub-Lessee represents and warrants that Sub-Lessee has thoroughly reviewed the Palmer Lease agreement and amendments, attached hereto, and agrees to abide by all the terms and conditions set forth in that Palmer Lease that apply to Sub-Lessee as a user or occupier of the premises identified in the Palmer Lease. Sub-Lessee further agrees to comply with all applicable laws affecting the premises, including regulations and/or ordinances which may be applicable to the property or activities thereon. Sub-Lessee further agrees not to commit or permit any waste upon the premises and further agrees not to commit or allow any nuisance use of the property.

7. **Encumbrances of Sub-Lessee's Leased Interest Not Allowed.**

The Sub-Lessee is not permitted and may not encumber by mortgage, deed of trust, assignment, or other instrument, its leasehold interest and estate in the sub-lease premises whether as security for indebtedness of the Sub-Lessee or otherwise. The execution of any such encumbrance by the Sub-Lessee shall be held to be a material violation of the terms and conditions of this Agreement and shall, by the fact of such an encumbrance, constitute an automatic termination of the Sub-Lessee's rights and interests in the premises and improvements thereon.

8. **Notices.**

All notices, demands, or other writings related to this sub-lease may be sent, by either party, to the addresses noted in the introductory paragraph of this sub-lease.

9. **Assessments other than Real Property Taxes.**

If any assessments are charged by a governmental entity for utility or other capital improvement projects against the overall Palmer Lease premises, such charges shall be shared equally between all the Sub-Lessee's of the Palmer Hangar complex.

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Sub-Lessee shall, throughout the term of this sub-lease, at its own costs, and without any expense of the Sub-Lessor, keep and maintain the sub-lease premises, including all interior improvements and that portion of the exterior of the hangar structure appropriate to Sub-Lessee's hangar unit, in good sanitary and neat order, condition and repair and shall be obligated to restore and rehabilitate any such improvements which may be destroyed or damaged by fire, casualty, or any other cause whatever. Sub-Lessee shall follow the directive of Sub-Lessor if, in the opinion of the Sub-Lessor, the quality and appearance of the exterior of Sub-Lessee's premises needs attention or maintenance.

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As identified in the attached lease agreement between the City of Palmer and the Sub-Lessor, insurance requirements are part of that "parent lease agreement." Sub-Lessor and Sub-Lessee mutually anticipate that the same insurance required by the parent lease shall be made effectively available for coverage for the Sub-Lesseees by naming all the Sub-Lesseees as additional named insured to that policy of insurance. By such action, there may be additional insurance premiums or other costs incurred, and any such costs shall be added to the rental charges payable by the Sub-Lessee pursuant to the terms of this agreement. If the Sub-Lessor and Sub-Lessee are incorrect in their mutual understanding that Sub-Lesseees may be added as additional named insured to the policy of insurance referred to herein, then in such events Sub-Lessor and Sub-Lessee mutually agree to negotiate in good faith to provide other alternative insurance coverage for the liability risk identified by the parent lease agreement between the City of Palmer and Sub-Lessor. The cost of obtaining such alternative insurance coverage for the activities of the Sub-Lessee shall be a cost that may be added to the rental charges to be paid by the Sub-Lessee pursuant to the terms of this agreement.

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17. **Rights of Lessor Cumulative.**

Upon default by the Sub-Lessee, Sub-Lessor is entitled to re-take the premises without first obtaining a court order permitting and allowing such re-possession. All remedies referred to above or anywhere in this Agreement shall be deemed cumulative and not exclusive to other legal, equitable, or contractual remedies available to the Sub-Lessor.

18. **Disposition of Improvements Upon Termination of Sub-Lease.** Upon termination of this sub-lease for any cause, whether by expiration of the lease term or by notice from Sub-Lessor, Sub-Lessor shall become the owner of all property, improvements, or appurtenances included with the lease premises.

The terms of this paragraph apply to all fixtures attached or affixed to the premises.

However, personal property items that have not been affixed to the premises may be relocated and removed by the Sub-Lessee upon termination of the lease.

19. **Waiver.**

The Waiver by Sub-Lessor, or the failure of Sub-Lessor to act with respect to any breach of any term, covenant, or condition herein contained, shall not be deemed to be a continuing or future waiver of such term, covenant, or condition.

