

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

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

City of Palmer, Alaska
City Council Meeting
October 27, 2020, at 7:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction and Setting a Public Hearing for November 10, 2020, for **Ordinance No. 20-014:** Amending Palmer Municipal Code Section 18.27.020 Voting Methods Relating to Absentee Voting –By MailPage 3
 - b. **Action Memorandum No. 20-077:** Authorizing the City Manager to Negotiate and Execute a New Lease Agreement with Angel Aviation, Inc. on Palmer Municipal Airport Lot 25A, Block 3 for the Purpose of Establishing a New Fixed Based Operator to Include an Office Building, Aircraft Hangar, and Fueling Station.Page 7
2. Approval of Minutes of Previous Meetings
 - a. September 22, 2020, Regular MeetingPage 51

E. REPORTS

1. City Manager’s Report
2. City Clerk’s Report
3. Mayor’s ReportPage 57
4. City Attorney’s Report

F. AUDIENCE PARTICIPATION

G. PUBLIC HEARING

1. **Ordinance No. 20-012:** Enacting Palmer Municipal Code Chapter 3.21 Suspension and Debarment of Public Contractors (2nd Public Hearing) (Pending Motion).....Page 59
2. **Ordinance No. 20-013:** Amending Portions of Palmer Municipal Code Chapter 17.24, R-2 Low Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential DistrictPage 65
3. **Resolution No. 21-001:** Adopting the 2021 City of Palmer Employee Pay Plan (2nd Public Hearing)Page 73
4. **Resolution No. 21-002:** Adopting the 2021 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021 (2nd Public Hearing)Page 75
5. **Resolution No. 21-003:** Adopting the 2021 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021 (2nd Public Hearing)Page 91
6. **Resolution No. 21-004:** Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021 (2nd Public Hearing)Page 105

7. **Resolution No. 21-005:** Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021, and Appropriating Monies (2nd Public Hearing)Page 111

H. NEW BUSINESS

1. **Committee of the Whole:** Presentation of the 2021 Budget (note: action may be taken by the Council following the Committee of the Whole)

I. RECORD OF ITEMS PLACED ON THE TABLE

J. AUDIENCE PARTICIPATION

K. COUNCIL COMMENTS

L. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Nov 3	Special	6 pm	DOT Presentation & Budget
Nov 10	Special	6 pm	Budget
Nov 10	Regular	7 pm	Budget
Nov 24	Special	6 pm	Budget
Nov 24	Regular	7 pm	Budget Adoption
Jan 12, '21	Regular	7 pm	

**City of Palmer
Ordinance No. 20-014**

Subject: Amending Palmer Municipal Code Section 18.27.020 Voting Methods Relating to Absentee Voting – By Mail

Agenda of: October 27, 2020 - Introduction

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


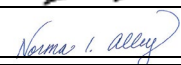
Originator Information:

Originator: City Clerk

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ **0.00**

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature:  _____

Attachment(s):

- Ordinance No. 20-014

Summary Statement/Background:

After the 2020 elections, there are a few code amendments identified which would support voter ease in the absentee by mail process. This ordinance authorizes those amendments.

Administration's Recommendation:

Adopt Ordinance No. 20-014

LEGISLATIVE HISTORY

Introduced by: City Clerk Alley
Date: October 27, 2020
Public Hearing:
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Ordinance No. 20-014

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Section 18.27.020 Voting Methods Relating to Absentee Voting – By Mail

WHEREAS, the City of Palmer, Alaska ("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 matter set forth in this ordinance is not prohibited by law or the Charter; and

WHEREAS, there is a need to provide clarification and better timeliness in the absentee by mail process for ease of voting for the electorate.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code 18.27.020 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

18.27.020 Absentee voting – By mail.

A. A registered voter may apply to the clerk for an absentee by mail ballot ~~to be mailed to the voter not earlier than the first of the year in which the election is to be held; and no later than 4:00 p.m. Alaska Standard Time nor less than seven~~ 11 calendar days before an election. ~~A request may be made by facsimile.~~

B. All applications for an absentee by mail ballot shall be in writing ~~either~~ on a form provided by the clerk's office ~~or in a letter~~ containing the following information:

1. The applicant's first and last name;

2. ~~1.~~ The applicant's place of residence;

3. ~~2.~~ The address the applicant desires the absentee by mail ballot to be mailed;

2.3.The applicant's signature; and

3.4.A voter identifier such as voter number, a Social Security number, or date of birth.

C. Once ballots are in the clerk's possession and ready for distribution ~~and upon timely receipt of an application for absentee by mail ballot,~~ the clerk shall mail an official ballot, and other absentee by mail voting material, to the applicant, at the mailing address given on the application. A return envelope, marked with the words "official election mailballot," shall be included with the voting materials and addressed to the clerk.

D. At any time on or before the day of the election, any voter receiving an absentee by mail ballot may vote the ballot. The voted ballot ~~shall then~~ should be placed in the a secrecy sleeve, which is then placed in the return envelope, ~~and the voter shall sign the certification on the return envelope and have it witnessed in the presence of one of the following authorized officials such as in the presence of either of the following, who shall attest to the voter's signature by signing the certification:~~

1. A notary public, ~~U.S. postmaster or authorized postal clerk,~~ commissioned military officer, judge, justice, magistrate, clerk of the court, a duly appointed voter registrar, or election official as defined in PMC 18.05.010; or
2. One witness who is at least 18 years of age ~~may witness the voter's signature if an~~ authorized official is not reasonably accessible.

E. After witnessing the absentee by mail voter's signature, ~~the official or witness shall return the voted ballot to the voter who shall mail or otherwise deliver the ballot to an election official or the clerk. The voted absentee ballot shall be received by mail as defined in PMC 18.35.080 or returned to an election official no later than 8:00 p.m. on election day. A precinct~~ Election officials shall deliver ~~the voted~~ absentee by mail ballots to the clerk. The clerk shall deliver ~~the voted~~ absentee by mail ballots to the canvass board for canvassing.

F. Prior to the election, the clerk shall give to the election officials ~~board~~ a list of voters from the city who have been issued absentee by mail ballots.

G. If a voter who was issued an absentee by mail ballot returns to the voter's precinct on election day, the voter may not vote a regular ballot at the polling place unless the voter first surrenders ~~to the election board the absentee by mail ballot, ballot envelope and return envelope issued to the voter. If the absentee by mail voter does not have the absentee by mail ballot to surrender,~~ the voter may vote a questioned ballot. Surrendered absentee by mail ballots, ballot envelopes and return envelopes collected by the election official ~~board~~ shall be returned to the clerk.

Section 4. Effective Date. Ordinance No. 20-014 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

City of Palmer
Action Memorandum No. 20-077

Subject: Authorizing the City Manager to Negotiate and Execute a New Lease Agreement with Angel Aviation, Inc. on Palmer Municipal Airport Lot 25A, Block 3 for the Purpose of Establishing a New Fixed Based Operator to Include an Office Building, Aircraft Hangar, and Fueling Station

Agenda of: October 27, 2020

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

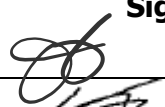


Originator Information:

Originator: Frank J. Kelly, Airport Superintendent

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ **6,760.00**

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$	6,760.00
<input type="checkbox"/>	Creates expenditure in the amount of:	\$	_____
<input type="checkbox"/>	Creates a saving in the amount of:	\$	_____
<input type="checkbox"/>	Has no fiscal impact		

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>03-00-00-3431 Land Leases (2021)</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature:  _____

Attachment(s):

- Draft Lease Agreement PMA No. 20-002
- Draft Memorandum of Lease PMA No. 20-002
- Preliminary Plot Plan

Summary Statement/Background:

For the last several months the airport administration has been working with Angel Aviation, Inc. on the development of plans to establish a new fixed based operator at the Palmer Municipal Airport (PMA). Angel Aviation, Inc. currently has flight school operations in Arizona and in Anchorage at Merrill Field. Due to the lack of space and the cost of space at Merrill Field, the Palmer Municipal Airport has proven to be a very attractive option for their proposed development.

Angel Aviation, Inc. has intentions to build a 60' X 60' two story commercial office building, a 60' X 80' commercial hangar, and a fueling station. These leasehold improvements will house their flight school, charter service, flight seeing, aircraft rental, maintenance operations, aircraft, and aircraft parts sales, as well as, an above ground self-service fueling station for both public and private use.

For ease of development on an otherwise challenging lot, airport administration has created a new lease lot (LL) known as 25A. The newly created LL 25A is the combination of LL 23, 24, and 25 and will encompass 1.94 acres. This new fixed based operator operation will be front and center as one enters the airport on Evergreen. It is the intention of Angel Aviation, Inc. to construct their new buildings with Insulated Concrete Forms (ICF), which is a more costly, but environmentally friendly approach to construction and generally results in a superior building project.

Angel Aviation, Inc. is solely owned by the Merrill's (Samuel or "Al", Robbyn, and Lucas) all of which will be required to guarantee the new PMA lease.

Administration's Recommendation:

To approve Action Memorandum No. 20-077



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

**PALMER MUNICIPAL AIRPORT
LEASE AGREEMENT No. 20-002**

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City of Palmer

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

**PALMER MUNICIPAL AIPORT
LEASE AGREEMENT No. 20-002**

This LEASE AGREEMENT is made and entered into this 1st day of November 2020, by and between the City of Palmer, a municipal corporation organized and existing under its charter and the laws of the State of Alaska, hereinafter referred to as the "Lessor", and Angel Aviation, Inc., hereinafter referred to as the "Lessee".

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

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

ARTICLE I - PREMISES, TERM AND RENTALS

Section 1.1 Premises and Purpose

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

Palmer Municipal Airport, Block 3, Lease Lot 25 (A)
Containing 1.94 acres or 84,500 square feet, more or less
A.K.A. 820 E. Evergreen Avenue, Palmer, AK. 99645
See Attached "Exhibit A"

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

- 30' utility easement (waterline) running north to south located 100' from the westerly lot line. This easement is 15' on either the west side of or the east side of said waterline.
- 10' electrical easement running north to south along the most easterly edge of lot line bordering the westerly edge of Apron B.

- B. Lessee shall use the Premises for the following Aeronautical uses only, and for no other: "Conduct of flight training, aircraft inspection and maintenance, charter and rental services, and uses incidental thereto, including aircraft parking, storage, sales, parts sales, fueling activities and administrative and business uses for Lessee's aeronautical activities". FBO

- C. Any use of the Premises for Non-Aeronautical activity is strictly prohibited, unless an approved amendment to this lease is adopted and fair market value rates for Non-aeronautical areas are applied.

Section 1.2 Term and Renewal

- A. The term of the lease shall be for a period of 25 years, commencing on the 1st day of November 2020 (the "Commencement Date") and ending on the 31st day of October of 2045, subject to the terms of provisions hereof.
- B. Provided Lessee fully and faithfully performs all of the covenants and conditions contained herein for the term of the Lease, Lessor may approve an additional period of 20 years at the expiration of this Lease so that the total number of years available to Lessee is 45 years. As with the initial term at the start of and continuing through the renewal period,
1. The rental rate will continue to be subject to changes as provided in Section 1.4 "Rent Adjustment,";
 2. The renewal insurance provision as provided in Section 4.3 will apply along with any other changes made in accordance with Section 4.3;
 3. The Lease will be subject to such other and further changes as are deemed necessary by Lessor for the reasonable protection of Lessor;
 4. In addition, if this Lease is renewed, it shall be subject to all provisions of the Palmer Municipal Code and to the City's Regulations that pertain to the Airport in effect at the time of the renewal or amended thereafter. Including but not limited to the current airport regulations.
- C. To renew this Lease, Lessee must comply strictly with the following:
1. Not more than 24 months nor less than 12 months before the end of the term of this Lease, the Lessee must indicate in a signed writing delivered to the Palmer City Manager, the Lessee's request to exercise the option to renew this Lease.
 2. If Lessee fails to notify Lessor within said time period, this Lease shall be deemed terminated at the scheduled expiration date.

Section 1.3 Rent

- A. Lessee shall pay to the Lessor as rent during the term hereof the sum \$6,760.00 per year, payable annually in advance without demand, beginning July 1, 2021 and continuing on the same day of each and every year thereafter during the term of the lease at the office of the Lessor set forth in Section 7.8 or at such other place as the Lessor may designate in writing. (Rent is derived as follows: 84,500 square feet X \$0.08 cents per square foot)
1. In addition, Lessee shall pay the prorated amount from execution of lease to June 30, 2021 for \$4,481.84 (\$18.52 X 242 days), Less the \$500.00 lease application fee dated September 28, 2020 or initial prorated sum of \$3,981.84.
 2. Failure to pay rent by the thirtieth day after the due date shall obligate the Lessee to pay a late charge of \$100.00, which sum is agreed to a reasonable estimate of the Lessor's damages for late rental payments and shall not be construed as a penalty or a limitation on Lessor's remedies.
 3. This late charge is in addition to a 12 percent daily interest rate from the due date. $(0.12\% / 365 = .00033 \times \$6,760.00 = \$2.23 \text{ cents per day})$
- B. All rent shall be payable in current legal tender of the United States. Payment may be tendered by check, but payment shall not be made in fact until such check has been honored by the drawee bank. The tender of payment by check within the time provided shall be deemed sufficient to meet any due date only if the check is subsequently honored

by the drawee bank and the Lessor subsequently receives the legal tender required by this Lease. Any subsequent dishonor and non-receipt of rent payment shall constitute a default of this Lease.

- C. The extension of time for the payment of any installment of rent, or the acceptance by the Lessor of any money other than of the kind herein specified, shall not be a waiver of the right Lessor to insist on all other payments of rent to be made in the manner and at the time herein specified. The acceptance by the Lessor of a past due installment payment shall not waive the Lessor's right as to any other default or breach of the Lease.
- D. The rent herein specified shall be net to the Lessor and such payment shall not be subject to any abatement, deduction or off set (except as otherwise provided in this Lease).
- E. All taxes, charges, costs, expenses, utilities and assessments which the Lessee is required to pay hereunder, and all damages, costs and expenses which the Lessor may incur by reason of any default of the Lessee or failure on the Lessee's part to comply with the terms of the Lease, shall be deemed to be additional rent and in the event of nonpayment by the Lessee, the Lessor shall have all the rights and remedies with respect thereto that the Lessor has for the nonpayment of the basic rent.

Section 1.4 Rent Adjustment

- A. It is the intent of the parties that the Palmer Municipal Airport be a self-sustaining facility and operate without any support from the general fund of the Lessor.
- B. The rent shall be subject to adjustment at five (5) year intervals to achieve fair market rent, the first adjustment date is five (5) years following the annual payment. The rent shall be adjusted as follows:
 - 1. Six (6) months prior to the termination of the initial five (5) year period and any subsequent five (5) year period, Lessor shall propose the rent for the next five (5) year period of the lease term and the parties hereto may, by mutual agreement, set the rent for the five (5) year period. The basis of the initial proposed new rent for the next five (5) year term will be the accumulated increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, semiannual averages, all items index for the Anchorage, AK. Local area, based upon 2019 as a base year. Additional factors for the basis of the initial proposed new rent will include, but are not limited to; the comparative leasing rate of similar airports in the Alaskan market place, as well as local and state economic conditions and the airports' vacancy rates.
 - a. If an agreement is not reached ninety (90) days prior to the end of the current five (5) year period, the fair market rental value of the premises shall be determined by an appraiser selected by the lessor who shall (a) be a member of The American Institute of Real Estate Appraisers, and (b) have experiencing in appraising properties similar to the premises. (The "Qualified Appraiser"). The cost of the initial appraisal shall be born equally between Lessor and Lessee. If either the Lessor or Lessee or both shall disapprove of the fair market rental of the premises as thus determined, the dissatisfied party(s) may then designate another Qualified Appraiser who shall conduct a second (or additional) independent appraisal(s) of the premises and the fair market rental of the premises shall be determined to be the average of the two appraisals. The cost of the additional appraisal shall be borne by the dissatisfied party. In the event that both the Lessor and the Lessee are both dissatisfied with the original appraisal than the

- cost of, the second appraisal shall be borne equally between the Lessor and Lessee.
2. Lessor's failure to timely start this rent adjustment procedure does not affect the rent adjustment, other than that the rent shall not be adjusted for the period before Lessor starts the procedure for each five-year period.
 - a. If, for example, Lessor starts the rent-adjustment procedure for the first time on the first day of the seventh year of the lease term, then the rent shall remain unchanged for the previous six years.
 - b. Any adjustment in Section 1.4 would start as of the first day of the seventh year and remain in effect through year ten when Lessor could again start the rent-adjustment procedure.
 - C. During the pendency of any determination of fair market rent, Lessee shall pay the rent last in effect for the Premises until such determination has been made. Any deficiency between the rent so paid and the adjusted rent retroactive to the beginning of the period for which it is due shall be paid within thirty (30) days of being billed to Lessee with interest from the original due date of such rent at the rate highest rate allowed by law for debts under \$25,000 or twelve percent (12%) per annum, whichever rate is lower.

