

Mayor Edna B. DeVries
Deputy Mayor Richard W. Best
Council Member Steve Carrington
Council Member Sabrena Combs
Council Member David Fuller
Council Member Brad Hanson
Council Member Pete LaFrance

City Attorney Michael Gatti
City Clerk Norma I. Alley, MMC
City Manager Nathan Wallace

City of Palmer, Alaska
Regular City Council Meeting
April 10, 2018, at 7 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.cityofpalmer.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 18-044:** Authorizing the City Manager to Execute a Consent to Assignment for the Assumption of the Proprietary Lease from Joshua Nance to Eldon E. Bell, Jr. & Holly A. Bell for Palmer Hangars Owners Association Unit No. 4, Lot 11, Block 3 at the Palmer Municipal Airport Page 3
 - b. **Action Memorandum No. 18-045:** Authorizing the City Manager to Negotiate and Execute a Renewed Agricultural Lease with Ben VanderWeele for a Parcel of Land Containing Approximately Five Acres of Airport Land Located on Outer Springer Loop Page 37
 - c. **Action Memorandum No. 18-046:** Authorizing the City Manager to Negotiate and Execute a New Agricultural Hay Lease Agreement with Adam J. Jenski, dba RK Ranch, on Approximately 110 Acres of Airport Lands Currently in Hay Fields at the Palmer Municipal Airport Page 47
2. Approval of Minutes of Previous Meetings
 - a. February 27, 2018, Regular Meeting Page 63
 - b. March 27, 2018, Special Meeting Page 69
 - c. March 27, 2018, Regular Meeting Page 71

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation from ADOT&PF Highway Design Chief James Amundsen

F. REPORTS

1. City Manager's Report Page 75
2. City Clerk's Report Page 109
3. Mayor's Report Page 115
4. City Attorney's Report

G. AUDIENCE PARTICIPATION

H. ACTION MEMORANDA

1. **Action Memorandum No. 18-047:** Approving a Council Community Grant in the Amount of \$500.00 to the Great Alaska Council Boy Scouts of America Valleywide Community Pinewood Derby Race to be held on April 19, 2018 Page 117

- 2. **Action Memorandum No. 18-048:** City Council Providing a Favorable Opinion, In Accordance with Palmer Municipal Code 9.74.010 Discharge of Firearms, to Allow the City Manager to Issue an Indoor Gun and Target Range Permit..... Page 127

I. RECORD OF ITEMS PLACED ON THE TABLE

J. AUDIENCE PARTICIPATION

K. COUNCIL MEMBER COMMENTS

L. ADJOURNMENT

Tentative 2018 Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
April 17	Joint	6 pm	PZC
April 24	Regular	7 pm	
May 8	Regular	7 pm	
May 22	Regular	7 pm	
June 12	Regular	7 pm	
June 26	Regular	7 pm	

**City of Palmer
Action Memorandum No. 18-044**

Subject: Authorizing the City Manager to Execute a Consent to Assignment for the Assumption of the Proprietary Lease from Joshua Nance to Eldon E. Bell, Jr. & Holly A. Bell for Palmer Hangars Owners Association Unit No. 4, Lot 11, Block 3 at the Palmer Municipal Airport


Agenda of: April 10, 2018

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


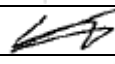
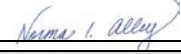
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u> X </u>	Finance		<u>3/19/18</u>
_____	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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- City Information Sheet
- Certificate of Insurance
- Purchase Agreement
- Assignment & Assumption of Proprietary Lease & Transfer of Certificate of Membership
- Assignment & Assumption from Allen to Nance
- Proprietary Lease Agreement 2007
- Palmer Hangar Owners Association Approval of Sale from Nance to Bell
- City of Palmer Consent to Assignment

Summary Statement/Background:

Palmer Hangar Owners Association is the lessee for the 9-unit T-Hangar complex constructed on Yukon Drive at the Palmer Municipal Airport. The Palmer Hangar Owners Association has a proprietary lease agreement with Joshua Nance for Unit 4. Mr. Nance is assigning this lease to Eldon E. Bell Jr. & Holly A. Bell. This is the third assignment of the original proprietary Lease: PHOA to Gallagher, Gallagher to Allen, Allen to Nance, and Nance to Bell.