20. **Section Captions.**

The captions appearing in this Sub-Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

21. **Sub-Lease Not to be Interpreted More Favorable in Favor of One Party Than the Other.**

Sub-Lessee and Sub-Lessor have both had the opportunity to consult with their counsel of choice prior to entering into this Sub-Lease Agreement. Therefore, both parties agree that this Sub-Lease shall not be interpreted more favorably for one party than another. Both parties acknowledge their participation in the preparation and drafting of this Lease Agreement.

22. **Amendment Only in Writing.**

This Agreement constitutes the full and complete Agreement between the parties. Any amendment hereof must be in writing, executed by both parties to this Agreement for such amendment to be effective.

23. **Effectiveness of This Agreement Contingent Upon Approval By The City of Palmer.**

Both parties acknowledge that the Palmer Lease, attached hereto, prohibits the sub-lease of the Palmer Lease without the written permission of the City of Palmer. For that purpose, the parties agree that this Agreement shall not be effective until and unless the City of Palmer has consented to this Sub-Lease by the signature of the City of Palmer, below.

24. **City of Palmer as Third-Party Beneficiary.**

The City of Palmer is a third-party beneficiary of all covenants made by Sub-Lessee in this Sub-Lease.

Advanced Aero Technologies Group

Steve Odean

Date

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO, before me this _____ day of _____, 20____
by Steve Odean of Advanced Aero Technologies Group (Sub-Lessee).

Notary Public in and for Alaska
My Commission Expires: _____



**City of Palmer
Action Memorandum No. 22-025**

Subject: Approving a Council Community Grant to 49th State Street Rodders Association Inc.

Agenda of: April 12, 2022

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

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: \$ **2,500 In-Kind Ice Arena Use**

- 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): 01-02-10-6068
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

- 1. Council Community Grant Application

Summary Statement/Background:

The 49th State Street Rodders is a nonprofit car club of approximately 100 members, our central theme is to have fun, companionship, share car information and history of all vehicles. Our "Valley Chrome & Wheel" Car Show will benefit Palmer by bringing a lot of people to Palmer. People will come to show their vehicles or attend the car show and they will see other areas of Palmer. Last year 2021 we had well over 1,200 people attend our 3-day MTA event. This is a popular car show that kicks off the Summer and car shows season in Alaska and looked forward to by many. We invite local food trucks to come out but along with these food trucks people will be eating in local restaurants and visiting local shops. We encourage local businesses, Alaska Raceway Park, O`Reilly Auto Parts and others who have interest in cars and the community to set up booths as well as other nonprofits like the Veterans and AARP.

In February 2014, the City Council adopted Ordinance NO. 14-043, which established the Council Community Grant Program. The City Council approved \$12,000.00 in the Community Council Grants line item for 2022.

Legislation #	Organization	Amount Requested	Remaining	Date Approved
Res 22-005	Beginning Balance-2022 Budget		\$12,000.00	
AM 22-009	United Way	\$2,500.00	\$9,500.00	3/8/22
AM 22-010	Who Let The Girls Out	\$1,500.00	\$8,000.00	1/25/22

Administration's Recommendation:

Approve Action Memorandum No. 22-025.

Project Name: Valley Chrome & Wheel Car Show

Date Received: 3/11/22

Reviewer Name: Brad Hanson

Date Reviewed: Mar 14, 2022

Has the event previously received City funding? Y N List Years/Amounts:
 If yes, was the Post Event Report completed? Y N

Required Elements:

- Accessible to all members of the community
- Takes place in/within one mile of Palmer City Limits

	Expectations			Points
	10 pts	7 pts.	3-0 pts	
Accessibility & Strategic Priorities	The application clearly states the economic benefits, and the reader/evaluator easily understands the benefits to the community and residents of the city.	The application states the benefits; however, it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the city.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the city.	10
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.	10
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.	10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or must use reason to understand the overall budget for the project.	The application does not include a project budget, or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.	7
Benefit	The application clearly states how the community will benefit because of the event.	The application states the degree of benefits; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine the how the community will benefit because of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefit because of this grant.	10
Reporting	The application clearly states how and when the city will receive a post event report on this project.	The application attempts to address how a post event report will be given to the city; however, it is unclear, and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the city or the reviewer/evaluator cannot determine how the report will be presented.	10
			Total:	57