Section 1.5 Determination of Fair Market Rent

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

ARTICLE II - IMPROVEMENTS

Section 2.1 Improvements

- A. Promptly after the execution and delivery of this Lease, and as hereinafter more particularly provided, the Lessee at its own cost and expense shall cause plans and specifications to be prepared for the construction of the following building, structures and improvements to be placed on the leased Premises, hereinafter referred to as "Improvements".
 1. Improvements consist of: 60' X 60' two story ICF office building and a 60' x 80' ICF aircraft hangar, as well as an above ground and enclosed fueling facility.
 2. 76,000 square foot paved apron
 3. Utilities of: Water, Sewer, Electric, Natural Gas
- B. Failure to timely complete the improvements shall constitute a condition of default.

- C. The improvements shall fully comply with all applicable federal, state, and municipal laws and regulations, including but not limited to federal, state, and municipal building, fire, construction and safety codes and zoning regulations and requirements.

Section 2.2 Plans and Specifications

- A. The Lessee at its own cost and expense shall have prepared conceptual plans for improvements and shall prepare and submit them to the Department of Community Development and the Airport Manager on or before March 15, 2021. The conceptual plans shall have a site plan, building floor plan, all four building elevations and the improvements to be constructed.
- B. The Lessee shall submit the conceptual plans required (as outlined by this section) within the time specified, or the Lessor shall have the right and privilege to terminate this Lease on ten (10) days written notice and if such notice is given this Lease shall terminate and shall be of no further force and effect at the expiration of such ten-day period.

Section 2.3 Conceptual Plans

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

Section 2.4 Final Plans

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

- A. The Lessee shall submit to the Airport Manager any plans and detailed drawings including copies which may be required for the ~~such~~ permit before submitting the plans and drawings for a permit.
- B. Thereafter the Lessee at the Lessee's own expense shall proceed promptly with preparation of complete and final plans and complete detailed specifications (such plans

and specification hereafter termed "final plans") for the Improvements and shall submit to the Airport Manager for the Airport Manager's approval the final plans as soon as practicable.

- C. The failure of the Lessee to proceed promptly with the preparation of final plans or to submit final plans as required by this section shall constitute a default and breach of this Lease and shall enable the Lessor to terminate this Lease on ten days written notice.

Section 2.5 Airport Manager's Approval

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

Section 2.6 Compliance with part 77 FAR

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

Section 2.7 Commencement of Construction

If the Lessee has not commenced construction of the Improvements by, on or before July 1, 2021, the Lessor shall have the right at Lessor's option to terminate this Lease on thirty (30) days written notice.

Section 2.8 Completion of Construction

- A. The Lessee shall have completed construction of the Improvements by, on or before June 30, 2022.
- B. The construction shall be completed when the Improvements have been substantially completed and are capable of the use for which they were intended.
- C. If the Lessee has not completed the construction by the scheduled completion date the Lessor shall have the right, at Lessor's option, to terminate the Lease on ten days written notice.

Section 2.9 Liens

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

Section 2.11 Performance Guarantee

- A. The work, of \$100,000, as described in this lease document shall not begin until the Lessee or Lessee's contractor has provided to the Lessor a performance guarantee in the form of a performance bond, escrow, an irrevocable letter of credit, or deed of trust in an amount equal to 110% of the estimated cost of the Improvements to be accomplished,

which guarantees the completion of the work by Lessee or Lessee's contractor in accordance with the plans and specifications approved by Lessor and guarantees the payment by Lessee or Lessee's contractor of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work.

- B. The work, if funded by an Alaskan Financial Institution on behalf of the Lessee of \$100,000, as described in this lease document shall not begin until the Lessee's Financial Institution has provided to the Lessor a "Letter of Construction Financing" in an amount equal to 100% of the cost of improvements in a "Construction Loan Account" which ensures the payment by Lessee, Lessee's Contractor or Lessee's Financial Institution of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work, in a form approved by the City.
- C. Bonds shall be a performance bond from a company qualified by law to act as a surety in the State of Alaska. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Lessee as the principal. The surety must be rated by A.M. Best as an A or B surety.
- D. The Lessee may deposit cash in an escrow with a bank qualified by law to do business in the State of Alaska. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.
- E. The Lessee may provide to the City, an irrevocable letter of credit or loan commitment by a bank qualified by law to do business in the State of Alaska naming the City as beneficiary. The letter of credit or loan commitment agreement shall be in a form approved by the City.
- F. The Lessee may grant the City a first deed of trust on real property located in the Matanuska-Susitna Borough to secure the estimated cost of all improvements. The City will accept the first deed of trust if:
 - 1. The Matanuska- Susitna Borough's assessed value for the tax purposes equals or exceeds the amount to be secured by the deed of trust; and
 - 2. The City obtains at the Lessee's expense, a policy of title insurance from a recognized Title Company doing business in the Matanuska Susitna Borough naming the City as the insured beneficiary of the first deed of trust in the amount of the estimated cost of all improvements.

Section 2.12 Inspection

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

Section 2.13 Non-Responsibility

The Lessor may at the time enter upon the Premises for the purpose of posting notices of non-responsibility for any work, labor or materials supplied or furnished to these Premises and the Lessee shall notify, in writing, and in advance of any construction, the Lessor of any construction in order that the Lessor may post such notices of non-responsibility. It is the understanding of the parties hereto that any such work, labor, or materials are supplied only to further the purposes

of the Lessee and that work, labor and materials have been contracted for solely by the Lessee for Lessee's own benefit and not as agent of Lessor.

Section 2.14 As Built Plans

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

Section 2.15 Improvements Subject to Reversion or Removal

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

Section 2.16 Alterations and Other Improvements

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

Section 2.17 Pavement/Utility Services

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

ARTICLE III - USE OF THE LEASED PREMISES

Section 3.1 Airport Purposes

- A. Lessee shall have the right to conduct on the premises those activities stated in Section 1.1 B only, and Lessee shall not use the Premises for any other purpose or activity without first obtaining the written consent of the Airport Manager to do so.
- B. In addition, Lessees' activities are to be aeronautical related activities as defined in the Federal Aviation Administration's (FAA's) Airport Compliance Handbook, FAA order 5190.6B and the FAA Revenue Diversion Policy and all planned development shall be consistent with the Palmer Municipal Airport Layout Plan and Master Plan.
- C. It is the purpose of this Lease to foster and abet air commerce at Palmer Municipal Airport and it is not the intent of this Lease to provide premises for uses which do not promote the development and use of Palmer Municipal Airport.
- D. All uses normally incidental to an airport such as car rental agencies, limousine service, restaurants, insurance sales, and other such incidental services not directly related to the maintenance and operation of aircraft are prohibited except when the Airport and the FAA have established that a specific facility is not currently needed for aeronautical purposes.
- E. Any non-aeronautical use must be limited and incidental.
- F. Any non-aeronautical use must be approved by the Airport Manager and the FAA in writing prior to its commencement.
- G. Any approved non-aeronautical use will be allowed only on an interim basis and will be phased out if aeronautical demand increases.

- H. If a non-aeronautical use is approved, the rent provided in section 1.3 shall be increased to reflect the fair market value of the portion of the Premises used for non-aeronautical uses.
- I. Requests for non-aeronautical uses will be made first to the Airport Manager and if approved by the Airport Manager and FAA, the non-aeronautical use and the conditions associated therewith will be detailed in an addendum to this Lease.
- J. Lessee shall not use or permit any part of the Premises to be used for any unlawful purpose of or for any purpose or use that may constitute a nuisance or hazard to health, safety, or property.
- K. Lessee shall not use or allow the Premises or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, or rule or regulation concerning the operation or use of Palmer Municipal Airport.

Section 3.2 Compliance with Laws

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

Section 3.3 Hazardous Materials

- A. Neither Lessee nor Lessee's agents shall cause or permit any Hazardous Materials or Substances to be brought upon, generated, stored, disposed of, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees without the prior written consent of Lessor.
- B. Lessee shall demonstrate to Lessor's reasonable satisfaction that such Hazardous Materials or Substances are necessary to Lessee's business and will be used, generated, disposed of, and stored in a manner that complies with all laws regulating any such Hazardous Materials or Substance so brought upon, generated, stored, disposed of or used in or about the Premises.
- C. Lessor may, at its option require Lessee to provide annual reports, submitted with the annual rent payment.
- D. The Lessee will report the kinds and quantities of Hazardous Materials or Substance on the Premises and how the Lessee complies with applicable laws regarding disposal.
- E. If Hazardous Material or Substances have been used, generated, disposed of or stored in or about the Premises during the term of this Lease, Lessor may, at its election, have any environmental assessment performed of the Premises, at the Lessee's expense, at the termination of this Lease or termination of Lessee's right to possession under this Lease.
- F. If any of the following occur;
 - 1. Lessee breaches the obligations in this section;
 - 2. The presence of Hazardous Material or Substance on the Premises caused or permitted by Lessee results in contamination of the Premises or contamination of any other property at the Palmer Municipal Airport; or
 - 3. Contamination of the Premises or any other property at Palmer Municipal Airport by Hazardous Material or Substance otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom;
 - a. Then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on

marketing of space, sums paid in settlement of claims, attorneys' fees, appellate attorney's fees, consultant fees, expert fees, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material or substance present in the soil or groundwater on or under the Premises which arise during or after the Lease term as a result of such contamination.

- G. Without Limiting the foregoing, if the presence of any Hazardous Material or Substance on the Premises caused or permitted by Lessee results in any contamination of the Premises or any other property at the Palmer Municipal Airport, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises and/or other property to the condition existing prior to the introduction of any such Hazardous Material or Substance; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or other property.
- H. As used herein, the term "Hazardous Material or Substance" shall be interpreted broadly to include, but not limited to, substances designated as hazardous under the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq., the Federal Water Pollution Control Act, 33 USC Section 1257 et seq. the Clean Air Act, 42 USC Section 2001 et seq the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601 et seq., Title 46 of the Alaska Statutes, or by any applicable federal, state, or local statute, regulation or ordinance now or hereafter in effect and as they may be amended or interpreted from time to time.
- I. The provisions of this Section 3.3 shall survive any termination of Lessee's right to possession of the Premises and/or termination of this Lease.

Section 3.4 Americans with Disabilities Act

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

Section 3.5 Reservations and Exceptions

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

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

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

Section 3.7 Aircraft on Premises

The Lessee shall provide the Airport Manager a list showing all aircraft on the Premises for any purpose, together with the aircraft type, model and number, the name and address of the owner, the purpose of the aircraft being on the Premises, and such other information concerning its identification thereof as the Airport Manager shall deem necessary.

Section 3.8 Discriminatory Acts Prohibited

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

compliance within the time set forth in the request or the findings and decision to correct the alleged violation.

Section 3.9 Affirmative Action

- A. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered in this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessor that any similarity will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- B. The Lessor upon ten (10) days' notice to the Lessee of any violation of subsection A shall request that the Lessee either correct or justify any practice or charge alleged as a violation. In any proceeding whatsoever, the burden of justification requirement of subsection A. The Lessee within ten (10) days after receipt of the notice, shall comply with the request or submit to the Lessor its justification in writing. The Lessor shall submit its findings and decision as to any alleged violation within fifteen (15) days after receipt of the Lessee's justification, and such findings and decision of the days of its objections to any request for compliance or to any adverse findings and decision, the Lessee shall waive any defense that the alleged violation is justified.
- C. The Lessor, at its option, may forthwith terminate this Lease without any liability to Lessee thereunder for any failure by Lessee without justification to comply with Lessor's request for compliance within the time set forth in the request of the findings and decision to correct the alleged violation.

Section 3.10 Maintenance of Premises

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

Section 3.11 Signs

- A. Lessee shall not, without Lessor's written consent, place or erect any sign of any nature on any part of the Premises, but such consent shall not be unreasonably withheld to one flat sign of reasonable size bearing the Lessee's trade name, providing such sign meets all city zoning and sign requirements.

- B. At the termination of this Lease, any such sign shall be removed by Lessee at Lessee's own expense.
- C. Lessee shall apply for a sign permit from the Department of Community Development and shall comply with Palmer Municipal Code.

Section 3.12 Improvements and Alterations

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

- A. Prior to commencing construction, renovation, enlargement, demolition, or modification of leasehold improvements now or hereafter existing on the Premises, Lessee shall submit to the Airport Manager plans and specifications for such work (including plans for landscaping and irrigation, if any) and Timeline for various phases of work.
- B. The Airport Manager shall approve or disapprove such plans and specifications and accompanying Timeline at his or her sole discretion.
- C. Upon Lessee's receipt of the Airport Manager's written approval of such plans and specifications, Lessee agrees to construct the proposed leasehold improvements in strict accordance with such plans and specifications and Timeline.
- D. The Airport Manager's approval of submitted plans and specifications shall not constitute the assumption of any liability by Lessor for their compliance or conformity with applicable building codes, zoning regulations, and city borough, state and federal laws, ordinances and regulations, or for their accuracy, and Lessee shall be solely responsible for such plans and specifications.
- E. The Airport Manager's approval of plans and specifications shall not constitute a waiver of Lessor's right to therefore require Lessee to amend the same to provide for any corrections or omissions needed to comply with applicable building codes, zoning regulations, city, borough, state or federal laws, ordinances or regulations.
- F. The review and approval required by Section 3.12 is in addition to any other review and approval needed for any required building permits or similar authorizations.
- G. Lessee shall obtain all necessary licenses and permits to accomplish any of the work described in Section 3.12. Nothing in this Lease is intended to limit or restrict the City of Palmer in the exercise of its police power, authority to enforce building, fire and other safety codes, laws, ordinances, or regulations.
- H. Lessee agrees to comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations prior to the construction of the Improvements and prior to the construction of any future building or structure situated on the Premises.
- I. Any contract or agreement for labor, services, materials or supplies furnished in connection with construction or alteration of any improvement to the Premises shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Premises or the improvements.
- J. Before the commencement of any such work, Lessee shall deliver to Lessor either an executed duplicate original of such contract or a written waiver by the architect, engineer, contractor, material man, mechanic, person or corporation named in such contract of all right of lien which he or it might otherwise have upon or against the Premises, or the improvements to be constructed or altered, or the interest of Lessor therein.
- K. Lessee hereby warrants to Lessor that the Premises and all such other improvements thereto, shall be free and clear of all liens, claims and encumbrances and agrees to indemnify, defend and hold Lessor harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees and appellate attorneys' fees, with respect thereto.