In accordance with and in keeping with article 3, Compliance with the underlying Airport Lease, and the Palmer Hangars Owners Association Proprietary Lease with Joshua Nance (the assignor) and Eldon E. Bell Jr. & Holly A. Bell (the Assignee's) acknowledge their understanding of and agree to be bound by and to comply with all terms of Palmer Municipal Airport Lease Agreement No. 05-02 (The Airport Lease), as if a lessee thereunder. The Assignor and the Assignee also acknowledge and agree that their rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a Consent to the Assignment of Proprietary Lease as set forth in the Airport Lease, and the Assignee, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

The administration recommends that the Council Authorize the City Manager to Execute a Consent to an Assumption of Proprietary Lease from Joshua Nance to Eldon E. Bell Jr. & Holly A. Bell for Palmer Hangars Owners Association Unit No. 4, Lot 11, Block 3 at the Palmer Municipal Airport with the condition that the City receives the following: (1) Copy of fully executed Assignment and Assumption of proprietary lease and Certificate of Membership.

Administration's Recommendation:

To approve Action Memorandum No. 18-044 for a transfer of Unit # 4, Lot 11, Block 3, Palmer Municipal Airport.



CITY OF PALMER

231 West Evergreen Avenue
Palmer, Alaska 99645
Phone (907) 745-3271 • Fax (907) 745-0930
www.cityofpalmer.org

T - Hangar Complex No. 750 E. Yukon St. Unit 4

Aircraft Number: None Yet

Owner: Eldon & Holly Bell

Proposed Use: Personal Private Aircraft storage

Mailing Address: 2973 S Lakeshore Loop Palmer AK 99645

Physical Address: 2973 S Lakeshore Loop Palmer AK 99645

Telephone: Work: NA Home: 907-745-5849 Cell: 907-232-9585

Email Address: skeeter88@me.com

In case of Emergency and the primary owner is not available:

Name: Holly Bell

Mailing Address: 2973 S Lakeshore Loop Palmer AK 99645

Telephone: Work: _____ Home: 907-745-5849 Cell: 907-232-9586

Owners Signature: *Eldon & Holly Bell*

Date: 12 Mar 18



Certificate of Insurance

This is to certify to: City Of Palmer
 whose address is: 231 W Evergreen
 Palmer, AK 99645

that: Eldon E. Bell
 whose address is: 2973 S Lakeshore Loop
 Palmer AK 99645

Is insured with Preferred Aviation Underwriter, for the Limits of Coverage stated below.

Insurance Type	Policy Number(s)	Policy Term	Limits of Coverage
HANGAR LIABILITY	02-LX-090012696-0	03/13/18 -03/13/19	Each Occurrence \$1,000,000

Combined Liability Coverage for
 Bodily injury and property damage

TOOLS

Deductible	Amount of Insurance
\$ 1,000	\$10,000

Applies to: Hangar - Palmer Buddy Woods Municipal Airport, Unit 4, Lot 11, Block 3, Palmer, AK 99645

City Of Palmer is named as an additional insured with respect to the operations of the Named Insured. Whom we agree to notify 30 days before date of cancellation, if policy should be cancelled by the insured company.

This certificate of insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the above numbered policy.

Falcon Insurance Agency, Inc.

Address: P.O. Box 291388, Kerrville, Texas 78029 – Telephone 800-880-4545 – Fax (830) 792-1144

By
 date: March 13, 2018

Michael Etlinger



**PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY DEPOSIT**

Received from Eldon Bell, (the "Buyer(s)"), the sum of \$ 1,000.00 Dollars (\$ _____), by Check # 4547, paid to JOSHUA NANCE, (the "Seller(s)"), as earnest money and deposited with Mat-Su Title Agency, LLC, on the terms as set forth as follows:

1. **Sale.** The Seller(s) agrees to sell to Buyer(s) and Buyer(s) agrees to purchase, at the price and on the terms and conditions set forth below, the following described property in the Palmer Recording District, Third Judicial District, State of Alaska:

750 E. Yukon St. Unit 4
Palmer, AK 99645

hereinafter "the Property". The sales price includes the following personal property (if none, leave blank): _____.