 Brad Hanson (Mar 14, 2022 15:47 AKDT)



City of Palmer • City Clerk's Office
231 W. Evergreen Avenue • Palmer, AK 99645
Phone: (907) 761-1301 • Fax: (907) 761-1340

Council Community Grant Application

Program Information

Program, service, project, or event title: "Valley Chrome & Wheel Car Show"
Date(s) of program, service, project, or event: May 5th, 6th, 7th and 8th. 2022

Applicant Information

Name: 49th State Street Rodders
Address: P.O. Box 891
City: Palmer State: AK. Zip: 99645
Phone: 907-745-8276 Secretary Email: ak49statestreetrodders@gmail.com

Organization Information

Name of organization/group: 49TH STATE STREET RODDERS ASSOCIATION INC.
Type of organization/group: Non-profit Volunteer group Other: _____
501-C3

Funding Request

Amount of Request: \$ 2,500
Matching funds provided by applicant: \$ _____
Type of funds requesting: Cash In-Kind In-Kind Type: Ice Arena Use

Remittance Information

Remit Payment to: 49th State Street Rodders
Address mail check to: P.O. Box 891
City: Palmer State: AK Zip: 99645
Phone: 907-745-8276 Secretary Email: ak49statestreetrodders@gmail.com

Eligibility

Describe how your program, service, project or event meets the eligibility guidelines.

The 49th State Street Rodders is a nonprofit car club of approximately 100 members, our central theme is to have fun, companionship, share car information and history of all vehicles. Right now our oldest vehicle is a 1915 Ford farm truck and our newest is a 2020 Ford Mustang. We have a lot of different makes and models in-between as well as cycles and works in progress, so as you can see we cover a wide spectrum. Many of our members have more than one vehicle that they show. We love to speak to the community and spectators about our cars/trucks, vintage and classic vehicles. We talk to and show our vehicles to all ages. We answer their questions and give them advice on their own projects. All our events are free to the public both to attend and show a vehicle. I am happy to say that we seem to be attracting some younger members and are starting to get some youth interested in classic cars. We had the grandson of a member approach us about helping to get kids interested and we have taken him up on the offer. This young man had taken a motorcycle apart and totally restored it and is only 14 years old. Amazing and I love his enthusiasm. I am sure he will be a great help in getting the younger generation interested. We also work with a local high school and support them and their car restorations.

Project Summary Information

In the space below, provide a concise, one paragraph summary of your proposed program, service, project or event and how it benefits the community as well as how this supports the Council's strategic priorities.

We have had this event the "Valley Chrome & Wheel" Car Show for years now. Around 10 I believe. Last year we had a great show even in the mists of the Covid 19 virus and its battle to keep us down and stop us from getting back to normal in our lives. Our three day car show in May at the MTA Events Center and Ice Rink last summer had almost 1,200 people attend and vote for their favorite vehicle. We had a large turnout of vehicles showing in the arena and then had 2 days of "Day Tripping" cars that could not stay overnight but showed up in the cordoned off area in the parking lot. This event promotes Palmer, MTA, promotes tourism by bringing people and other car clubs in from all over Alaska and lets people see what a wonderful place it is to live. It brings enjoyment to many and brings a lot of families out doing things together.

Project Scope of Work

Please list the steps to be taken to conduct the program, service, project or event. Be sure to address issues such as: beginning and ending date, who will work to conduct the event/project, clean-up team, where is the project going to occur (location).

Our car show is a 4 day event. We wish to have it at the MTA Ice Rink and Event Center as we have in past year, We need use of the ice rink from May 5th thru May 8th. Thursday May 5th is not open to the public but the day we use to stage all of our vehicles. The Car Show starts and is open to the public Friday May 6th from 4:00pm to 8:00pm. Saturday May 7th we are open to the public from 10:00am to 8:00pm and Sunday May 8th we are open from 10:00am to 4:00pm. We give out trophies for different classes (12 of them) at 3:45pm Sunday so we can have all our vehicles out of the arena and clean up to return the Rink clean and in the condition it was in by 6:00pm.

The show will be run by dedicated officers, directors and members of the 49th State Street Rodders who give many hours of their time in preparation of this event as well as time spent staging the cars, provide security during the times we are open to the public by patrolling the area and cleaning up at the end of the show.