- L. If any lien or notice of lien on account of the alleged debt of Lessee or lien or notice of lien by any party engaged by Lessee or Lessee's contractor to work on the Premises shall be filed against the Premises or improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, order of court or competent jurisdiction or otherwise.
- M. The work, in excess of \$100,000, as described in this lease document shall not begin until the Lessee or Lessee's contractor has provided to the Lessor a performance guarantee in the form of a performance bond, escrow, an irrevocable letter of credit, or deed of trust in an amount equal to 100% of the estimated cost of the Improvements greater than \$100,000 to be accomplished, which guarantees the completion of the work by Lessee or Lessee's contractor in accordance with the plans and specifications approved by Lessor and guarantees the payment by Lessee or Lessee's contractor of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work.
- N. All alterations, buildings, structures or other improvements placed on the Premises by Lessee shall be subject to section 7.6 of this Lease.

Section 3.13 Quiet Possession

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

Section 3.14 Lessee's option to Terminate

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

Section 3.15 Lessor's Option to Terminate

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

Section 3.16 Right of Entry and Access

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

Section 3.17 Lessor's Improvements

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

Section 3.18 Aviation Easement

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

Section 3.19 Right-of-Way and Easement

Lessor shall have the right to designate or grant rights-of-way or utility easements across the Premises without compensation to Lessee, provided that Lessee shall be entitled to compensation for the taking or destruction of any of Lessee's improvements and provided further that Lessee

may terminate the Lease or demand a rental adjustment to reflect any reduction in value of the Premises.

ARTICLE IV - TAXES, INDEMNIFICATION, AND INSURANCE

Section 4.1 Taxes, Assessments, and Utilities

- A. Lessee, in addition to the rentals provided for herein, shall pay when due (and before delinquency) all taxes, utility fees, assessments, and charges upon the Premises, the leasehold interest, and upon buildings, improvements and property thereon, which are assessed or charged at any time during the term.
- B. The Lessee shall furnish to the Lessor for Lessor's inspection within thirty (30) days after the date any amount payable by the Lessee as required by this section, official receipts from the appropriate taxing authorities or other proof satisfactory to the Lessor evidencing payment.
- C. The Lessee shall have the right at all times to protest any assessment of taxes or other assessments or charges, but the Lessor may require the Lessee to deposit with the Lessor any sums in dispute to insure payment in the event that any contest is unsuccessful.
- D. Lessee shall pay and be responsible for all charges for gas, electricity, water, light, heat, power, garbage, solid waste, and other utility service used in or about or supplied to the Premises.
- E. Lessee shall timely pay all sales tax on the rent on the lease, utilities, sales, service, rents, etc., and shall comply with City and Borough sales tax laws.

Section 4.2 Indemnification

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

Section 4.3 Insurance

- A. Lessee, at its own expense, shall secure and maintain in full force at all times during the term of this Lease:
 - 1. Commercial general liability. Commercial general liability insurance with a single occurrence liability limit of \$1,000,000 and an aggregate of \$2,000,000 insuring against liability of Lessee, its officers, contractors, licensees, agents, employees, guests, invites and authorized representatives, arising out of and/or in connection with Lessee's use or occupancy of the Premises; or
 - 2. Airport premises liability. Airport premises liability insurance on an occurrence basis with a single combined liability limit of not less than \$1,000,000 occurrence and \$2,000,000 aggregate limit for bodily injury and property damage.
 - 3. If applicable, third-party aircraft liability insurance with a single combined liability limit of not less than \$1,000,000 per occurrence;
 - 4. Commercial property insurance in the amount of replacement costs.
 - 5. Pollution Insurance covering all fueling activities with a single combined liability limit of not less than \$1,000,000 occurrence and \$2,000,000 aggregate limit.

- B. This insurance required under this Section shall:
 - 1. Name the Lessor as an "additional insured"
 - 2. Contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice;
 - 3. Be with an insurance company qualified to do business in the State of Alaska with a financial rating of at least "A" as rated in current Best's Insurance Reports;
 - 4. Include a waiver of subrogation clause by which the insurer waives all rights of subrogation against the Lessor for payments made under the policy; and
 - 5. Not contain a damage deductible for each and every loss that exceeds \$10,000.
- C. Lessee shall provide Lessor with proof of insurance coverage in the form of a certificate of insurance, and if requested by the Lessor, Lessee shall provide Lessor with a copy of the policy(ies). Failure to maintain such insurance in effect shall constitute grounds for immediate termination of this lease. Lessor may at its option purchase said insurance and charge the expense thereof to Lessee, which expense Lessee shall assume and pay.
- D. To reasonably protect itself, Lessor may adjust these minimum insurance requirements and add types of insurance or both by giving Lessee written notice of such adjustment ninety (90) days prior to the expiration of each five (5) year interval of the term of this Lease. Lessor may also adjust these minimum insurance requirements at any time if Lessee's use of the Premises changes, and in such event, Lessor shall give Lessee thirty (30) days written notice of such adjustment.
- E. The requirements of insurance coverage do not relieve Lessee from any other obligation under this Lease.

ARTICLE V - ASSIGNMENT AND SECURITY INTERESTS

Section 5.1 Assignment and Subletting

- A. Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Premises or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises without first obtaining Lessor's prior written consent. Lessor will not unreasonably withhold its consent; provided, however, if Lessor does unreasonably withhold its consent, Lessor shall not be liable for any damages, costs or attorney's fees arising therefrom.
 - 1. Lessor may condition its consent upon such terms as are in its best interest, including but not limited to matters regarding laws, insurance, risks, Lessee's defaults or past practices, risks attributable to assignee, etc., but Lessor may not condition its consent upon raising the rent other than as already allowed under this Lease.
 - 2. Any assignment, encumbrance or sublease without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default.
 - 3. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this section.
- B. If Lessee is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of any partner or partners, member or members owning twenty-five percent (25%) or more of the partnership or LLC in one or more transactions, or the dissolution of the partnership or LLC, shall be deemed a voluntary assignment.
- C. If Lessee is a corporation any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of Lessee in one or more transactions, or the sale of twenty-five percent (25%) of the value

- of the assets of Lessee in one or more transactions without immediate replacement with assets of equal or greater worth, shall be deemed a voluntary assignment.
- D. Lessee hereby irrevocably assigns to Lessor, as security for Lessee's obligations under this Lease, all rent from any subletting of all or a part of the Premises, and Lessor, as assignee and attorney-in-fact for Lease, may collect such rent and apply it toward Lessee's obligations under this Lease, except that, until the occurrence of an act of default by Lessee, Lessee shall have the right to collect such rent as it becomes due, one payment period at a time, which payment period may never exceed one year.
 - E. Lessee may not charge a sub-lessee a rent rate that changes from year to year, other than changes that result directly from changes made by Lessor, and Lessee shall never have the right to collect or receive rent in advance of when it is due. If the sub-lessee pays Lessee in advance and Lessor collects rent hereunder, then the sub-lessee must pay the advanced rent to Lessor and sub lessee may retrieve the advanced rent from Lessee. Neither this section nor collection of any such rent by Lessor shall be deemed to be Lessor's approval of any such sublease.
 - F. If, as a result of an assignment or sublease, the Premises will be used for purposes other than as set forth in section 3.1 herein. The consent of the Palmer City Council and the FAA, if applicable, must be obtained. It is the policy of the city council to discourage non-aviation related uses. Additionally, if incremental revenues over and above the Lessee's Lease payments will be realized from the sublease or assignment pertaining to non-aeronautical uses, Lessor may raise Lessee's existing rent to fair market value at the time of the approval of the sublease.
 - G. All assignment instruments shall include language whereby Assignee expressly assumes and agrees to pay the obligations of Lessee under this Lease.
 - 1. No assignment shall release or diminish the obligations of any Lessee or any Guarantor for performance of Lessee's obligations hereunder and Lessee shall remain liable as if no assignment were made.
 - 2. Lessee and Assignee will be jointly and severally liable for such obligations.
 - 3. Neither this section nor any payment of rent by such Assignee shall be deemed to be Lessor's approval of any such assignment.
 - H. All sublease instruments shall provide that the sublease is subject to all of the terms, covenants and conditions of this Lease.
 - I. Lessee agrees to pay to Lessor \$500 for any request by Lessee for Lessor to consent to any assignment or subletting by Lessee.

Section 5.2 Mortgage and Encumbrances

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

ARTICLE VI - DEFAULT AND ENFORCEMENT

Section 6.1 Default Defined

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

- A. Failure to pay the rent provided herein, or any part thereof, or other charge due hereunder, for a period of ten (10) days after written notice of such failure is given by Lessor to Lessee;
- B. Failure to perform the obligations set forth in Sections 3.8, 3.9, and 3.10 hereof, after any notice required by those sections;
- C. Failure to provide and maintain in effect **insurance** in compliance with Section 4.3 hereof **(for which failure there is no notice time requirement)**;
- D. Failure to do, observe, keep and perform any other terms, covenants, conditions, agreements and provisions contained in this Lease for a period of thirty (30) days after written notice of such failure is given by Lessor to Lessee, or, in the case of a default not reasonably susceptible of being cured within thirty (30) days (which does not include any default which may be cured by the payment of money), failure to commence promptly and proceed diligently and in good faith to cure such default within the initial thirty (30) days and complete such cure within a total of sixty (60) days after the sending of the notice;
- E. The abandonment of the premises by the Lessee, the making by the Lessee of a general assignment for the benefit of creditors, or the appointment of a permanent or temporary receiver for the Lessee's property, which is not vacated or set aside within thirty (30) days of sending of written notice of such event by Lessor; or
- F. The issuance of three (3) written notices for defaults or breaches within any consecutive twelve-month period, regardless of whether or not the default or breach was cured within the applicable time period.

Section 6.2 Lessor Remedies on Default

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

- A. Lessor may, at its election, terminate this Lease or terminate Lessee's right to possession only, without terminating this Lease.
- B. Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession without termination of this Lease, Lessee shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Lessor, and Lessee hereby grants to Lessor full and free license to enter into and upon the Premises in such event with or without process of law and to repossess Lessor of the Premises and to expel or remove Lessee and any others who may occupy or be within the Premises and to remove and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Lessee hereby waiving any right to claim damage for such re-entry and expulsion and without relinquishing Lessors right to rent or any other right given to Lessor hereunder or by operation of law.
- C. Upon any termination of this Lease, whether by lapse of time or otherwise, Lessor shall be entitled to recover:
 - 1. The worth at the time of the award of the unpaid rent (including any amounts treated as additional rent) that had been earned at the time of termination;

2. The worth at the time of the award of the amount by which the unpaid rent (including any amounts treated as additional rent) that would have been earned after the date of termination until the time of award exceeds the amount of the loss of rent for the same period that Lessee proves could have been reasonably avoided;
 3. The worth at the time of the award of the amount by which the unpaid rent (including a reasonable estimate of additional rent) for the balance of the term exceeds the amount of the loss of rent for the same period that Lessee proves could have been reasonably avoided; and
 4. Any other amount, full reasonable attorney's fees and court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.
- D. "The worth at the time of the award," used in this section, is to be computed by allowing interest as determined by the current bond rating from State of Alaska Municipal Bond Bank plus 5%. The "time of the award" is the date the Lessee is notified of the termination of the lease by the Lessor. Such notification shall be done by certified mail.
- E. Upon any termination of Lessee's right to possession only without termination of this Lease, Lessor may, at the Lessor's option enter into the Premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as provided in this section, without such entry and possession terminating this Lease or releasing Lessee, in whole or in part, from any obligation, including Lessee's obligation to pay the rent, including any amounts treated as additional rent hereunder, for the full term.
- F. Upon termination of Lessee's right to possession, Lessor may, but need not, relet the Premises or any part thereof for such rent and upon such terms as Lessor in its sole discretion shall determine (including, but not limited to, the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises) and Lessor shall not be required to accept any tenant offered by Lessee or to observe any instructions given by Lessee about such reletting.
- a. In any such case, Lessor may make repairs, alterations and additions in or to the, Premises, and Lessee shall, upon demand, pay the cost thereof, together with Lessor's expenses of reletting.
 - b. If the consideration collected by Lessor upon any such reletting plus any sums previously collected from Lessee are not sufficient to pay the full amount of all rent, including any amounts treated as additional rent here under and other sums reserved in this Lease for the remaining term hereof, together with the costs of repairs, alterations, additions, and Lessor's expenses of reletting and the collection of the rent accruing therefrom (including attorneys' fees), Lessee shall pay to Lessor the amount of such deficiency upon demand and Lessee agrees that Lessor may file suit to recover any sums falling due under this subpart from time to time.
- E. Lessor may, at Lessor's option, enter into and upon the Premises, with or without process of law, if Lessor determines in its sole discretion that Lessee is not acting within a commercially reasonable time to maintain repair or replace anything for which Lessee is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Lessee agrees to reimburse Lessor, on demand, as additional rent, for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.
- F. Any and all property which may be removed from the Premises by Lessor pursuant to the authority of this Lease or of law or in equity, to which Lessee is or may be entitled, may

be handled, removed and stored, as the case may be, by or in the direction of Lessor at the risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof.

1. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Lessor's possession or under Lessors control.
 2. Any such property of Lessee not retaken by Lessee from storage within thirty (30) days after removal from the Premises shall conclusively be presumed to have been conveyed by Lessee to Lessor under this Lease as a bill of sale without further payment or credit by Lessor to Lessee; provided, however, Lessor may disclaim as to any item or items and the effect of such disclaimer will be that the item or items never became the property of Lessor.
- G. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent, additional rent or other sum due to Lessor, hereunder or of any damages accruing to Lessor by reason of the terms, provisions and covenants herein contained.
- H. No act or thing done by Lessor or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or an acceptance of the surrender of the Premises shall be valid unless in writing signed by Lessor.
- I. No judicial action shall be necessary to terminate this Lease.
- J. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.
- K. Lessors acceptance of the payment of rental, including any amount treated as additional rental, or other sums hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Lessor so notifies Lessee in writing.
- L. Forbearance by Lessor to be deemed or construed to constitute a waiver of such default or of Lessor's right to enforce any such remedies with respect to such default or any subsequent default.
- M. If, on account of any breach or default by Lessee in Lessee's obligations under the terms and conditions of this lease, it shall become necessary or appropriate for Lessor to employ or consult with an attorney concerning this Lease or enforce or defend any of Lessor's rights or remedies hereunder, Lessee agrees to pay any attorneys' fees and appellate attorneys' fees so incurred.
- N. Lessor shall not be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon such reletting.

Section 6.3 Lessor's Failure to Enforce and Nonwaiver

- A. Failure by the Lessor to insist the strict performance of any term, condition or covenant of this Lease or to exercise any right or remedy available on a breach thereof, and acceptance of full or partial rentals during the continuance of any such breach shall not constitute a waiver of any such breach or any such term, condition or covenant.
- B. Terms, conditions or covenants of this Lease required to be performed by the Lessee, and breach thereof, shall not be waived, altered or modified, except by written instrument executed by the Lessor.

- C. Waiver of any breach shall not affect or alter any term, condition or covenant of this Lease, and each such term, condition or covenant shall continue in full force and effect with respect to any other then existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by the Lessor as provided in this Lease.

ARTICLE VII - GENERAL COVENANTS

Section 7.1 Condition and Status of Premises

- A. Lessee acknowledges that Lessee has examined the Premises and accepts same in its present condition without any representation or warranty, express or implied in fact or by law, by the Lessor as to the title, nature, condition or usability of the Premises for the purposes set forth in this Lease, all of said warranties being hereby expressly property **as-is** in its present condition, together with all faults.
- B. Lessee agrees to provide written notice to Lessor immediately upon Lessee becoming aware or having a reasonable belief:
1. That the Premises or any adjacent property is being, may be, or has been contaminated with any Hazardous Materials, or
 2. Of the existence of any Hazardous Materials in, within, on or near the Premises or adjacent property.

Section 7.2 Risk of Loss

Destruction or damage to any building or improvement on the Premises by fire, rain, ice, snow, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall not entitle the Lessee to surrender possession of the Premises, to terminate this Lease, to violate any of its provisions, or to cause any rebate or abatement in rent when due or thereafter becoming due under the terms hereof.