2. **Price.** The total purchase price for the Property is: \$ 75,000.00, payable by the Buyer(s) as follows:

(a) The earnest money deposit mentioned above is to be held by Mat-Su Title Agency, LLC in its non-interest trust account. Said earnest money will be held by Mat-Su Title Agency, LLC until the transaction is completed or fails to close. If the Buyer(s) is unable to complete this purchase, the earnest money may, at Seller's sole option, be forfeited as liquidated damages and Seller(s) may elect to pursue any other remedy available at law or in equity, if any. Should the sale close, the earnest money deposit shall be credited against the purchase price due Seller(s) at closing.

(b) The balance of the purchase price in the form of cash or certified check shall be deposited with the escrow agent on or before closing, or payable as follows:

(Leave blank if no financing) _____
_____.

3. **Condition of Property.** Buyer(s) offers to purchase the property in its present "As-Is" condition (if left blank), or, subject to the following items to be completed before closing:

_____.

4. **Other Buyer Contingencies.** Other contingencies of Buyer(s) purchase are:
(if none leave blank) _____

_____.

5. Charges. Upon closing, the escrow agent shall charge the Seller(s) and/or Buyer(s) as indicated by placing a mark in the appropriate column (if both Seller and Buyer column marked, the costs will be divided equally).

	B	S		B	S
Document Preparation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Discount Points	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Recording Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tax Registration	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Owner's Title Insurance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	HOA Transfer Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lender's Title Insurance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Appraisal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank Set-Up Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Survey/As Built	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Annual Escrow Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Assessments	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Escrow Closing Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Smoke Detectors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Origination Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Well Flow Test	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Commitment Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Reserves	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Credit Report	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	VA Funding Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Flood Certificate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Assumption Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Resale Certification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Well/ Septic Inspection	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Home Inspection	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

Taxes for the current year, rents, insurance, interest, homeowners dues, mortgage reserves, water and any other utilities constituting liens and security deposits, shall be pro-rated or transferred as of the date of recordation of the deed. Possession of the property will occur on recording, or April 1, 2018.

6. Title and Deed. Seller(s) shall convey marketable title to the Property to Buyer(s) by warranty deed free and clear of all liens, charges and encumbrances, clouds and defects whatsoever, except:

7. Time. The closing date shall be on or before April 1, 2018 *X extend as Necessary for City of Palm Beach approval*. If Seller(s) is unable to close or deliver possession of the Property to Buyer(s) by closing, other than for any reason caused by the acts or omission of Buyer(s), Seller(s) shall return to Buyer(s) the earnest money deposit.

8. Title Guaranty Insurance. A title insurance policy in the amount of the purchase price issued by Mat-Su Title Agency, LLC as agent for its underwriter will be issued to Buyer(s) at closing. If Seller(s) financing is being provided, a standard mortgagees title policy will be issued to the Seller(s) in the amount of the financing.

9. Preliminary Title Report. Seller(s) shall obtain for Buyer(s) a commitment to issue the required title policy ("title report") from Mat-Su Title Agency, LLC immediately upon the execution of this Agreement. A copy will be provided to Seller(s) and Buyer(s). Within ten (10) days from the receipt of said title report by Buyer(s), Buyer(s) shall notify Seller(s) and the title company of any restrictions, reservations, limitations, easements and conditions of record, ("title defects") disclosed in the title report which are objectionable to Buyer(s). In the event that Buyer(s) so notifies Seller(s) of any title defects, Seller(s) shall have until the closing date to cure or remove the title defects. Seller(s) shall be obligated to remove all title defects objected to by Buyer(s) or shall notify Buyer(s) that such items will not be removed at or prior to closing in which event, Buyer(s) shall be entitled to return of the earnest money deposit. Rights reserved in federal or State patents, governmental building or use restrictions, and building or zoning

regulations and provisions shall not be deemed defects or encumbrances. Any defects or encumbrances may be discharged at closing out of the purchase money.