We are not a cash based club and we never charge for our shows to attend or participate. All our activities are for the love of our vehicles and to support our community.

Community Benefit

Please indicate how the results of your program, service, project or event will enhance economic development or generally benefit the city of Palmer. Describe the expected number of participants to be attracted by the event or project. Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc.

Our "Valley Chrome & Wheel" Car Show will benefit Palmer by bringing a lot of people to Palmer. People will come to show their vehicles or attend the car show and they will see other areas of Palmer. Last year 2021 we had well over 1,200 people attend our 3 day MTA event. This is a popular car show that kicks off the Summer and car shows season in Alaska and looked forward to by many. We invite local food trucks to come out but along with these food trucks people will be eating in local restaurants and visiting local shops. We encourage local businesses, Alaska Raceway Park, O'Reilly Auto Parts and others who have interest in cars and the community to set up booths as well as other nonprofits like the Veterans and AARP. This car show is not the only involvement we have with the City of Palmer but the beginning. We rely on the turnout at the MTA "Valley Chrome & Wheel" Car Show as support for our other big summer shows in Palmer like "Hot Summer Nights" and the "Colony Days Car Show". If you have ever been in Downtown Palmer for those shows you know we have a large turnout, that people come from miles around to show off their vehicles and see the beautiful cars and enjoy our charming city. So by sponsoring this project you are really supporting 3 in total not counting the smaller shows we have at Palmer business during the summer. Our car club relies heavily on the city of Palmer and the community for its support.

Detailed Budget

Revenue:

Source:	Cash	In-Kind	Total
Memberships	\$ 500.00	\$	\$ 500.00
Club Officers/Members Labor	\$	\$ 2,500.00	\$ 2,500.00
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$ 500.00	\$ 2,500.00	\$ 3,000.00

Expenditures:

Item/Service:	Cash	In-Kind	Total
Trophies	\$ 500.00	\$	\$ 500.00
Event Rental Space	\$	\$ 2,500.00	\$ 2,500.00
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$ 500.00	\$ 2,500.00	\$ 3,000.00

Matching Funding Source

Describe source of matching funding. Have alternate sources of funding been explored?

We are a car club that survives off of our membership dues, sponsorships and the dedication and volunteer work of our members. We already have all the supplies for our show and the only outlay of funds will be for the 12 Trophies given out on the final day of the car show.

Post Event Report

Describe how you propose to provide a post-event report with details on the economic impact, how funding was spent on the sole purpose for which it was awarded, and if any unspent money is to be returned to the city (provide an expected date).

I will send a letter after the show with how many attended, how many vehicles were registered and pictures of the event. There shouldn't be any leftover money because we are looking for in-kind sponsorship of use of the MTA Ice Arena not any actual cash. But if there is any money left over it will be returned to the City of Palmer.

Applications may be submitted at any time to the address listed above. Please allow at least six weeks lead time for application review and City Council agenda scheduling.

Applicant signature: 

Date: 3/10/22

For Office Use Only

Date received by City Clerk's Office: _____

City Council agenda date: _____

Action Memorandum No.: _____

City Council: Approved Denied

Amount Approved: \$ _____

Date applicant notified of request outcome: _____

I-9 Form Submitted (for taxable organizations only): _____

**City of Palmer
Action Memorandum No. 22-026**

Subject: Approving a Council Community Grant to Rodeo Alaska.

Agenda of: April 12, 2022

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

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: \$ 4,500

This legislation (√):

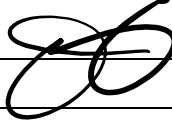
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-02-10-6068
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Council Community Grant Application
2. PRC Event Presentation

Summary Statement/Background:

Over 40 PRCA professional athletes and their families, over 250 local contestants including junior rodeo contestants, TV Broadcasting crews, and thousands of spectators will travel to Palmer this year for our historical event at the Alaska State Fairgrounds in Palmer.

This outdoor 4-day event will give all our local Palmer businesses such as hotels, restaurants, bed and breakfast, gift shops and all of what downtown Palmer has to offer a chance to thrive and be a part of an award-winning event.

2021 Rodeo Alaska brought well over 12,000 rodeo fans to the Alaska State Fairgrounds over a 3-day weekend event. This year for our nationally televised event we have scheduled a 4-day event which will include live music and vendors, carnival rides and much more!