Section 7.3 Repair or Rebuilding

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

Section 7.4 Condemnation

- A. If all the Premises, or any part thereof required for the reasonable use of the Premises, is taken by eminent domain, this Lease shall expire on the date when the Lessee is required to vacate the Premises, and the rent shall be apportioned as of that date.
- B. If there is a taking of a part of the Premises not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the rent shall be equitably reduced, based on the proportion by which the Premises is reduce, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority.
- C. Except for improvements constructed and paid for by Lessee, Lessor reserves all rights to damages to the Premises for any taking by eminent domain and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award.

- D. Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business. Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's moving expenses and for the interruption of or damages to Lessee's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Lessor.

Section 7.5 Surrender of Premises

At the expiration of any Lease term, upon termination of this Lease, upon reentry by Lessor or otherwise, the Lessee shall peacefully and quietly surrender the Premises in as good a condition as it was at the beginning of the initial term, reasonable use and wear and damages by the elements excepted.

Section 7.6 Reversion or Removal of Buildings and Improvements

- A. Any and all buildings, structures, alterations or improvements placed by the Lessee upon the Premises shall, at the option of the Lessor, revert to and become the property of the Lessor at and upon the expiration or termination of this Lease and/or the termination of Lessee's right to possession of the Premises.
- B. Lessor, in its sole discretion, may require Lessee to remove part or all of said buildings, structures, alterations and/or improvements including, but not limited to, fuel tanks and lines, and partially or completely restore the Premises to the condition of the Premises at the inception of this Lease by sending written notice requesting such removal and restoration within sixty (60) days after such expiration or termination.
- C. Lessee shall then at its own expense complete such removal and restoration within ninety (90) days of the sending of such notice.
- D. At the conclusion of the current lease and extension period(s) the existing Lessee shall be given preference in executing a new lease on the same premises, provided that the proposed land use is compatible with the current Airport Layout Plan and the Lessee is otherwise in good standing with the City of Palmer and in substantial compliance with the existing lease.
- E. Section(s) 7.5 and 7.6 do not necessarily preclude a lessee from recovering value from Lessee's leasehold improvements by selling to a third party at any time during the lease term, provided that all other conditions of the active lease have been met. At such time, the buying third party would request a new lease or an assignment of the existing lease, and such request would not be reasonably withheld.

Section 7.7 Holdover

- A. In the event the Lessee shall hold over after the expiration or termination of this Lease for any cause whatsoever, Lessee shall pay Lessor monthly rent at double the annual rental rate divided by twelve for the entire time Lessee remains in possession, and in addition thereto, Lessee shall hold Lessor harmless from all damages resulting from Lessee's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Lessee's failure to surrender the Premises.
- B. If Lessee remains in possession of the Premises after expiration of the term of the Lease, or after the date in any notice given by Lessor to Lease termination this Lease, such possession by Lessee shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party.

- C. The provisions of this section do not exclude Lessor's rights of re-entry or any other right under this Lease.

Section 7.8 Notices

Any notices required to be sent in accordance with the terms of this Lease, including legal process, shall be sent in writing by registered or certified mail, to the parties at the following addresses unless otherwise notified in writing and deemed to be received when so sent:

Lessor's address: City Manager,
City of Palmer
231W. Evergreen Ave.
Palmer, AK 99645

Lessee's address: Angel Aviation, Inc.
7904 W. Acoma Drive
Peoria, AZ. 85318

Section 7.9 Rights or Remedies

No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive or any other right or remedy, but is intended to be in addition to any right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

Section 7.10 Successors in Interest

This Lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

Section 7.11 Applicable Law and Forum

This Lease and the respective rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of Alaska. Any civil action concerning this Lease shall be brought in Alaska District or Superior Court in Palmer, Alaska, only.

Section 7.12 Recordation of Lease

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

Section 7.13 Severability

The invalidity or unenforceability of any particular provision of this Lease shall not affect any remaining provisions hereof, and, in any such event this Lease shall be construed and interpreted in all respects as if such invalid or unenforceable provision were omitted.

Section 7.14 Construction

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

7.15 Gender and Plurality

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

Section 7.16 Joint and Several Liability

The obligations of each Lessee are joint and several.

Section 7.17 Entire Agreement

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

LESSOR: CITY OF PALMER

By: _____
John Moosey, City Manager Date _____

LESSEE: Angel Aviation, Inc.

By: _____
Samuel Merrill, President Date _____

By: _____
Robbyn Merrill, Secretary Date _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)ss.

THIS IS TO CERTIFY that on the _____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, John Moosey, to me known and known to me to be the identical individual described in and who executed the within and foregoing LEASE AGREEMENT as City Manager of the City of Palmer, freely and voluntarily on behalf of the City of Palmer for the uses and purposes therein mentioned.

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

Notary Public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT))ss.

This is to certify that on the _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Samuel Merrill, President of the corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)ss.

This is to certify that on the _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Robbyn Merrill, Secretary of the corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation 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: _____

GUARANTY

In consideration of Lessor leasing the Premises to Lessee, the undersigned, jointly and severally, hereby guarantee the punctual payment of rent, additional rent, and all other charges imposed by the Lease, and the timely performance by Lessee of all duties imposed on Lessee by the Lease.

By: _____
Samuel Merrill, Individually

_____ Date

By: _____
Robbyn Merrill, Individually

Date

By: _____
Lucas Merrill, Individually

Date

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Samuel Merrill, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Robbyn Merrill, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

This is to certify that on the ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Lucas Merrill, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

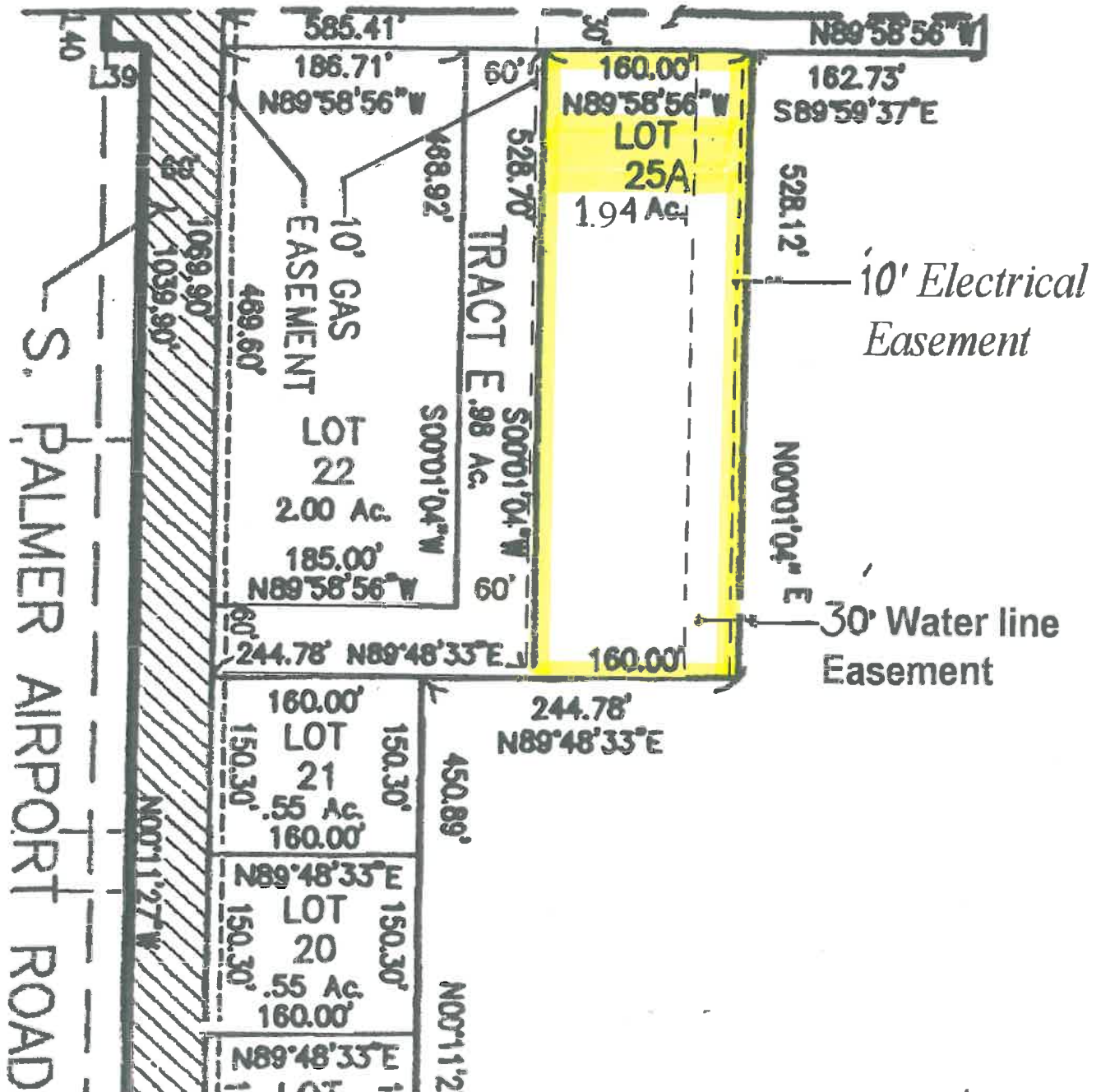
Notary public in and for Alaska

My commission expires: _____

EXHIBIT "A"

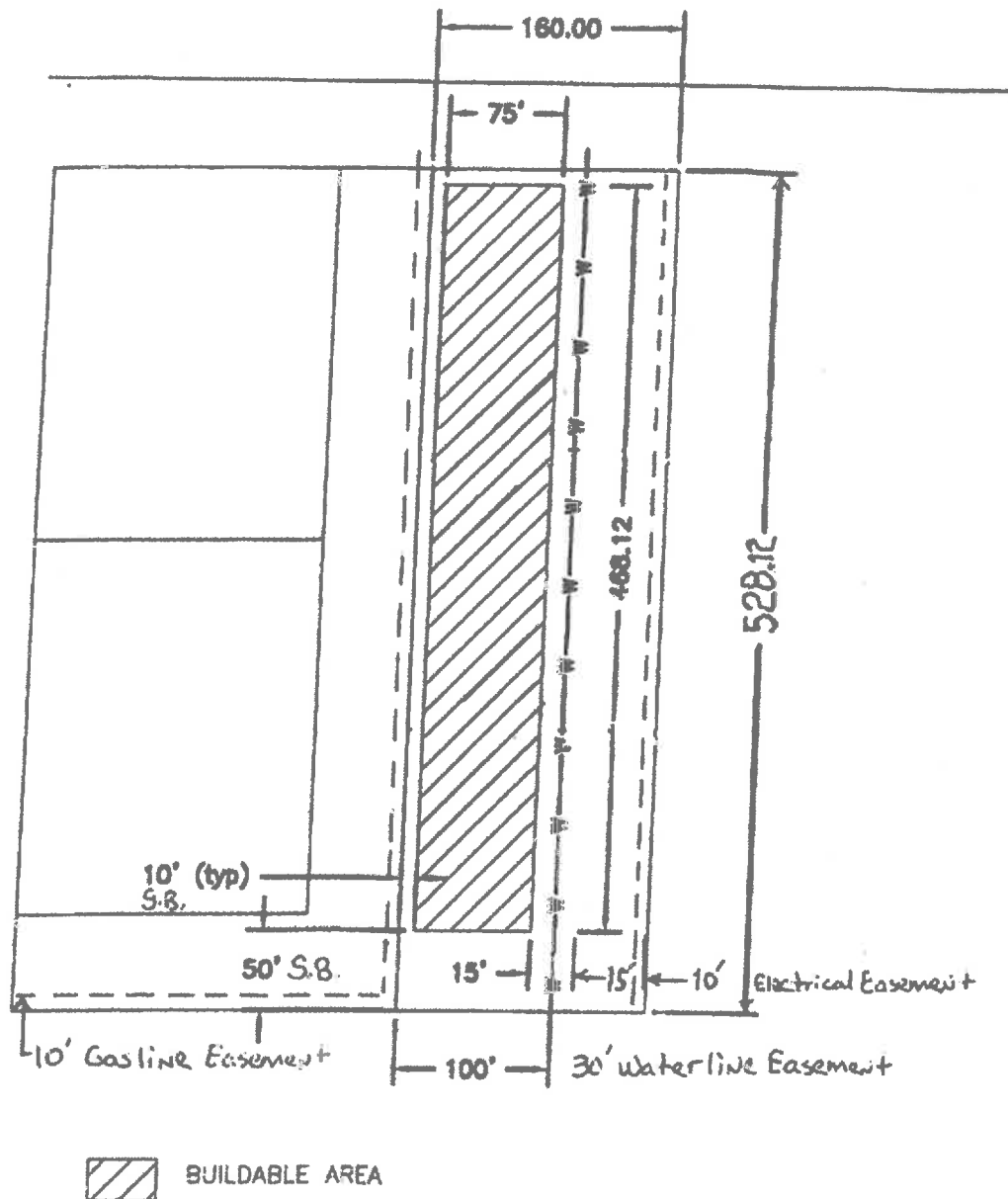
PMA LEASE NO. 20-002

PALMER MUNICIPAL AIRPORT: BLOCK 3, LEASE LOT 25A
A.K.A. 820 E. EVERGREEN AVENUE, PALMER, AK. 99645



PALMER MUNICIPAL AIRPORT: BLOCK 3, LEASE LOT 25A
A.K.A. 820 E. EVERGREEN AVENUE, PALMER, AK. 99645

{EASEMENTS, SETBACKS, BUILDABLE AREA}





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

PALMER MUNICIPAL AIRPORT
MEMORANDUM OF LEASE AGREEMENT No. 20-002

This is a Memorandum of Lease Agreement No. 20-002 made and entered into as of this 1st day of November, 2020, by and between the City of Palmer, a municipal corporation organized and existing under its charter and the laws of the State of Alaska, hereinafter referred to as the "Lessor", and Angel Aviation, Inc., hereinafter referred to as the "Lessee". Agree upon the following terms:

1. **Lease.** The provisions set forth in a written Lease Agreement No. 20-002 between the parties hereto dated the 1st day of November 2020, are hereby incorporated by reference into this Memorandum.

2. **Demised Premises.** The Demised Premises, which are the subject of The Lease Agreement No. 20-002, are more particularly described as follows:

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

Palmer Municipal Airport, Block 3, Lease Lot 25 (A)
Containing 1.94 acres or 84,500 square feet, more or less
A.K.A. 820 E. Evergreen Avenue, Palmer, AK. 99645
See Attached "Exhibit A"

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

- 30' utility easement (waterline) running north to south located 100' from the westerly lot line. This easement is 15' on either the west side of or the east side of said waterline.
- 10' electrical easement running north to south along the most easterly edge of lot line bordering the westerly edge of Apron B.

3. **Commencement Date of Lease.** The Lease Agreement shall be deemed to have commenced on **November 1, 2020** as set forth within the terms of the Lease. The Term of the Lease Agreement shall be 25 years from the Commencement Date as stated in the written Lease. The initial term shall commence on the date hereof and terminate on **October 31, 2045**. Provided Lessee fully and faithfully performs all of the covenants and conditions contained herein for the

term of the Lease, Lessor may approve an additional period of 20 years at the expiration of this Lease so that the total number of years available to Lessee is 45 years. As with the initial term at the start of and continuing through the renewal period.