10. Broker's Commission. The Seller(s) and Buyer(s) represent that no real estate broker was involved in this transaction and that no brokerage fees or other compensation is due any real estate broker or any other person because of this transaction.

11. Escrow Agent. This transaction shall be placed in escrow with Mat-Su Title Agency, LLC ("escrow agent"). A copy of this Agreement shall be deposited with the escrow agent by the Buyer(s), and this Agreement shall serve as the escrow instructions. The escrow agent may additionally attach its standard escrow instructions.

12. Closing Documents - Funds. On or before the closing date, the escrow agent shall record the deed and any other instruments required to be recorded and shall deliver to each of the parties or their assigns, the funds and documents to which they shall be respectively entitled, together with its escrow statement, provided that the escrow agent shall then have on hand all funds and documents necessary to complete the transaction and provided the title company has stated that it shall be in a position to and will issue and deliver, upon the filing of the deed of record, the title insurance required hereunder.

13. Binding Effect. This Agreement shall be binding upon Seller(s) and Buyer(s) and their respective heirs, executors, administrators, successors and assigns. Neither party shall assign or transfer this Agreement without the written consent of the non-assigning party.

Buyers will hold title as: Eldon E Bell Jr & Holly A Bell
Husband & Wife

14. Additional Terms: _____

Seller(s):

Joshua Nance
Signature

JOSHUA NANCE
Printed Name

Signature

Printed Name

Address: 2228 S. AUSTIN CIR
PALMER, AK 99645

Phone: 907-707-9665

Email: jnance15@hotmail.com

Date: 03/01/2018

Time: 0831

Buyer(s):

Eldon E Bell Jr
Signature

Eldon E Bell Jr
Printed Name

Holly A Bell
Signature

Holly A Bell
Printed Name

Address: 2973 S Lakeshore Loop
Palmer AK 99645

Phone: 907-232-9585

Email: skooter88@me.com

Date: 03/01/2018

Time: _____

MS 15
200647-X

**ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE
AND TRANSFER OF CERTIFICATE OF MEMBERSHIP**

THIS ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE AND TRANSFER OF CERTIFICATE OF MEMBERSHIP (the "Assignment") is made and entered into and effective as of the 26th day of May, 2016, by and between DAVID R. ALLEN, an unmarried person, ("Assignor"), whose address is 20207 Paul Revere Circle, Eagle River AK 99577, and JOSHUA NANCE, a married person, ("Assignee"), whose address is 2228 S. Austin Circle, Palmer AK 99645.

RECITALS

WHEREAS, Assignor is currently the lessee, by Assignment and Assumption recorded July 15, 2013, Reception Number 2013-015245-0, under that certain Proprietary Lease Agreement (the "Lease") between Assignor and Palmer Hangars Owners Association, dated October 5, 2007, recorded October 22, 2007, Reception Number 2007-027127-0, with respect to certain airplane hangar space described as

Unit No. 4, Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska, and

WHEREAS, by mesne Assignments Palmer Hangars Owners Association obtained a lease from the City of Palmer at the Palmer Airport as to the following described property

Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska;

and all terms and conditions of said Airport Lease and compliance therewith apply to this Assignment and Assumption of Proprietary Lease and Transfer Of Certificate Of Membership, all as more fully set forth in said Proprietary Lease; and

WHEREAS, Assignor desires to assign his right, title, and interest under the Proprietary Lease to Assignee, and further transfers the Certificate of Membership in and to said Unit 4, and Assignee desires to accept and assume the right, title, and interest of Assignor under the Proprietary Lease and Certificate of Membership;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

Section 1. Assignment of Proprietary Lease and Transfer of Certificate of Membership.
Assignor hereby grants, transfers, conveys and assigns to Assignee all of his right, title and interest as Lessee under the Proprietary Lease and Certificate of Membership, and Assignee accepts such assignment, and except as provided in Section 2 below, assumes all obligations of Assignor thereunder, as of the effective

date of this Assignment. Except as provided in Section 2 with respect to Claims (as such term is hereinafter defined), Assignee shall defend, indemnify and hold harmless Assignor from and against all Claims arising or occurring under the Proprietary Lease and Certificate of Membership after the effective date of this Assignment.