In February 2014, the City Council adopted Ordinance NO. 14-043, which established the Council Community Grant Program. The City Council approved \$12,000.00 in the Community Council Grants line item for 2022.

Legislation #	Organization	Amount Requested	Remaining	Date Approved
Res 22-005	Beginning Balance-2022 Budget		\$12,000.00	
AM 22-009	United Way	\$2,500.00	\$9,500.00	3/8/22
AM 22-010	Who Let The Girls Out	\$1,500.00	\$8,000.00	1/25/22

Administration’s Recommendation:

Approve Action Memorandum No. 22-026.

Project Name: RODEO ALASKA

Date Received: 3.3.22

Reviewer Name: JOHN MOOSEY

Date Reviewed: 3.4.22

Has the event previously received City funding? Y N List Years/Amounts: 2021
 If yes, was the Post Event Report completed? Y N

Required Elements:

- Accessible to all members of the community Takes place in/within one mile of Palmer City Limits

Expectations				Points
	10 pts	7 pts.	3-0 pts	
Accessibility & Strategic Priorities	The application clearly states the economic benefits, and the reader/evaluator easily understands the benefits to the community and residents of the city.	The application states the benefits; however, it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the city.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the city.	10
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.	10
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.	10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or must use reason to understand the overall budget for the project.	The application does not include a project budget, or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.	10
Benefit	The application clearly states how the community will benefit because of the event.	The application states the degree of benefits; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine the how the community will benefit because of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefit because of this grant.	10
Reporting	The application clearly states how and when the city will receive a post event report on this project.	The application attempts to address how a post event report will be given to the city; however, it is unclear, and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the city or the reviewer/evaluator cannot determine how the report will be presented.	10
Total:				60

APRIL 12TH



City of Palmer • City Clerk's Office
231 W. Evergreen Avenue • Palmer, AK 99645
Phone: (907) 761-1301 • Fax: (907) 761-1340

Council Community Grant Application

Program Information

Program, service, project, or event title: Rodeo Alaska Northernmost PRCA Event in America
Date(s) of program, service, project, or event: May 27th - May 30th 2022

Applicant Information

Name: Frank Koloski
Address: 2551 Lyvona Lane
City: Anchorage State: AK Zip: 99502
Phone: 907-748-7336 Email: rodeoalaska@gmail.com

Organization Information

Name of organization/group: Rodeo Alaska
Type of organization/group: Non-profit Volunteer group Other: _____

Funding Request

Amount of Request: \$ \$4500.00
Matching funds provided by applicant: \$ Yes
Type of funds requesting: Cash In-Kind In-Kind Type: _____

Remittance Information

Remit Payment to: Rodeo Alaska
Address mail check to: 2551 Lyvona Lane
City: Anchorage State: AK Zip: 99502
Phone: 907-748-7336 Email: rodeoalaska@gmail.co

Eligibility

Describe how your program, service, project or event meets the eligibility guidelines.

Rodeo Alaska will host two days of Professional Rodeo Cowboys and a additional 2 two days of local rodeo and Junior rodeo contestants competing for the Memorial Day weekend champion.

This outdoor event is open to the public providing a clean safe friendly event packed with entertainment for all ages.

This event will provide a large economic boost into the Palmer economy and allow its surrounding businesses to be included in all aspects of this event.

Project Summary Information

In the space below, provide a concise, one paragraph summary of your proposed program, service, project or event and how it benefits the community as well as how this supports the Council's strategic priorities.

Over 40 PRCA professional athletes and their families, Over 250 Local contestants including junior rodeo contestants, TV Broadcasting crews, and Thousands of spectators will travel to Palmer this year for our historical event at the Alaska State Fairgrounds in Palmer.

This outdoor 4-day event will give all our local Palmer businesses such as Hotels, restaurants, bed and breakfast, gift shops and all of what downtown Palmer has to offer a chance to thrive and be a part of an award winning event.

2021 Rodeo Alaska brought well over 12,000 rodeo fans to the Alaska State Fairgrounds over the a 3-day weekend event. This year for our Nationally televised event we have scheduled a 4-day event which will include live music and vendors, Carnival rides and much more!