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

5. **Notices.** Any notices required to be sent in accordance with the terms of this Lease Agreement No. 20-002, including legal process, shall be sent in writing by registered or certified mail, to the parties at the following addresses unless otherwise notified in writing and deemed to be received when so sent:

Lessor's address: City Manager, City of Palmer
231W. Evergreen Ave.
Palmer, AK 99645

Lessee's address: Angel Aviation, Inc.
7904 W. Acoma Drive
Peoria, AZ. 85318

6. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease Agreement No. 20-002; it being distinctly understood and agreed that said Lease Agreement No. 20-002 constitutes the entire lease and agreement between Lessor and the Lessee with respect to the Demised Premises and is hereby incorporated by reference. The Lease Agreement No. 20-002 contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease and addendum. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease Agreement No. 20-002. In the event of any inconsistency between the terms of the Lease Agreement No. 20-002 and this instrument, the terms of the Lease Agreement No. 20-002, shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

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

LESSOR: CITY OF PALMER

By: _____
John Moosey, City Manager

Date

LESSEE: Angel Aviation, Inc.

By: _____
Samuel Merrill, President

Date

By: _____
Robbyn Merrill, Secretary

Date

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, John Moosey, to me known and known to me to be the identical individual described in and who executed the within and foregoing LEASE AGREEMENT as City Manager of the City of Palmer, freely and voluntarily on behalf of the City of Palmer for the uses and purposes therein mentioned.

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

Notary Public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Samuel Merrill, President of the corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)ss.

This is to certify that on the _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Robbyn Merrill, Secretary of the corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation 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: _____

GUARANTY

In consideration of Lessor leasing the Premises to Lessee, the undersigned, jointly and severally, hereby guarantee the punctual payment of rent, additional rent, and all other charges imposed by the Lease, and the timely performance by Lessee of all duties imposed on Lessee by the Lease.

By: Samuel Merrill, Individually Date: _____

By: _____
Robbyn Merrill, Individually

_____ Date

By: Lucas Merrill, Individually Date _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Samuel Merrill, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Robbyn Merrill, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

NOTARY

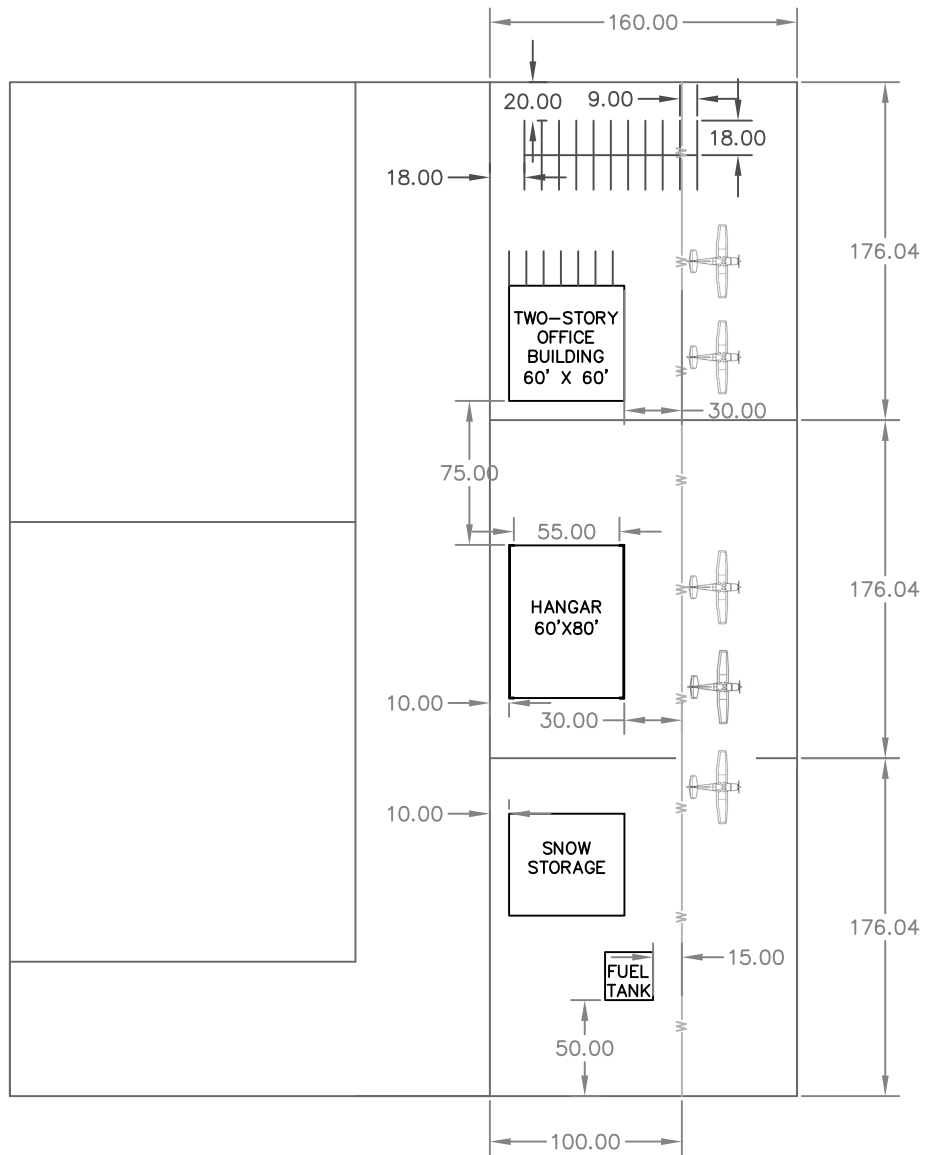
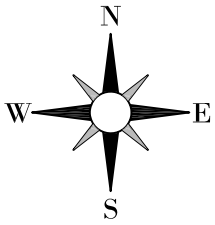
STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

This is to certify that on the ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Lucas Merrill, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____



Angel Aviation Alaska
Palmer Airport
Notional Site Plan for Lease Lots 23, 24, 25

Al Merrill - (623) 302-3207 Zachary Merrill - (602) 501-5423
Lucas Merrill - (623) 692-6968

DATE:	OCTOBER 2020	DRAWN BY:	SMO	SHEET:	1 of 1
SCALE:	1"=100'	CHECKED BY:	LM	PROJECT NO.:	N/A

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on September 22, 2020, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

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

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

Linda Combs, Deputy Mayor (participated telephonically)
Sabrena Combs (participated telephonically)
Jill Valerius (participated telephonically)

Staff in attendance were the following:

John Moosey, City Manager
Norma I. Alley, MMC, City Clerk

Michael Gatti, City Attorney (participated telephonically)
Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

Council Member Best joined the meeting at 7:02 p.m.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction and Setting a Public Hearing to October 13, 2020, for **Ordinance No. 20-012:** Enacting Palmer Municipal Code Chapter 3.21 Suspension and Debarment of Public Contractors
 - b. **Action Memorandum No. 20-059:** Authorizing the City Manager to Execute a One Year Contract Extension with White Knight Services in the Amount of \$1,954.00 per Event for Snow Removal Services for City Facilities
 - c. **Action Memorandum No. 20-060:** Authorizing the City Manager to Execute a Contract Amendment for a One Year Extension with Eagle View Excavation Inc. in the Amount of \$75.00 Per Hour Per Truck and Operator for Snow Haul Services Within the City
 - d. **Action Memorandum No. 20-061:** Authorizing the City Manager to Execute an Assignment and Consent to Assignment of Lease Agreement with Hageland Aviation Services, Inc. and Tatonduk Outfitters Limited D.B.A. Everts Air Cargo and Everts Air Alaska for PMA Lease No. 20-001 on Lease Lot 2 of Block 3, Palmer Municipal Airport, for the Purpose of Transferring the Lease and Leasehold Improvements to the High Bidder from the Ravn Air Group Bankruptcy Auction
 - e. ~~**Action Memorandum No. 20-062:** Authorizing the City Manager to Negotiate and Execute an Agreement with Eastside Carpet Company, LLC in an Amount Not to Exceed \$55,744.00 for the Carpet Removal and Replacement in the Palmer Public Library~~
 - f. **Action Memorandum No. 20-063:** Authorizing the City Manager to Negotiate and Execute a Professional Services Agreement with Alopex for the Development of an Economic Development Application Tool in the Amount Not to Exceed \$35,000.00
 - g. **Action Memorandum No. 20-064:** Authorizing the City Manager to Purchase Ten New Getac Laptops Including Desk and Vehicle Docking Stations in the Amount of \$33,606.90

- h. **Action Memorandum No. 20-065:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, a Combination SCBA and N95 Fit Testing Unit for Palmer Fire and Rescue from TSI in the Amount Not to Exceed \$16,685.00
 - i. **Action Memorandum No. 20-066:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, Firefighter Personal Protective Equipment for Palmer Fire & Rescue from Sea Western, L.N. Curtis, and Municipal Emergency Services in the Amount Not to Exceed \$63,349.00
 - j. **Action Memorandum No. 20-067:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, Two UNIMAC Model UC40 PPE Turnout Washing Machines for Palmer Fire & Rescue from Automated Laundry Systems & Supply in the Amount Not to Exceed \$23,563.90
 - k. **Action Memorandum No. 20-068:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, 20 New Getac Body Worn Cameras, 20 New Getac In-Car Video Cameras and Recording Equipment, Digital Evidence Cloud Storage Service, and Unlimited Cloud Service and Maintenance Plan, and an Extended 5-Year Warranty on all Equipment in the Amount Not to Exceed \$294,512.44
 - l. **Action Memorandum No. 20-069:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, Ten New Police Portable Radios in the Amount of \$69,678.13, Contingent Upon Receiving a Homeland Security SHSP Grant Funds
2. Approval of Minutes of Previous Meetings
 - a. August 25, 2020, Special Meeting
 - b. August 25, 2020, Regular Meeting

Mayor DeVries, with consent of Council, moved Action Memorandum No. 20-062 to New Business.

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

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

Moved by:	L. Combs
Seconded by:	S. Combs
Vote:	6 Yes/0 No/1 Absent (Best)
Action:	Motion Carried

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

E. REPORTS

1. City Manager's Report

City Manager Moosey reported on the Ravn Air Group Settlement and Cares Act grant applications.

2. City Clerk's Report

City Clerk Alley reported the following:

- Absentee by-mail numbers of mailed and returned ballots;
- New signage;
- Early Voting beginning;
- Canvass Board dates; and
- Alaska Municipal League fall conference change.

3. Mayor's Report

Mayor DeVries highlighted her written report and announced the Governor's 9-11 Task Force was reorganized.

4. City Attorney's Report

None.

F. AUDIENCE PARTICIPATION

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

Ms. Ailis Vann, Palmer Chamber of Commerce Executive Director, provided an update on Chamber activities.

G. PUBLIC HEARINGS

1. **Ordinance No. 20-009:** Amending the Palmer Municipal Code Chapter 4.15.050 Employment Pertaining to Probationary Period
2. **Ordinance No. 20-010:** Amending Palmer Municipal Code Chapter 4.30 Types of Leave Pertaining to Administrative Leave for COVID-19
3. **Ordinance No. 20-011:** Enacting Palmer Municipal Code Section 4.30.190 Types of Leave Pertaining to Employee Teleworking

Mayor DeVries asked for objections to combining the public hearing for Ordinance No. 20-009, Ordinance No. 20-010, and Ordinance No. 20-011. Hearing no objection from the Council, Mayor DeVries announced these items would be heard collectively.

Mayor DeVries opened the public hearing on Ordinance No. 20-009, Ordinance No. 20-010, and Ordinance No. 20-011.

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

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

Main Motion: To Approve Ordinance No. 20-009, Ordinance No. 20-010, and Ordinance No. 20-011

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

4. **Resolution No. 20-023:** Authorizing Round II of the City of Palmer Coronavirus Aid, Relief, and Economic Security Act (CARES Act) CARES Grants

Mayor DeVries opened the public hearing on Resolution No. 20-023.

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

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

Main Motion: To Approve Resolution No. 20-023

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

5. **Resolution No. 20-024:** Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds for Day Care Assistance

Mayor DeVries opened the public hearing on Resolution No. 20-024. Seeing no one come forward and hearing no objection from the Council, Mayor Devries closed the public hearing.

Main Motion: To Approve Resolution No. 20-024

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

6. **Resolution No. 20-025:** Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds: No-Cost, Low-Cost Food Service Providers

Mayor DeVries opened the public hearing on Resolution No. 20-025. Seeing no one come forward and hearing no objection from the Council, Mayor Devries closed the public hearing.

Main Motion: To Approve Resolution No. 20-025

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

7. **Resolution No. 20-026:** Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds for Housing Assistance

Mayor DeVries opened the public hearing on Resolution No. 20-026. Seeing no one come forward and hearing no objection from the Council, Mayor Devries closed the public hearing.

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

Main Motion: To Approve Resolution No. 20-026

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

H. NEW BUSINESS

1. **Action Memorandum No. 20-070:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection for Arkose Brewery, Liquor License No. 5032 of Outdoor/Indoor Alcohol Consumption Security Plan

City Manager Moosey provided the staff report.

Main Motion: To Approve Action Memorandum No. 20-070

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

2. **Action Memorandum No. 20-062:** Authorizing the City Manager to Negotiate and Execute an Agreement with Eastside Carpet Company, LLC in an Amount Not to Exceed \$55,744.00 for the Carpet Removal and Replacement in the Palmer Public Library

Action Memorandum No. 20-062 was moved from the Consent Agenda to New Business.

City Manager Moosey provided the staff report and requested the Council make the motion for the amount not to exceed \$87,100.00 in order to include the cost of the contractors to move and replace the shelving units, books, and furniture.

Main Motion: To Approve Action Memorandum No. 20-062 with an Amount Not to Exceed \$87,100.00

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

I. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported no were Items Placed on the Table.

J. AUDIENCE PARTICIPATION

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

Mr. Mike Chmielewski spoke on the candidate forums that were held.

K. COUNCIL MEMBER COMMENTS

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

L. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:15 p.m.

Approved this ____ day of _____, 2019.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

Mayor's Memo
Council Meeting report for council Meeting
on October 27, 2020

Events

Basic Needs – zoom meeting – October 29

Agenda setting – October 28

9-1-1 Task force meeting – October 22

We want and value your input and participation.

Edna DeVries Mayor

u/t 907-355-9933

edevries@palmerak.org

City of Palmer
Ordinance No. 20-012

Subject: Enacting Palmer Municipal Code Chapter 3.21 Suspension and Debarment of Public Contractors

Agenda of: September 22, 2020 – Introduction
October 13, 2020 – 1st Public Hearing
October 27, 2020 – 2nd Public Hearing

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




Originator Information:

Originator: John Moosey, City Manager

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ **0.00**

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 20-012

Summary Statement/Background:

The City of Palmer is responsible for good governance, maintaining the public trust and faithful stewardship of the public treasury. The City of Palmer enters into legally binding contracts to carryout services, acquire physical items or construction of facilities. Protection mechanisms must be put into place to ensure the City's responsibilities are met. This proposed City of Palmer code addition is imperative to deal with relationships that will not benefit the citizenry nor our operation.

Administration's Recommendation:

Adopt Ordinance No. 20-012

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey

Date: September 22, 2020

Public Hearing:

Action:

Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Ordinance No. 20-012

**An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 3.21
Suspension and Debarment of Public Contractors**

WHEREAS, The City of Palmer by applying Suspension and Debarment is taking administrative remedy to protect integrity of Local Government Programs; and

WHEREAS, The City of Palmer is taking an action to prevent fraud, waste and abuse of contract or subcontract awards by ineligible parties.

THEREFORE, THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

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

Chapter 3.21

3.21.360 Definition

A. Debarment. After consultation with the city attorney, the city manager may give notice to a person of intent to debar. After a debarment hearing, or, if no hearing is timely requested, after the expiration of the time for filing a request for a hearing, the city manager may debar a person for cause from consideration for award of contracts. The debarment may not be for a period of more than three years.

B. Suspension. The city manager, after consultation with the attorney, may suspend a person from consideration for award of contracts if there is probable cause for debarment and compelling reasons require suspension to protect the city. The suspension may not be for a period exceeding three months.