Section 2. Continued Liability of Assignor. Notwithstanding the provisions of Section 1 above, Assignor expressly agrees that he shall remain liable for all obligations and claims (the "Claims"), including, but not limited to, indemnity obligations, arising or occurring under the Proprietary Lease and Certificate of Membership prior to the effective date of this Assignment, irrespective of whether a Claim is made after the effective date of this Assignment. Assignor shall defend, indemnify and hold harmless Assignee from and against such Claims.

Section 3. Permits, Laws, and Taxes.

3.01. The Assignee shall acquire and maintain, in good standing, all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Assignee under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations, including, but not limited to the Palmer Municipal Code, and all state and/or federal laws and regulations. The Assignee shall pay all taxes pertaining to his performance under this Agreement.

3.02. In accordance with and in keeping with Article 3, Compliance with Airport Lease, of the Palmer Hangers Owners Association Proprietary Lease with George J. Gallagher and Peggy J. Gallagher recorded October 22, 2007, Reception Number 2007-027127-0, the Assignee acknowledges his understanding of and agrees to be bound by and to comply with all terms of Palmer Municipal Airport Lease Agreement No. 05-02 (The Airport Lease), as if a lessee thereunder. The Assignee also acknowledges and agrees his rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a consent to transfer the Proprietary Lease as set forth in the Airport Lease, and the Assignee, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

Section 4. Other Instruments/Actions. The parties agree to execute such further reasonable instruments, to take such further reasonable actions, and to make any additional reasonable transfers as may be necessary to carry out the purpose and intent of this Assignment.

Section 5. Miscellaneous.

5.01. Governing Law/Remedies. This Assignment and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Alaska and the City of Palmer without giving effect to principles or provisions thereof relating to choice of law or conflict of laws. In any action to enforce the provisions of this Assignment, the prevailing party shall be entitled to reasonable attorney fees and court costs.

5.02. Waiver/Amendments. Any waiver must be in writing, and any waiver by any party of a breach of any provision of this Assignment shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Assignment. The failure of a party to insist upon strict adherence to any term of this Assignment on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Assignment. This Assignment shall not be altered, modified or otherwise amended



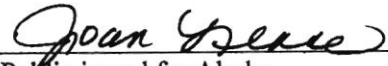
ASSIGNEE:



JOSHUA NANCE

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on May 26, 2016, by JOSHUA NANCE.



Notary Public in and for Alaska
My Commission Expires: 11-23-2018



Record in Palmer Recording District.
Return to:
JOSHUA NANCE
2228 S. Austin Circle
Palmer AK 99645

Dalrymple Law, P.C. • 927 S. Cobb Street, Palmer AK 99645 • 907-745-6332 • www.matsulaw.com
Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 4



4 of 5
2016-010733-0



/City of Palmer • Palmer Municipal Airport
231 W. Evergreen Avenue • Palmer, AK 99645
 Phone: 907-745-3271 Fax: 907-745-0930

CONSENT TO ASSIGNMENT

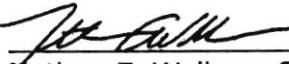
In consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer hereby consents to the foregoing Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership of Unit 4, Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, and State of Alaska from David R. Allen, ("Assignor") to Joshua Nance, ("Assignee").

Current Palmer Municipal Lease No 05-02 (The Airport Lease) is in Effect. Except as otherwise expressly stated herein, nothing in this consent to assignment of proprietary lease is intended to amend or alter any of the terms and conditions of the Airport Lease or any amendments thereto previously executed by Lessor and Lessee. All terms and conditions remain in full force and effect.

This consent to assignment of lease will not release the Assignor from obligations under the Airport Lease should the new Lessee default. In the event of the default of the Assignee, the lease agreement shall revert to the Assignor.