Project Scope of Work

Please list the steps to be taken to conduct the program, service, project or event. Be sure to address issues such as: beginning and ending date, who will work to conduct the event/project, clean-up team, where is the project going to occur (location).

Work has already begun at the Alaska State Fairgrounds for our May 27th -30th event. Rodeo Alaska will continue developing structure for the event throughout the next several months, including team build meetings with breakout crew and volunteers for community event awareness.

Community Benefit

Please indicate how the results of your program, service, project or event will enhance economic development or generally benefit the city of Palmer. Describe the expected number of participants to be attracted by the event or project. Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc.

2021 Brought over 15 million television viewers and over 12,000 spectators and contestants/families based on Network ratings based on detailed scanned/ barcoded ticket tracking.

Detailed Budget

Revenue:

Source:	Cash	In-Kind	Total
Rodeo Alaska	\$ 50,000	\$ _____	\$ _____
Partnerships	\$ 45,000	\$ _____	\$ _____
	\$ _____	\$ 15,000	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Totals	\$ 95,000	\$ 15,000	\$ 110,000

Expenditures:

Item/Service:	Cash	In-Kind	Total
Roughstock	\$ 56,000	\$ _____	\$ _____
Facility/Rentals	\$ 10,000	\$ _____	\$ _____
Marketing	\$ 10,000	\$ _____	\$ _____
Entertainment	\$ 30,000	\$ _____	\$ _____
Other	\$ 10,000	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Totals	\$ \$116,000	\$ _____	\$ _____

Matching Funding Source

Describe source of matching funding. Have alternate sources of funding been explored?

Rodeo Alaska carries the majority of the costs and expences of this event to Partnerships are the backbone of this local community event. Partnerships and volunteer resources are availablefor businesses and individuals that would be interested in being involved with this historical award winning event.

Post Event Report

Describe how you propose to provide a post-event report with details on the economic impact, how funding was spent on the sole purpose for which it was awarded, and if any unspent money is to be returned to the city (provide an expected date).

Rodeo Alaska will provide a detailed report of where funds are spent per the City of Palmer's request. All funds deemed unspent will be returned to the City of Palmer no later than June 10th 2022

Applications may be submitted at any time to the address listed above. Please allow at least six weeks lead time for application review and City Council agenda scheduling.

Applicant signature: 

Date: 3-3-2022

For Office Use Only

Date received by City Clerk's Office: _____

City Council agenda date: _____

Action Memorandum No.: _____

City Council: Approved Denied

Amount Approved: \$ _____

Date applicant notified of request outcome: _____

I-9 Form Submitted (for taxable organizations only): _____

Since 2010 Rodeo Alaska has continued to host the famous **Northernmost Rodeo in America...** Since 2010 our Rodeo Alaska Junior Rodeo program is one of the fastest growing youth equestrian/rodeo sports in Alaska and continuing to give Alaskan youths the opportunity to compete on the Nation's highest level.

It is the Mission of Rodeo Alaska to continue to bring this great community event to the City of Palmer Alaska and beyond, an event that unanimously won event of the year last year 2021. The Professional Rodeo Cowboy Association (PRCA) and Rodeo Alaska are working hard again to bring Alaska this historical professional event.

Planned dates for this event include:

- The Alaska State Fairgrounds will host this 4-day structured event May 27th – 30th.
- Rodeo Alaska will host the award winning Northernmost Xtreme Bulls event in America May 27th and May 28th
- Rodeo Alaska Championship Rodeo and Junior Rodeo will take place May 29th and May 30th

Planned structure for this event include:

- Inviting the top professional rodeo contestants in the world to have an **opportunity of a life time** to compete in a historical event and to witness the beauty of our great state of Alaska!
- Provide discount travel vouchers to contestants and spectators from across our country to allow them the opportunity to witness this historical event.
- Provide our Alaskan community a Family Fun Grassroot event filled with powerful positive energy!
- Give our Alaskan spectators the opportunity to camp on a safe premise and enjoy a fun filled weekend in Palmer.
- Provide opportunity to support our local businesses to provide services to thousands of people and their families that will be here to celebrate this historical event.
- Provide a marketing strategy that will continue the enhancement of our event.

Rodeo Alaska without Question believes that The City of Palmer deserves this historical opportunity simply because of its **History**. Palmer through its amazing history and agricultural community show documented rodeo style events took place here as far back as the mid-late 1930's.