3.21.370 Causes

A. The causes for debarment or suspension include:

1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
2. prior conviction under any statute or ordinance of embezzlement, theft, forgery, bribery, fraud, falsification or destruction of records, receiving stolen property, failure to ship or produce contracted goods, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a borough contractor;
3. conviction or civil judgment finding a violation under state or federal antitrust statutes;
4. violation of contract provisions of a character that is regarded by the purchasing agent to be so serious as to justify debarment action, such as:
 - a. knowing failure without cause to perform in accordance with the specifications including providing defective or damaged products, or within the time limit provided in a contract;
 - b. failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for debarment.
5. violation of the ethical standards or in state or other law or regulation;
6. violation of other provisions of this code relating to contracting;
7. any other cause determined by the city manager to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for a cause similar to one in this subsection.
8. additional causes for debarment may include:
 - a. misrepresentation of product or merchandise to be supplied;
 - b. submission of falsified invoices, billing summaries, status reports and other related documentation.

3.21.380 Written decision.

A. A suspension or a notice of intent to debar shall be written, by the city manager, and shall be mailed or otherwise furnished immediately to the person suspended or being debarred. The written statement shall:

1. state the reasons for the action taken;
2. inform the person of rights to an administrative appeal.

3.21.390 Hearing on a suspension or proposed debarment.

A. A person suspended under subsection (B) of this section, or for whom a debarment is proposed under subsection (A) of this section is entitled to a hearing if the person files a written request for a hearing with the city manager within seven calendar days after the notice of suspension or proposed debarment is mailed or otherwise furnished to the person. If a suspended person or a person proposed for debarment requests a hearing, the city clerk or the hearing officer appointed by the city clerk shall schedule a prompt hearing unless the attorney determines that a hearing at the proposed time is likely to jeopardize an investigation. A hearing may not be delayed longer than six months after notice of suspension or intent to debar. The hearing shall be conducted in accordance with section 3.21.400.

3.21.400 Hearing procedures.

A. Hearings to disbar or suspend shall be conducted as follows:

1. The city clerk shall select a hearing officer for a hearing conducted under this section. The city clerk shall arrange for a prompt hearing and notify the parties in writing of the time and place of the hearing. The hearing shall be conducted in an informal manner. The hearing officer may:

a. hold prehearing conferences to settle, simplify or identify the issues in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceeding;

b. require parties to state their positions concerning the various issues in the proceeding;

c. require parties to produce for examination those relevant witnesses and documents under their control;

d. rule on motions and other procedural matters;

e. regulate the course of the hearing and conduct of the participants;

f. establish time limits for submission of motions or memoranda;

g. impose appropriate sanctions against a person who fails to obey an order of the hearing officer, including:

i. prohibit the person from asserting or opposing designated claims or defenses or introducing designated matters into evidence;

ii. exclude all testimony of an unresponsive or evasive witness; or

iii. exclude a person from further participation in the hearing;

h. take official notice of a material fact not appearing in evidence if the fact is among the traditional matters subject to judicial notice; and

i. request the city clerk to administer oaths or affirmations.

B. A transcribed record of the hearing shall be made available at cost to a party that requests it in advance.

C. The hearing officer shall render a decision based on the evidence presented. The recommendation shall include findings of fact and conclusions of law.

3.21.410 Final decision and appeal.

A. A decision by the hearing officer under this section is final. A decision shall be sent within 20 calendar days after the hearing to all parties by personal service or certified mail. A final decision of the hearing officer may be appealed to the superior court in accordance with the Alaska Rules of Appellate Procedure.

3.21.420 List of persons debarred or suspended; effect.

A. The city manager shall maintain a list of all persons debarred or suspended from consideration for award of contracts. Debarment or suspension of an individual under one business name is effective for all business names under which the individual operates. Debarment or suspension of any entity is effective as to any other entity in which an individual or combination of individuals common to both entities have a 20 percent or greater interest in both entities.

3.21.430 Reinstatement.

A. The city manager may, at any time after a final decision to debar or suspend a person from consideration for award of contracts, reinstate the person after determining that the cause for which the person was suspended or debarred no longer exists or has been substantially mitigated. A suspended or debarred person may request reinstatement by submitting a petition to the purchasing officer supported by evidence showing that the cause for suspension or debarment no longer exists or has been substantially mitigated. A decision on reinstatement shall be made in writing within fourteen calendar days after a reinstatement petition is submitted. The decision shall specify the factors on which it is.

Section 4. Effective Date. Ordinance No. 20-012 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this ____ day of ____, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**City of Palmer
Ordinance No. 20-013**

Subject: Amending Portions of Palmer Municipal Code Chapter 17.24, R-2 Low Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District

Agenda of: October 13, 2020 – Introduction
October 27, 2020 – Public Hearing

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




Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ **0.00**

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature:  _____

Attachment(s):

- Ordinance No. 20-013
- Planning & Zoning Commission July 16, 2020, Draft Minutes

Summary Statement/Background:

The text amendment will update and amend portions of Palmer Municipal Code Chapter 17.24, R-2 Low Density Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District.

This ordinance is a product of a request by Palmer City Council to review and update Title 17 in its entirety. Planning and Zoning, with input from resident, business owners, and developers have made suggested changes to allow for positive community growth.

Most of the amendments to the different multi-family districts are for consistent application of the land use code across all multi-family zoning districts. When PMC 17.89 Short-term rental ordinance was approved it was not incorporated with the different multi-family districts. These amendments incorporate adopted language for PMC 17.89 into these districts. There is no change to any part of the short-term rental ordinance.

At the July 16, 2020, Planning and Zoning meeting, the Commission discussed and reviewed the draft Ordinance and agreed with the proposed changes and voted unanimously to move the draft ordinance forward to City Council with a recommendation for adoption.

Administration's Recommendation:

Adopt Ordinance No. 20-013 amending portions of Palmer Municipal Code Chapter 17.24, R-2 Low Density Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District.

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: October 13, 2020
Public Hearing: October 27, 2020
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Ordinance No. 20-013

Amending Portions of Palmer Municipal Code Chapter 17.24, R-2 Low Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District

WHEREAS, the Palmer City Council requested Planning & Zoning to review and update Title 17; and

WHEREAS, the Planning and Zoning Commission proposes and recommends a text amendment to address portions Palmer Municipal Code Chapter 17.24, R-2 Low Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27, R-4 High Density Residential District; and

WHEREAS, the Planning and Zoning Commission reviewed, researched, and discussed various amendments allowing for positive growth in the city of Palmer.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Section 17.24.020 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.24.020 Permitted uses.

J. Short term rentals, Type 1, Type 2, and Type 4 shall meet the requirements of Chapter 17.89.070 PMC.

Section 4. Palmer Municipal Code Section 17.24.030 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.24.030 Conditional uses.

F. Short term rentals, Type 5 shall meet the requirements of Chapter 17.89.070 PMC.

Section 5. Palmer Municipal Code Section 17.24.040 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.24.040 Prohibited uses.

C. Short term rentals, Type 3.

Section 6. Palmer Municipal Code Section 17.24.061 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.24.061 Lot area restrictions.

C. Minimum lot area per dwelling unit:

No. of Dwelling Units	Lot Area Per Unit	Minimum Total Lot Size
1	8,400 Sq. Ft.	8,400 Sq. Ft.
2	5,000 Sq. Ft.	10,000 Sq. Ft.
3	4,160 Sq. Ft.	12,500 Sq. Ft.
4	3,750 Sq. Ft.	15,000 Sq. Ft.

D. Maximum lot coverage by all structures containing dwelling units shall not exceed 35 percent, ~~exclusive of attached garages.~~

Section 7. Palmer Municipal Code Section 17.24.064 is hereby amended and subsequent subsections relettered to read as follows (new language is underlined and deleted language is stricken):

17.24.064 Setback requirements.

D. Side yard for a lot created after June 30, 2005, ~~15~~ 10 feet;

Section 8. Palmer Municipal Code Section 17.26.020 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.26.020 Permitted uses.

J. Short term rentals, Type 1, Type 2, Type 3, and Type 4 shall meet the requirements of Chapter 17.89.070 PMC.

Section 9. Palmer Municipal Code Section 17.26.030 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.26.030 Conditional uses.

G. Short term rentals, Type 5 shall meet the requirements of Chapter 17.89.070 PMC.

Section 10. Palmer Municipal Code Section 17.26.061 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.26.061 Lot area restrictions.

C. Minimum lot area per dwelling unit:

No. of Dwelling Units	Lot Area Per Unit	Minimum Total Lot Size
1	8,400 Sq. Ft.	8,400 Sq. Ft.
2	5,000 Sq. Ft.	10,000 Sq. Ft.
3	4,160 Sq. Ft.	12,500 Sq. Ft.
4	3,750 Sq. Ft.	15,000 Sq. Ft.
5	3,480 Sq. Ft.	17,400 Sq. Ft.
6	3,180 Sq. Ft.	19,100 Sq. Ft.
7	2,940 Sq. Ft.	20,600 Sq. Ft.
8	2,700 Sq. Ft.	21,600 Sq. Ft.

D. Maximum lot coverage by all structures containing dwelling units shall not exceed 40 percent, exclusive of attached garages.

Section 11. Palmer Municipal Code Section 17.26.064 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.26.064 Setback requirements.

C. Subsection (B) of this section notwithstanding, the setback for a lot containing more than four dwelling units with a side or rear yard abutting or immediately across an alley from property zoned R-1 or R-1E shall be at least 25 feet on that side or sides. ~~The setback measurement shall begin at the R-3 property's edge of the alley right-of-way.~~

Section 12. Palmer Municipal Code Section 17.27.020 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.27.020 Permitted uses.

L. Short term rentals, Type 1, Type 2, Type 3, Type 4, and Type 5 shall meet the requirements of Chapter 17.89.070 PMC.

Section 13. Palmer Municipal Code Section 17.27.060 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.27.060 Lot area restrictions.

C. Minimum lot area per dwelling unit:

	No. of Dwelling Units	Lot Area Per Unit	Minimum Total Lot Size
1		8,400 Sq. Ft.	8,400 Sq. Ft.
2		5,000 Sq. Ft.	10,000 Sq. Ft.
3		4,160 Sq. Ft.	12,500 Sq. Ft.
4		3,750 Sq. Ft.	15,000 Sq. Ft.
5		3,480 Sq. Ft.	17,400 Sq. Ft.
6		3,180 Sq. Ft.	19,100 Sq. Ft.
7		2,940 Sq. Ft.	20,600 Sq. Ft.
8		2,700 Sq. Ft.	21,600 Sq. Ft.
9 or more		2,700+ Sq. Ft.	(as required)

D. Maximum lot coverage by all structures containing dwelling units, ~~exclusive of attached garages~~, shall not exceed 40 percent, except for nine or more multiple units which may not exceed 50 percent.

Section 14. Palmer Municipal Code Section 17.27.064 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.27.064 Setback requirements.

C. Subsection (B) of this section notwithstanding, the setback for a lot containing more than four dwelling units with a side or rear yard abutting or immediately across an alley from property zoned R-1 or R-1E shall be at least 25 feet on that side or sides. ~~The setback measurement shall begin at the R-4 property's edge of the alley right-of-way.~~

Section 15. Palmer Municipal Code Section 17.27.066 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.27.066 Open space requirements.

C. Dwelling units in excess of 10 units are required to provide a fenced pet yard (park), if tenants are allowed pets in dwelling units. Minimum lot size of pet park is 200 square feet and 10 additional square feet per dwellings units over 10, up to a maximum of 1000 square feet.

D. Deck, covered patios, and porches may serve to satisfy open space requirements at 50% of total space.

Section 16. Palmer Municipal Code Section 17.27.068 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.27.068 Fencing requirements.

Lots abutting or immediately across an alley from an R-1, R-1E, or R-2 residential zone which contain five or more dwelling units shall have a six-foot ~~six-inch~~ solid or interlap fence on the side or sides abutting or across an alley from the lower-density residential zones. The fence shall be well built, finished and maintained.

Section 17. Effective Date. Ordinance No. 20-013 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this _____ day of _____, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

Main Motion: For review, discussion and recommendation regarding proposed CC Ordinance No. 20-0xx Text Amendment and Map.

Moved by:	Shelton
Seconded by:	Tudor

Director Hanson explained the proposed map (packet p. 25) outlining the CBD boundaries and asked for Commission comment.

Following review of the text amendment, the Commission agreed that it was good as written with accessory use and setback language added back in as recommended by Director Hanson. He will revise and bring back to the next meeting for an additional public hearing and Commission approval.

Also discussed was the Mat-Maid Complex (Industrial) as relates to breweries. Director Hanson recommended adding breweries to the Downtown District which would allow brewery accessory uses. He will draft language and bring back for the next meeting.

[Commissioner Thom-Bernier's connection was lost at 7:39 p.m.; reestablished at 7:41 p.m.]

Primary Amendment #1: To postpone further discussion/action to the next Regular Meeting.

Moved by:	Lucas
Seconded by:	Ornquist
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

- ➡ 2. **IM 20-020:** Consideration of text amendments to Palmer Municipal Code Chapter 17.24, R-2 Low Density Residential District, Chapter 17.26, R-3 Medium Density Multifamily Residential District, and Chapter 17.27 R-4 High Density Residential District.

Staff Report: Direction Hanson summarized the text amendments under consideration, noting the intent is to get them moving forward to the City Council for adoption.

Public Hearing: There were no members of the public in attendance to testify.

Main Motion: For review and discussion on Ordinance No. 20-0xx.

Moved by:	Shelton
Seconded by:	Lucas

Following brief discussion and review:

Main Motion: For approval of Ordinance No. 20-0xx, adopting the proposed changes to R-2, R-3, and R-4 zones and move forward to City Council with a recommendation for adoption.

Moved by:	Lucas
Seconded by:	Tudor
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: October 27, 2020
Public Hearing: October 27, 2020, Special
Public Hearing: October 27, 2020, Regular
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Resolution No. 21-001

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

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

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby amends its employee compensation pay plan by adopting the attached "City of Palmer Pay Plan-January 1, 2021" with effective date of the pay plan to be January 1, 2021.

Approved by the Palmer City Council this ____ day of November, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

CITY OF PALMER PAY PLAN -- January 1, 2021

Implement: 1/1/2021

Council Approved:

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

*Pay Increments for Longevity

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

Step D	When an employee reaches step D or E of their assigned pay level, the employee shall remain at step D or E for three (or more) years. When the employee completes three (or more) years at step D or E, the employee moves to step E or F of the Pay Plan
Step E	and is eligible for the increase indicated in step E or F; provided the employee received an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continuously as a regular fulltime or part-time employee.
Step F	When an employee reaches the end of the pay scale (step F), the employee is no longer entitled to a step increase.

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

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: October 27, 2020
Public Hearing: October 27, 2020, Special
Public Hearing: October 27, 2020, Regular
Public Hearing:
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Resolution No. 21-002

A Resolution of the Palmer City Council Adopting the 2021 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2021 and Ending December 31, 2021,

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

WHEREAS, the Fee Schedule establishes the fees for 2021 and becomes a part of the current, adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached fee schedule for a period of one (1) year, that being from January 1, 2021, through December 31, 2021.