City of Palmer

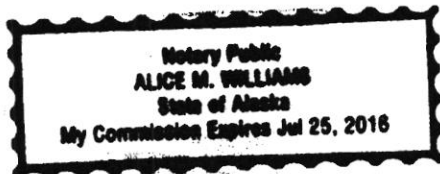
Date: 29 May 2016

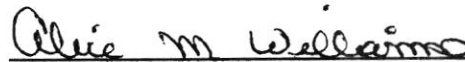


Nathan E. Wallace, City Manager

STATE OF ALASKA)
)ss:
 THIRD JUDICIAL DISTRICT)

The foregoing Consent to Assignment of Proprietary Lease _____
 was acknowledged before me this 25th day of May, 2016, by
Nathan E. Wallace.





Notary Public in and for Alaska

My Commission

Expires: Jul 25, 2016



MS 15
200647-X**ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE
AND TRANSFER OF CERTIFICATE OF MEMBERSHIP**

THIS ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE AND TRANSFER OF CERTIFICATE OF MEMBERSHIP (the "Assignment") is made and entered into and effective as of the 26th day of May, 2016, by and between DAVID R. ALLEN, an unmarried person, ("Assignor"), whose address is 20207 Paul Revere Circle, Eagle River AK 99577, and JOSHUA NANCE, a married person, ("Assignee"), whose address is 2228 S. Austin Circle, Palmer AK 99645.

RECITALS

WHEREAS, Assignor is currently the lessee, by Assignment and Assumption recorded July 15, 2013, Reception Number 2013-015245-0, under that certain Proprietary Lease Agreement (the "Lease") between Assignor and Palmer Hangars Owners Association, dated October 5, 2007, recorded October 22, 2007, Reception Number 2007-027127-0, with respect to certain airplane hangar space described as

Unit No. 4, Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska, and

WHEREAS, by mesne Assignments Palmer Hangars Owners Association obtained a lease from the City of Palmer at the Palmer Airport as to the following described property

Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska;

and all terms and conditions of said Airport Lease and compliance therewith apply to this Assignment and Assumption of Proprietary Lease and Transfer Of Certificate Of Membership, all as more fully set forth in said Proprietary Lease; and

WHEREAS, Assignor desires to assign his right, title, and interest under the Proprietary Lease to Assignee, and further transfers the Certificate of Membership in and to said Unit 4, and Assignee desires to accept and assume the right, title, and interest of Assignor under the Proprietary Lease and Certificate of Membership;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

Section 1. Assignment of Proprietary Lease and Transfer of Certificate of Membership.
Assignor hereby grants, transfers, conveys and assigns to Assignee all of his right, title and interest as Lessee under the Proprietary Lease and Certificate of Membership, and Assignee accepts such assignment, and except as provided in Section 2 below, assumes all obligations of Assignor thereunder, as of the effective

date of this Assignment. Except as provided in Section 2 with respect to Claims (as such term is hereinafter defined), Assignee shall defend, indemnify and hold harmless Assignor from and against all Claims arising or occurring under the Proprietary Lease and Certificate of Membership after the effective date of this Assignment.

Section 2. Continued Liability of Assignor. Notwithstanding the provisions of Section 1 above, Assignor expressly agrees that he shall remain liable for all obligations and claims (the "Claims"), including, but not limited to, indemnity obligations, arising or occurring under the Proprietary Lease and Certificate of Membership prior to the effective date of this Assignment, irrespective of whether a Claim is made after the effective date of this Assignment. Assignor shall defend, indemnify and hold harmless Assignee from and against such Claims.

Section 3. Permits, Laws, and Taxes.

3.01. The Assignee shall acquire and maintain, in good standing, all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Assignee under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations, including, but not limited to the Palmer Municipal Code, and all state and/or federal laws and regulations. The Assignee shall pay all taxes pertaining to his performance under this Agreement.