With Large planned events comes with large costs of expenses. We are kindly asking for the City of Palmer to help with funding support and make this historical event successful for our Alaskan community and our businesses.

Your Funding Partnership Support will help with costs including:

- Rental usage for the fairgrounds, operational supplies that is not inclusive with facility rental.
- Advertising expenses including TV, Radio, Newspaper and other print.
- Onsite-Traffic Control and EMT presence.
- Other major set up operating costs for the event.

We ask kindly for the consideration of the City of Palmers support to help make this event continue to grow and be successful. With your generous partnership consideration Rodeo Alaska will/would be honored to have The City of Palmer Alaska be a part of the Professional Rodeo Cowboys Association event of the year. Please feel free to ask questions if you'd like?

Thank you again for giving me the opportunity to present this opportunity to all of you representing The City of Palmer.

God Bless you all, and God Bless, Palmer AK

Frank Koloski

Rodeo Alaska

**City of Palmer
Action Memorandum No. 22-027**

Subject: Authorize Utilization of Funds Awarded from the State of Alaska Homeland Security Grant and Approved by the City of Palmer Council in Resolution No. 21-036 for the Purchase and Installation of a Millennium Electronic Door Lock System in Palmer Fire & Rescue Structures


Agenda of: April 12, 2022

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

Originator Information:

Originator: Chad Cameron, Fire Chief

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		03/24/2022
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 59,660

This legislation (√):

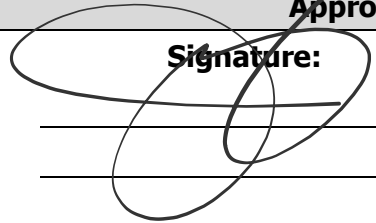
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 59,660
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 09-01-10-7128
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. City of Palmer, Resolution No. 21-036
2. State of Alaska, Division of Homeland Security and Emergency Management Procurement Method Report Sole Source / Inadequate Competition Completed and Approved Form
3. Juneau Alarm Estimate

Summary Statement/Background:

On October 8, 2021, Palmer Fire & Rescue was awarded a State of Alaska Homeland Security Grant to replace the old combination door locks of the Palmer Fire & Rescue structures with electronic, RFID chip reader locks. The existing combination locks are in need of replacement due to malfunction.

Research was conducted and the Millennium Door Lock System was selected as the door lock system due to its durability and history of use in Alaska's weather conditions at Public Safety Departments. The Millennium Door Lock System is only sold and installed by two vendors in the State of Alaska. A vendor was selected due to their experience of installing and implementing the systems in fire stations.

The State of Alaska, Division of Homeland Security and Emergency Management approved the justification for the reimbursement to sole source purchase the system through the awarded grant.

Administration's Recommendation:

Approve Action Memorandum No. 22-027.

**City of Palmer
Resolution No. 21-036**

Subject: Authorizing the City Manager to Accept, Appropriate and Execute a Homeland Security Grant in the Amount of \$75,794 to Palmer Fire Department for Wi-Fi and Electronic Door Lock Systems at Palmer Fire & Rescue Buildings

Agenda of: October 26, 2021

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

Originator Information:

Originator: Chad Cameron, Fire Chief

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>[Signature]</i></u>	<u>10/15/2021</u>
<u>X</u>	Fire	<u><i>[Signature]</i></u>	<u>10/13/2021</u>
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **75,794.00**

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>75,794</u>
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>75,794</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input type="checkbox"/>	Budgeted	Line item(s): _____
<input checked="" type="checkbox"/>	Not budgeted	<u>09-00-00-3359 HLS Grant-Fire; 09-01-10-7128 HLS SHSP Grant-Fire</u>

Director of Finance Signature: *[Signature]*

Approved for Presentation By:

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

Attachment(s):

1. Resolution No. 21-036

Summary Statement/Background:

On October 8, 2021, Palmer Fire & Rescue was awarded a State of Alaska Homeland Security Grant to replace the old combination door locks of the Palmer Fire & Rescue buildings with electronic, RFID chip reader locks. The existing combination locks are in need of replacement due to malfunction.

The grant awarded includes Wi-Fi services at all Palmer Fire & Rescue locations, RFID chip reader electronic locks (with combination and keyed entry as a redundancy), RFID Cards with printer and installation of the system.