Approved by the Palmer City Council this ____ day of November, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



City of Palmer

2021 Fee Schedule

(Adopted by Resolution No. 21-002)

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

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

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

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

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

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

** Actual costs include administrative and overhead costs

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

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

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

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

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

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

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

Election Fees	
Recount ballot application deposit (per precinct)	\$ 150 200

Equipment Rental

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

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

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

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

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

Fire Training Center Rental Fees	
Classroom, each (per day, includes A/V and restrooms)	\$ 150 100
Copy machine (per copy)	\$.25 .30
CPR Mannequins, each (per day)	\$ 20
First-aid Training Kit (per day)	\$ 10
Airway Training Kit (per day)	\$ 20
Firefighting Small Classroom Props (per day)	\$ 10
Fire Behavior Carmody Kit (per day)	\$ 20
Hydrant Cutaway Large Prop (per day)	\$ 20
Pump Cutaway Large Prop (per day)	\$ 20
Training ground (per day, includes hydrant usage and field)	\$ 100 80

Fire Training Ground Items	
Smoke house (per hour)	\$ 5030
Smoke Generator Machine ** (per day)	\$ 5020
Tower Building and Burn Room (per hour)	\$ 5030
Burn Room ** (per hour)	\$ 50
Confined Space and Technical Rescue Props (per hour)	\$ 30
Vehicle Extrication Training Grounds (per day – approximately)	\$ 100
Roof Simulator ** (per hour)	\$ 30
Hazmat Props (per hour)	\$ 20
Live Fire Class A Exterior Props ** (per hour)	\$ 20
Live Fire Class B Exterior Props ** (per hour)	\$ 50
Portable Fire Extinguishers 2.5 LB (per day)	\$ 10
Portable Fire Extinguishers 20 LB (per day)	\$ 10
Portable Fire Extinguishers 10 LB (per day)	\$ 15

Miscellaneous	
Notary fee (per act)	\$ 5
Non-Sufficient Funds (NSF) (per item)	\$ 30
Administrative fees on credit card charges of \$5,000 or higher (in person or phone transactions only)	3%

MTA Events Center	
Events Center Rental (ice covered) per day	\$ 2,500
Events Center Rental (dry floor) per hour – up to 8 hours	\$ 150
Events Center Rental (dry floor) per day	\$ 1,500
Prime Ice Hour (September through March) (M-F 5 – 10 pm) (Sat-Sun 6 am – 10 pm) (Per hour)	\$ 200
Non-Prime Ice Hour (M-F 8:00 AM – 5:00 PM) (Per hour)	\$ 155
Paid Gate (Ice) Event Hourly	\$ 220
Curling per hour	\$ 155
Curling Stone Rental Monthly	\$ 100
Public Skate Youth Ages 5-16 (under 5 – Free)	\$ 4
Public Skate Adult Ages 17-59	\$ 5
Public Skate Senior Ages 60+	\$ 4
Public Skate Family Pass (up to 4 people, each additional is \$2)	\$ 15
Public Skate Youth & Senior 10 punch card (Ages 5-16, 60+)	\$ 35
Public Skate Adult 10 punch card (Ages 17-59)	\$ 45
Freestyle all ages	\$ 5
Freestyle 5 punch card	\$ 25
Skate Rental	\$ 3
Skate Rental 10 punch card	\$ 25
Skate Sharpen	\$ 7
Skate Sharpen 10 punch card	\$ 60
Shinny Hockey	\$ 7
Shinny Hockey 10 punch card	\$ 60
Stick Time	\$ 5
Stick Time 10 punch card	\$ 45
Broomball	\$ 5
Birthday Party (up to 15 skaters, \$5 per additional skater)	\$ 75

School/Youth Organization Group Rate (per skater)	\$ 3
Homeschool Hockey (per person)	\$ 8
Homeschool Hockey 5 Punch Card	\$ 40
Gym (daily)	\$ 5
Gym (monthly)	\$ 25

Neighborhood Park Development Fee Schedule	
Dwelling Type:	
Single Family (per dwelling unit)	\$ 200
Multi-family (per dwelling unit)	\$ 150
Mobile home (per dwelling unit)	\$ 150

Palmer Public Library Fees	
Overdue items (per day, maximum \$5 per item)	\$.25
Library community room rental (per hour with two hour minimum)	\$ 25
Library community room rental (nonprofit – annually, entitles renter one use per month)	\$ 100
Copying fee (per page)	\$.25
Replacement library cards	\$ 3
Temporary card (4 months)	\$ 10
Damaged Books	
TBD = To Be Determined	
Chewed edge corner (per corner)	\$ 2
Defaced pages (per page or replacement cost)	\$ 2
Torn pages in book that cannot be repaired (replacement cost)	\$ TBD
Torn pages in book that can be repaired (per page)	\$ 2
Repeated dog eared pages (per book)	\$ 2
Chewed spine (top or bottom)	\$ 2
Rebinding (replacement cost of item plus administrative fee)	\$ TBD
Water/fluid damage (replacement cost plus administrative fee)	\$ TBD
Mildew (replacement cost plus administrative fee)	\$ TBD
Missing barcodes and spine labels on any library item (per item)	\$ 1
Missing or damaged any library item jacket or case	\$ 2
Lost or Damaged book Bag (replacement cost)	\$ TBD
Items returned to wrong book drop	\$ 1
Administrative reprocessing fee for lost or damaged books, DVD, audios, E-Readers	\$ 5
Damaged Videos/DVDs/CDs:	
Damaged video, DVD, or CD (actual cost of repair plus administrative fee)	\$ TBD
Taping over a library video (replacement cost plus administrative fee)	\$ TBD
Broken or lost case	\$ 5
Damaged Audio Tapes:	
Replacement (actual replacement cost)	\$ TBD
Equipment:	
E-Readers (actual replacement cost)	\$ TBD
Equipment loaned out (per day) plus \$100 refundable deposit	\$ 5
Damages to equipment (actual repair cost plus administrative fee)	\$ TBD

Permits	
Itinerant Vendor permit	\$ 50
Fence permits	\$ 26
Non-electrical sign permit (base fee plus \$1.50 per sq. ft of sign area)	\$ 25
Electrical sign permit (base fee plus \$3 per sq. ft of sign area)	\$ 50
Loud equipment permit (valid for eight hours)	\$ 25
Noise permit	\$ 25
Water/Sewer Permits:	
Connection fee – water (new construction)	\$ 400
Connection fee – sewer (new construction)	\$ 400
Disconnect/abandonment fee – water (back to main)	\$ 500
Disconnect/abandonment fee – sewer (back to main)	\$ 500
Encroachment Permit (before construction)	\$ 150
Encroachment Permit (after construction)	\$ 250

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

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

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

Utilities	
Deposit – water and sewer (new active customers)	\$ 100
Utility late fees (percentage of balance owed)	10%
Service call fee	\$ 25
Connection/Disconnect fee for residential customers	\$ 25
Door tag fee for non-payment of prior months' utility bill	\$ 15
Transfer Tenant Utilities to Landlord for non-payment	\$ 15
Miscellaneous Repair Work hourly labor rate, contact the Department of Public Works for material costs	\$ 50
After Hours/Holiday/Weekend Inspection Fee (hourly)	\$ 125
Online Utility Payments Convenience Fee (transaction limit - \$5,000)	\$ 2.25
Monthly Water Rates:	
0 to 5,000 gallons (plus meter charge plus sales tax)	\$ 18.80 19.35
Over 5,000 gallons (plus meter charge and \$0.376 \$0.376 \$0.387 per 100 gallons plus sales tax)	\$ 18.80 19.35
Monthly Wastewater Rates:	
0 to 5,000 gallons (plus sales tax)	\$ 35.75 38.95
Over 5,000 gallons (plus \$0.715 \$0.715 \$.779 per 100 gallons plus sales tax)	\$ 35.75 38.95
Dump Station Fee (per month)	\$ 165 180
Monthly Meter Charges:	
5/8" meter (plus sales tax)	\$ 14.50 14.95
3/4" meter (plus sales tax)	\$ 20.90 21.55
1" meter (plus sales tax)	\$ 37.00 38.10
1 1/2" meter (plus sales tax)	\$ 83.55 86.05
2" meter (plus sales tax)	\$ 148.10 152.55
3" meter (plus sales tax)	\$ 332.45 342.40
4" meter (plus sales tax)	\$ 592.35 610.10
6" meter (plus sales tax)	\$ 1,332.70 1,372.70
8" meter (plus sales tax)	\$ 2,369.20 2,440.30
Hydrant Meter Connection (3" Bulk) (per month plus \$.01 per gallon) (plus sales tax)	\$ 283 291
Unmetered Wastewater Service Rates:	
Unmetered wastewater service flat rate, 4 inch service line (plus sales tax)	\$ 40.00 45
Unmetered wastewater service flat rate, 6 inch service line (plus sales tax)	\$ 60.00 65

Summer Sewer Rates:

Residential Rates:

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

Commercial Rates:

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

Treatment Rates:	
0 - 5000 gallons (plus sales tax)	\$ 56.80
Over 5001 gallons (plus \$1.10 per 100 gallons) (plus sales tax)	\$ 56.80
Solid Waste Collection:	
Weekly refuse collection service (per month plus sales tax) 96 gallon can	\$ 28
Weekly refuse collection service (per month plus sales tax) 64 gallon can	\$ 22
Each additional container/bag 30 lb or less (per item)	\$ 5
64 and 96 gallon Residential Container Replacement cost	\$ 100
Oversize/special Item Collection/Disposal Fee	\$ 30
Freon Removal Fee	\$ 25
On-Call Dumpster (Residential Only) Monthly Fee	\$ 50
On-Call Commercial Dumpster (other Dumpster Service Required) – Monthly Fee	\$ 50
Disconnected Utility Container Removal Fee	\$ 10
Container Loss Recovery Fee	\$ 25
Container Delivery/Removal fee	\$ 10
Unscheduled Service Fee (different collection vehicle required)	\$ 40
Prohibited Items in Trash Warranting an unplanned Garbage Truck Cleanout (per Hour)	\$ 60
Three Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 30
Four Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 38
Eight Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 74
Three Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 120
Three Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 240
Three Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 360
Four Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 152
Four Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 304
Four Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 456
Eight Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 296
Eight Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 592

Eight Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 888
Locking Dumpster (three or four yard includes delivery and pickup)	\$ 175

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: October 27, 2020
Public Hearing: October 27, 2020, Special
Public Hearing: October 27, 2020, Regular
Public Hearing:
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Resolution No. 21-003

A Resolution of the Palmer City Council Adopting the 2021 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021

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

WHEREAS, the Fine Schedule establishes the fines for 2021 and becomes a part of the current, adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached fine schedule for a period of one (1) year, that being from January 1, 2021, through December 31, 2021.

Approved by the Palmer City Council this ____ day of November, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



City of Palmer

2021 Fine Schedule

(Adopted by Resolution No. 21-003)

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

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

(A)(1) of this section, shall be assessed the maximum surcharge allowable to Alaska Statutes 12.55.039 and 29.5.074; and

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

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

Palmer Municipal Code (PMC) Chapter 1.10 City Seal

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

Palmer Municipal Code (PMC) Title 5 Business Licenses

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

Palmer Municipal Code (PMC) Title 6 Animals

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

Chapter 6.12 Licensing			
Section Title:	Section Citation:	Fine:	Fine Citation:
Registration – Dogs and cats	6.12.005	Applicable to all of PMC Chapter 6.12:	6.28.010
Application	6.12.010		6.28.010
Immunization	6.12.012		6.28.010
License Transfer	6.12.018	First offense: \$ 25	6.28.010
Fees	6.12.020	Second offense: \$ 50	6.28.010
Tag and Collar	6.12.030	Third offense: \$ 75	6.28.010
Chapter 6.14 Domestic Animal Bite and Attack Incidents			
Section Title:	Section Citation:	Fine:	Fine Citation:
Owner Compliance	6.14.060	First offense: \$ 100	6.28.010
		Second offense: \$ 200	
		Third offense: \$ 300	
Chapter 6.24 Hindering officers prohibited			
Section Title:	Section Citation:	Fine:	Fine Citation:
Hindering Officer Prohibited	6.24.010	First offense: \$ 75	6.28.010
		Second offense: \$ 150	
		Third offense: \$ 300	

Palmer Municipal Code (PMC) Title 8 Health & Safety			
Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags			
Section Title:	Section Citation:	Fine:	Fine Citation:
Single-Use Disposable Plastic Shopping Bags Prohibited	8.09.030	First Offense: Warning Second Offense: \$ 100 Third Offense: \$ 300	8.09.050
Chapter 8.10 Prohibiting Smoking in Places of Employment and Public Places			
Section Title:	Section Citation:	Fine:	Fine Citation:
Smoking Prohibited	8.10.020	Applicable to all of PMC Chapter 8.10:	8.10.070
Reasonable Distance	8.10.030		8.10.070
Areas Where Smoking Not Prohibited	8.10.040		8.10.070
Sign Posting and Other Requirements	8.10.050	First offense: \$ 100 Plus required surcharges	8.10.070
No Retaliation nor Waiver of Rights	8.10.060	Second offense: \$ 150 Plus required surcharges, for a second violation with 24 month period	8.10.070
Violations and Penalties	8.10.070	Third offense: \$ 300 Plus required surcharges, for a third or additional violation within a 24 month period Civil penalties may not exceed \$300 per violation	8.10.070

Enforcement	8.10.080		8.10.070
Other Applicable Laws	8.10.090		8.10.070
Chapter 8.11 Marijuana Use and Prohibitions			
Section Title:	Section Citation:	Fine:	Fine Citation:
Consuming in a public place	8.11.030	\$ 100	8.11.030
Marijuana oil, flammable extraction	8.11.050	\$ 100	8.11.050
Chapter 8.12 Fluoridation			
Section Title:	Section Citation:	Fine:	Fine Citation:
Public Water System	8.12.010	First offense: \$ 75 300	1.08.011
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 8.16 Sewage Disposal			
Section Title:	Section Citation:	Fine:	Fine Citation:
Waste Disposal Systems Required	8.16.010	First offense: \$ 100 300	1.08.011
		Second offense: \$ 200	
		Third offense: \$ 300	
Chapter 8.20 Garbage Collection and Disposal			
Section Title:	Section Citation:	Fine:	Fine Citation:
Garbage Disposal System Use Required	8.20.010	Applicable to all of PMC Chapter 8.20:	8.20.130
Adequate Receptacles Required, Time Limit	8.20.050		8.20.130
Depositing Restrictions	8.20.060	First offense: \$ 75	8.20.130
Unauthorized Dumpster and Container Usage	8.20.070	Second offense: \$ 150 Third offense: \$ 300	8.20.130
Clean Premises Required	8.20.080		8.20.130
Unauthorized Dumping Prohibited	8.20.090		8.20.130
Occupant Duties – Containers	8.20.100		8.20.130
Vehicles	8.20.110		8.20.130
Refuse Accumulation Prohibited	8.20.120		8.20.130
Chapter 8.36 Nuisances			
Section Title:	Section Citation:	Fine:	Fine Citation:
Designated – Prohibited	8.36.010	Applicable to all of PMC Chapter 8.36:	8.36.130
Specific Acts Designated	8.36.020		8.36.130
Acts Requiring Permit	8.36.025	First offense: \$ 75 150	8.36.130
Snow and Ice Removal	8.36.050	Second offense: \$ 150 300	8.36.130
Dumping Debris/Blocking Ditch	8.36.060	Third offense: \$ 300	8.36.130
Pump Locations	8.36.080		8.36.130

Chapter 8.37 Junk Vehicles			
Section Title:	Section Citation:	Fine:	Fine Citation:
Junk Vehicles Unlawful	8.37.020	First offense: \$ 75	8.37.090
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 8.38 Nuisance – Junk, Litter and Unsightly Premises			
Section Title:	Section Citation:	Fine:	Fine Citation:
Final Notice to Abate Violation	8.38.060		1.08.011 or 1.08.013
Remedies	8.38.075		1.08.011 or 1.08.013
Chapter 8.42 Fireworks			
Section Title:	Section Citation:	Fine:	Fine Citation:
Sales Prohibited	8.42.020	Applicable to all of PMC Chapter 8.42:	8.42.070
Authorized Uses	8.42.040		8.42.070
Permit Required	8.42.050		8.42.070
Permissible Uses	8.42.060	First offense: \$ 75	8.40.040
		Second offense: \$ 150	
		Third offense: \$ 300	