3.02. In accordance with and in keeping with Article 3, Compliance with Airport Lease, of the Palmer Hangers Owners Association Proprietary Lease with George J. Gallagher and Peggy J. Gallagher recorded October 22, 2007, Reception Number 2007-027127-0, the Assignee acknowledges his understanding of and agrees to be bound by and to comply with all terms of Palmer Municipal Airport Lease Agreement No. 05-02 (The Airport Lease), as if a lessee thereunder. The Assignee also acknowledges and agrees his rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a consent to transfer the Proprietary Lease as set forth in the Airport Lease, and the Assignee, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

Section 4. Other Instruments/Actions. The parties agree to execute such further reasonable instruments, to take such further reasonable actions, and to make any additional reasonable transfers as may be necessary to carry out the purpose and intent of this Assignment.

Section 5. Miscellaneous.

5.01. Governing Law/Remedies. This Assignment and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Alaska and the City of Palmer without giving effect to principles or provisions thereof relating to choice of law or conflict of laws. In any action to enforce the provisions of this Assignment, the prevailing party shall be entitled to reasonable attorney fees and court costs.

5.02. Waiver/Amendments. Any waiver must be in writing, and any waiver by any party of a breach of any provision of this Assignment shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Assignment. The failure of a party to insist upon strict adherence to any term of this Assignment on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Assignment. This Assignment shall not be altered, modified or otherwise amended





/City of Palmer • Palmer Municipal Airport
231 W. Evergreen Avenue • Palmer, AK 99645
 Phone: 907-745-3271 Fax: 907-745-0930

CONSENT TO ASSIGNMENT

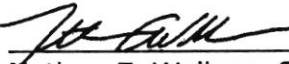
In consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer hereby consents to the foregoing Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership of Unit 4, Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, and State of Alaska from David R. Allen, ("Assignor") to Joshua Nance, ("Assignee").

Current Palmer Municipal Lease No 05-02 (The Airport Lease) is in Effect. Except as otherwise expressly stated herein, nothing in this consent to assignment of proprietary lease is intended to amend or alter any of the terms and conditions of the Airport Lease or any amendments thereto previously executed by Lessor and Lessee. All terms and conditions remain in full force and effect.

This consent to assignment of lease will not release the Assignor from obligations under the Airport Lease should the new Lessee default. In the event of the default of the Assignee, the lease agreement shall revert to the Assignor.

City of Palmer

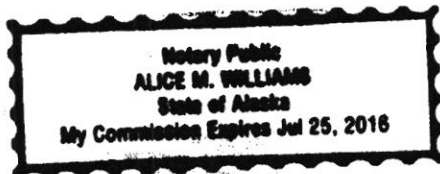
Date: 29 May 2016

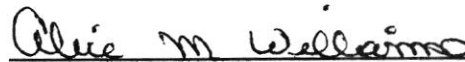


Nathan E. Wallace, City Manager

STATE OF ALASKA)
)ss:
 THIRD JUDICIAL DISTRICT)

The foregoing Consent to Assignment of Proprietary Lease _____
 was acknowledged before me this 25th day of May, 2016, by
Nathan E. Wallace.





Notary Public in and for Alaska
 My Commission
 Expires: Jul 25, 2016



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L
A
S
K
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2007-027127-0

Recording Dist: 311 - Palmer

10/22/2007 9:15 AM Pages: 1 of 14



LC

**PALMER HANGARS OWNERS ASSOCIATION
PROPRIETARY LEASE
WITH George J. Gallagher and Peggy J. Gallagher
AS TO UNIT NO. 4
OF THE PALMER HANGARS COOPERATIVE**

THIS AGREEMENT, made and entered into this 5th day of October, 2007, by and between Palmer Hangars Owners Association (hereinafter the "Association"), Lessor, an Alaska nonprofit corporation, of 21919 Barkley Drive Eagle River, AK 99577 and George J. Gallagher and Peggy J. Gallagher of 7210 E Chester Heights Circle Anchorage, AK 99504 (hereinafter "Member"), Lessee.

WHEREAS, through Declarant, the Association obtained a lease from the City of Palmer at the Palmer Airport (hereinafter "Airport Lease") as to the following described property (hereinafter "Leased Premises"):

Lot 11, Block 3, on the preliminary plat for the Palmer Municipal Airport.