In the past, Palmer Fire & Rescue has experienced theft issues. The increased security offered by the electronic door locks provided by the awarded grant would allow identification and time when the building was accessed and the ability to allow or deny access to individuals quickly.

Administration's Recommendation:

Approve Resolution No. 21-036

Procurement Method Report Sole Source / Inadequate Competition

Use this form for Procurements (purchases/orders) that are Sole Source or Inadequate Competition. (Note: this is not the same as a pre-bid contract, if the purchase is using a pre-bid contract please use the appropriate form.)

Subrecipients shall accomplish **three (3)** requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature. (Project Manager's signature is adequate certification that competition was done, and that the Subrecipient is complying with the most stringent procurement procedures-whether federal, state, or local).

Reminder: Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

Subrecipient: City of Palmer

Grant Award/Disaster Number: EMW-2021-SS-0025-S01 PBD/PW/PJ: #1

Procurement Method (per each Purchase/Order)

This may include multiple invoices for each purchase or order.

NOTE: DHS&EM will no longer approve (nor reimburse) this type of procurement after the purchase is made. E-mail to mva.grants@alaska.gov for approval

Sole Source/Inadequate Competition	
Vendor:	Juneau Alarm
Purchase Amount:	\$59,660
<p>Justification for Vendor Selection – Provide justification for Vendor Selection in the below box. Please include any written supporting documents providing justification for vendor selection. Explanations of exemptions must contain findings of fact. Evidence must be included, consisting of material facts sufficient to independently determine that the findings of fact listed are true and accurate. Factual evidence may consist of written documents, records, supporting data, affidavits, or other information proving that the findings of fact are true and accurate. Itemized listings of findings of fact and material factual evidence should be included or attached.</p> <p>The Millennium RFID door lock system was selected due to their hardiness and weatherproofing in the Alaska weather. Other State of Alaska fire departments also selected the system and locks for these same reasons. Several other systems have been utilized within the City of Palmer, with little success due to the extreme weather. This system has proven itself in similar areas such as Juneau.</p> <p>Juneau Alarm company was selected as they are one of only two vendors in the State of Alaska for the system. Additionally, Juneau Alarm is the only vendor that has experience with installing and implementing the system in a fire station. Experience putting the system in a fire department is vital due to being able to meet the needs of an emergency response agency.</p> <p>Send to DHS&EM for approval prior to purchase</p>	

System for Award Management (SAMS) report is required for selected vendor

<input checked="" type="checkbox"/>	SAMS Report is a Mandatory Subrecipient Action
<input checked="" type="checkbox"/>	1. Check System for Award Management (SAM) for debarment/suspension.
<input checked="" type="checkbox"/>	2. Print SAMS report page and attach to this form.

Certification

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.

Chad Cameron Subrecipient Project Manager's Signature 3/16/22 Date
Chad Cameron, Fire Chief Printed Name and Title

E-mail signed form to mva.grants@alaska.gov

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT			
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Returned for Further Justification	Date
SAA/GAR Point of Contact or Authorized Representative <u>Bill Dennis / Bill</u>			Date <u>3-16-22</u>

Juneau Alarm EIN 82-2806327

PO BOX 34391
JUNEAU, AK 99803
+1 9072091112
juneaualarm@yahoo.com

Estimate

ADDRESS
PALMER FIRE DEPT
PALMER, AK

SHIP TO
PALMER FIRE DEPT
PALMER, AK

ESTIMATE # 1276
DATE 02/21/2022

ACTIVITY	QTY	RATE	AMOUNT
ad400 mtk heavy duty card lock	12	2,690.00	32,280.00T
best ic core	12	90.00	1,080.00T
pim400-485	6	1,600.00	9,600.00T
various cover plates and mounting hardware	1	500.00	500.00T
millennium control board	6	800.00	4,800.00T
32 door ultra software	1	1,200.00	1,200.00T
power supply	6	300.00	1,800.00T
install 6 station door cotrols	6	1,000.00	6,000.00T
airfare	1	400.00	400.00T
hotel, food,etc....	1	2,000.00	2,000.00T

SUBTOTAL	59,660.00
TAX	0.00
TOTAL	\$59,660.00

Accepted By

Accepted Date