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

Prohibited When – Definitions	9.12.010	First offense: \$ 75	9.12.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.20 Alcoholic Beverages			
Section Title:	Section Citation:	Fine:	Fine Citation:
Licensed Premises Closing Hours	9.20.010	Applicable to all of PMC Chapter 9.20:	9.20.050
Prohibited Acts Designated	9.20.020		9.20.050
Personal Liability	9.20.030		9.20.050
Election Day Sales Permitted	9.20.040	First offense: \$ 75	9.20.050
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.22 Gambling			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.22.010	First offense: \$ 75	9.22.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.24 Indecent Exposure			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.22.010	First offense: \$ 75	9.22.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.28 Obscenity			
Section Title:	Section Citation:	Fine:	Fine Citation:
Obscene Language Prohibited	9.28.010	Applicable to all of PMC Chapter 9.28:	9.28.050
Selling Obscene Materials Prohibited	9.28.020		9.28.050
Obscene Exhibitions Prohibited	9.28.030		9.28.050
Obscene Public Writing and Drawing Prohibited	9.28.040	First offense: \$ 75	9.28.050
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.30 Prostitution			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited – Procuring Prohibited	9.30.020	Applicable to all of PMC Chapter 9.30:	9.30.090
House of Ill Fame	9.30.030		9.30.090
Aiding in Prostitution Prohibited	9.30.040		9.30.090
Receiving Money from Prostitute Prohibited	9.30.50	First offense: \$ 75	9.30.090
		Second offense: \$ 150	
Remaining in House of Prostitution Prohibited	9.30.060	Third offense: \$ 300	9.30.090
Loitering for Prostitution Purposes Prohibited	9.30.070		9.30.090
Reputation Testimony Permitted	9.30.080		9.30.090

Chapter 9.38 Disturbing Public Assemblies			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited Acts Designated	9.38.010	First offense: \$ 75	9.38.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.39 Excessive Police Responses			
Section Title:	Section Citation:	Fine:	Fine Citation:
Excessive Police Responses	9.39.010	First offense: \$ 75	9.39.040
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.40 Trespass – Posting of Property			
Section Title:	Section Citation:	Fine:	Fine Citation:
Trespass – Posting of Property	9.40.010	First offense: \$ 75	9.40.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.48 Petit Larceny			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.48.010	First offense: \$ 75	9.48.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.50 Injury to Property			
Section Title:	Section Citation:	Fine:	Fine Citation:
Defacing Property– Injuring Animals	9.50.010	Applicable to all of PMC Chapter 9.50:	9.50.040
Injuring Plants or Fences	9.50.020		9.50.040
Injuring Monuments and Markers	9.50.030		9.50.40
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.56 Interference with Utilities			
Section Title:	Section Citation:	Fine:	Fine Citation:
Pollution of Drinking Water	9.56.010	Applicable to all of PMC Chapter 9.56:	9.56.030
Damage to Water or Utility System	9.56.020		9.56.030
		First offense: \$ 75 300	
		Second offense: \$ 150 500	
		Third offense: \$ 300 750	

Chapter 9.58 Sale of Poison			
Section Title:	Section Citation:	Fine:	Fine Citation:
Selling Poison Without Label	9.58.10	First offense: \$ 75	9.58.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.60 Sale of Unwholesome Food			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.60.010	First offense: \$ 75	9.60.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.67 Curfew Hour for Minors			
Section Title:	Section Citation:	Fine:	Fine Citation:
Curfew Violations	9.67.020	Applicable to all of PMC Chapter 9.56:	9.67.050
Exceptions	9.67.030		9.67.050
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.74 Discharge of Firearms			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When – Exceptions	9.74.010	First offense: \$ 75	9.74.020
		Second offense: \$ 150	
		Third offense: \$ 300	

Palmer Municipal Code (PMC) Title 10 Vehicles & Traffic *			
Chapter 10.04 Traffic Code			
Section Title:	Section Citation:	Fine:	Fine Citation:
Parking Prohibitions During Snow Accumulation and/or Drifting Snow Conditions	10.04.050	Applicable to all of PMC Chapter 10.04	10.04.050
Towing	10.04.055		10.04.055
No-Parking Areas – Identification	10.04.060 (B)	First offense: \$ 75	10.04.060
Parking Prohibited for Longer than 24 Hours	10.04.080	Second offense: \$ 150 Third offense: \$ 300	10.04.080
Prohibiting Parking that Obstructs Traffic	10.04.090		10.04.090
Prohibiting Parking in Construction Zones	10.04.100		10.04.100

Chapter 10.08 Regulation of Off-Highway Vehicles			
Section Title:	Section Citation:	Fine:	Fine Citation:
Operation Requirements	10.08.020	Applicable to all of PMC Chapter 10.08:	10.08.100
Equipment	10.08.030		10.08.100
Speed and Time Restrictions	10.08.040		10.08.100
Driver's License Required	10.08.050	First offense: \$ 75	10.08.100
Towing	10.08.060	Second offense: \$ 150	10.08.100
Parent, Guardian or Other Person Responsible	10.08.070	Third offense: \$ 300	10.08.100

*

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

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

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

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

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: October 27, 2020
Public Hearing: October 27, 2020, Special
Public Hearing: October 27, 2020, Regular
Public Hearing:
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Resolution No. 21-004

A Resolution of the Palmer City Council Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021

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

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached five-year capital improvement program for a period of one (1) year, being from January 1, 2021, through December 31, 2021.

Approved by the Palmer City Council this ____ day of November, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2020 total	2020 Remaining	2021 Addition	2021 Total	2022 Addition	2023 Addition	2024 Addition	2025 Addition
		Prior Years Ongoing										
N	MTA Equipment Arena	COP	Annually		\$ 36,154	\$ 36,154		\$ 36,154	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
N	Water Reservoir Repair	COP-W/S	2017	\$ 40,000	\$ 108,265	\$ 85,765	\$ 75,000	\$ 160,765				
N	ADA Sidewalks	COP/Grant	2017	\$ 250,000	\$ 70,812	\$ 70,030	\$ -	\$ 70,030	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
N	Police Radios	COP	2017	\$ 625,000	\$ 103,000	\$ 46,773	\$ 67,433	\$ 114,206	Complete			
N	Street Maintenance	COP	As needed	\$ 500,000	\$ 548,778	\$ 623,778	\$ -	\$ 623,778	\$ 200,000	\$ 200,000	\$ 100,000	\$ 100,000
N	Public Video	COP	2018	\$ 75,000	\$ 39,617	\$ 30,498	\$ -	\$ 30,498				
N	W/S Lift station and well pumps	COP-W/S	Annually	\$ 100,000	\$ 110,041	\$ 48,647	\$ 50,000	\$ 98,647	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
N	Water/Sewer Truck	COP-W/S	2018	\$ 55,000	\$ 50,000	\$ 10,655	\$ -	\$ 10,655			\$ 60,000	\$ 60,000
N	Police Vehicle Annual Replacement	COP	Annually	\$ 45,000	\$ 86,333	\$ 30,108	\$ 50,000	\$ 80,108	\$ 50,000	\$ 50,000	\$ 55,000	\$ 55,000
N	Park Improvements	COP	As needed		\$ 100,204	\$ 99,104	\$ -	\$ 99,104				
N	Public Building Maintenance	COP	As needed	\$ 500,000	\$ 88,965	\$ 88,965	\$ -	\$ 88,965	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
N	Airport Safety - Avigation Easement Phase I	COP	2019	\$ 450,000	\$ 16,600	\$ 16,600	\$ -	\$ 16,600				
N	Golf Course-Golf Carts	COP	Annually	\$ 40,000	\$ 40,000	\$ -	\$ 10,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
N	Golf Course Infrastructure	COP	Annually	\$ 20,000	\$ 40,000	\$ 3,000	\$ 15,000	\$ 18,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
N	Depot updates-piping	COP	2019	\$ 15,000	\$ 10,000	\$ 3,262	\$ -	\$ 3,262				
N	Roads-Sander truck with plow blade	COP	2020	\$ 175,000	\$ 175,264	\$ 72,357	\$ -	\$ 72,357	<div> <div>Prior Year Funded (Carry over) \$1,382,539</div> <div>2020 Recommended additional funding \$137,901</div> </div>			
N	Traffic Safety Planning	COP	2020		\$ 135,000	\$ 116,843	\$ -	\$ 116,843				
N	Annexation Planning	COP	2020									

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2020 total	2020 Remaining	2021 Addition	2021 Total	2022 Addition	2023 Addition	2024 Addition	2025 Addition
			2021									
N	Roads-Dump truck with plow blade	COP	2021	\$ 275,000			\$ 275,000	275000				
N	Airport Safety - Avigation Easement Phase II	FAA/COP	2021	\$ 239,000			\$ 15,000	\$ 15,000				
N	(Place holder) Taxiway November Design & Build Project	FAA/COP	2021	\$ 6,500,000				\$ 406,250				
			2022									
N	Acquire Avigation Easement Mitigation	FAA/COP	2022	\$ 1,680,000					\$ 105,000			
N	Fire Engine	Grant	2022	\$ 700,000					\$ 150,000			
N	PW-Street Sweeper	COP	2022	\$ 275,000					\$ 275,000			
N	W/S Vac Truck	COP-W/S	2022	\$ 300,000					\$ 300,000			
N	Steam Truck Replacement	COP-W/S	2022	\$ 300,000					\$ 280,000			
N	Depot Updates- Windows	COP	2022	\$ 60,000					\$ 60,000			
			2023									
N	Stormwater Design	COP	2023	\$ 500,000						\$ 500,000		
N	Golf Course- Maintenance Shed	COP	2023	\$ 100,000						\$ 100,000		
N	Update Fire classroom building	COP	2023	\$ 150,000						\$ 150,000		
N	Fire Support vehicle (replacement/equip) with lift gate	COP	2023	\$ 80,000						\$ 80,000		
N	Construct Airport Outlets	COP	2023	\$ 50,000						\$ 50,000		
			2025									
N	Public Safety Bldg Updates	Grant	2025	\$ 400,000								\$ 260,000
N	Palmer Stormwater Improvements	Loan/Grant	2025	\$ 5,000,000								\$ 500,000
N	City Hall Updates	COP	2025	\$ 150,000								\$ 150,000
N	Airport: Construct Sand Storage Building	FAA/COP	2025	\$ 826,000								\$ 50,000

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2020 total	2020 Remaining	2021 Addition	2021 Total	2022 Addition	2023 Addition	2024 Addition	2025 Addition
			Unassigned									
N	Emergency Generator City Hall	Grant	Undetermined	\$ 400,000								
N	Generator for Fire St36 (training center)	COP	Undetermined	\$ 50,000								
N	New Fire engine and equipment	COP	Undetermined	\$ 700,000								
N	Fire Brush truck replacement/equip	COP	Undetermined	\$ 160,000								
N	Snow Dump Lots	COP	Undetermined	\$ 100,000								
N	Roof over Fire conexes	COP	Undetermined	\$ 55,000								
N	Extend S. Industrial to Inner Springer	COP	Undetermined	\$ 400,000								
N	Design new Library buiding	COP	Undetermined	\$ 100,000								
N	Public Library Extension Ph II	Bond	Undetermined	\$ 5,000,000								
N	New Fire station	Bond	Undetermined	\$ 9,000,000								
N	Design Museum phase 2	COP	Undetermined	\$ 250,000								
Y	Downtown Road Improvements- Cobb Street		Undetermined	\$ 1,100,000								
Y	Historic Palmer Water Tower Purchase		Undetermined	\$ 100,000								
Y	Restore Railroad Tracks to Downtown Palmer		Undetermined	\$ 3,000,000								
Y	Park Project Walk to the Fair		Undetermined	\$ 300,000								
N	Babb Aboretum Restoration		Undetermined	\$ 75,000								
N	Sherrod Area Gravel to Road resurfacing		Undetermined	\$ 1,000,000								
Totals	Totals			\$ 41,986,359	\$ 2,271,088	\$ 1,382,539	\$ 557,433	\$ 2,346,222	\$ 1,655,000	\$ 1,365,000	\$ 450,000	\$ 1,410,000

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2020 total	2020 Remaining	2021 Addition	2021 Total	2022 Addition	2023 Addition	2024 Addition	2025 Addition
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2021 Funding Breakdown		\$ 557,433	additional
General Fund	\$ 432,433	\$294,532 from annual contribution	\$137,901 from General Fund unassigned balance
W/S	\$ 125,000	from enterprise funds	

2022 Funding Breakdown		\$ 1,655,000	additional
General Fund	\$ 1,000,000	\$290,000 from annual contribution	\$710,000 from General Fund unassigned balance
W/S	\$ 655,000	from enterprise funds	

2023 Funding Breakdown		\$ 1,365,000	additional
General Fund	\$ 1,290,000	\$244,000 from annual contribution	\$1,046,000 from General Fund unassigned balance
W/S	\$ 75,000	from enterprise funds	

2024 Funding Breakdown		\$ 450,000	additional
General Fund	\$ 315,000	\$244,000 from annual contribution	\$71,000 from General Fund unassigned balance
W/S	\$ 135,000	from enterprise funds	

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
 Date: October 27, 2020
 Public Hearing: October 27, 2020, Special
 Public Hearing: October 27, 2020, Regular
 Public Hearing:
 Action:
 Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Resolution No. 21-005

A Resolution of the Palmer City Council Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021, and Appropriating Monies

WHEREAS, as required in Chapter VI of the City of Palmer Municipal Charter, a public hearing regarding the City of Palmer Fiscal Year 2021 Budget was held on Tuesday, October 27, 2020, and continued on Tuesday, November 24, 2020; and

WHEREAS, the Palmer City Council has reviewed the budget presented by the City Manager for the 2021 fiscal year.

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

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

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

	Revenues
General Fund (01)	\$ 11,643,157
Enterprise Funds	
Water/Sewer (02)	\$ 3,231,250
Airport (03)	\$ 403,783
Solid Waste (05)	\$ 786,500
Golf Course (15)	\$ 597,500
Capital	
General CIP Projects (08)	\$ -
General CIP Equipment (09)	\$ -
Road Fund (10)	\$ -
Water & Sewer Projects (24)	\$ 125,000
Airport CIP Projects (30)	\$ -
Special Revenue Funds	
Police Grants (52)	\$ 119,537
Narcotics Grant (53)	\$ 146,000
Total Revenues	\$ 17,052,727

	Expenditures
General Fund (01)	\$ 11,612,724
Enterprise Funds	
Water/Sewer (02)	\$ 2,719,452
Airport (03)	\$ 403,783
Solid Waste (05)	\$ 791,728
Golf Course (15)	\$ 572,570
Capital Improvements	
General CIP Projects (08)	\$ -
General CIP Equipment (09)	\$ -
Road Fund (10)	\$ -
Water & Sewer Projects (24)	\$ 125,000
Airport CIP Projects (30)	\$ -
Special Revenue Funds	
Police Grants (52)	\$ 119,537
Narcotics Grant (53)	\$ 145,677
Total Expenditures/Expenses	\$ 16,490,471

Section 3. That the rate of the tax levy for the City of Palmer, Alaska for the fiscal year 2021 shall be fixed at 3.00 mills upon each dollar of assessed taxable real and personal property. The revenue from this tax levy is to be used for city purposes.

Section 4. That the 2021 budget is hereby approved for all funds in the amounts and for the purposes as stated above. The supporting line item budget detail as presented by the administration and reviewed by council is incorporated as part of this budget resolution.

Section 5. That the City of Palmer Fiscal Year 2021 operating budget is adopted for a period of one (1) year, that being from January 1, 2021, through December 31, 2021.

Approved by the Palmer City Council this ____ day of November, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

2021 PROPOSED BUDGET

IS AVAILABLE ON THE CITY'S WEBSITE AT
[HTTPS://WWW.PALMERAK.ORG/CITY-PALMER-
BUDGET-DOCUMENTS](https://www.palmerak.org/city-palmer-budget-documents)
WITH HARD COPIES PROVIDED AT THE
MEETING.