Palmer Recording District, Third Judicial District, State of Alaska

WHEREAS, Declarant constructed an aircraft hangar facility (hereinafter "Palmer Hangars" on the Leased Premises; and

WHEREAS, the Association was formed for the purpose of operating a leasehold cooperative under the Alaska Common Interest Ownership Act (AS 34.08) as to the Palmer Hangars, with the intent that Association Members shall have the right to occupy and use the Palmer Hangars and its individual units under the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is a Proprietary Lease as defined by AS 34.08.990(25), and attached hereto as Exhibit A is a Certificate of Membership to which this Proprietary Lease appertains;

NOW, THEREFORE, for valuable consideration paid to Declarant, Palmer Hangars, LLC, receipt of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the Association hereby subleases to the Member, and the Member hereby takes from the Association, Unit No. 4.

TO HAVE AND TO HOLD said unit unto the Member, his executors, administrators and authorized assigns, on the terms and conditions set forth herein, commencing on the date of this Proprietary Lease, and terminating on June 30, 2025, unless terminated earlier as provided herein, or extended as provided by the Airport Lease.

ARTICLE 1
DEFINITIONS

Capitalized terms contained in this Proprietary Lease shall have the same definitions and meanings set forth in the Declaration.

ARTICLE 2
MEMBER'S RIGHTS

In return for the Member's continued fulfillment of the terms and conditions of this Proprietary Lease, the Association covenants that the Member may, at all times while this Proprietary Lease remains in effect, have and enjoy for the Member's sole use and benefit the unit above described, and may enjoy in common with all other Members of the Association the use of all common community property and facilities.

ARTICLE 3
COMPLIANCE WITH AIRPORT LEASE

The Member acknowledges his understanding of and agrees to be bound by and to comply with all terms of the Airport Lease as if a lessee thereunder. The Member acknowledges his rights under this Proprietary Lease are subject to the Airport Lease. The Member also acknowledges and agrees his rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a Consent to Proprietary Lease as set forth in the Airport Lease, and the Member, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

ARTICLE 4
**COMPLIANCE WITH DECLARATION, ARTICLES,
BYLAWS, AND RULES AND REGULATIONS**

The Member agrees to preserve and promote the cooperative ownership principles on which the Association has been founded. The Member acknowledges his understanding of and agrees to be bound by and to comply with all of the terms of the Declaration, Articles of Incorporation, Bylaws, rules and regulations of the Association, and any amendments and additions thereto.

ARTICLE 5
USE AND OCCUPANCY OF PREMISES

The Member shall utilize the unit for himself and/or his guests and invitees, subject to the following restrictions:

The units may be used for any purpose authorized or allowed under the Airport Lease. The units shall not be used for any unlawful purpose or for any purpose or use that may

constitute a nuisance or hazard to health, safety or property. The units shall not 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 Airport. No unit may be used for any residential occupancy.

The Member shall not permit or suffer anything to be done or kept upon the common interest community which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the common interest community, or commit or suffer any illegal act to be committed thereon. If by reason of the use of the premises by the Member the rate of insurance on the building shall be increased, the Member shall become personally liable for the additional insurance premiums.

ARTICLE 6 **ALTERATIONS AND ADDITIONS**

The Member agrees to comply with the architectural standards set out in the Declaration. The Member shall not, without the prior written consent of the Association, make any structural alterations on the premises or in the water, gas or pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements or fixtures from the unit.

If the Member for any reason abandons the unit, he shall surrender to the Association possession thereof, including any alterations, additions, fixtures and improvements.

ARTICLE 7 **TRANSFER OF INTEREST**

The Member may transfer his rights and membership, but only as allowed herein and under the Declaration. Transfer of a Member's right under this Proprietary Lease requires prior written consent by the Association, which consent will require compliance with all terms of this Proprietary Lease, payment of all amounts owed to the Association, and execution by the transferee of a Proprietary Lease. Transfer of the Member's rights is also subject to written consent by the City of Palmer, which consent will require execution of certain documents, including a Consent to Proprietary Lease (Exhibit E to Declaration) and Termination of Proprietary Lease (Exhibit G to Declaration).

ARTICLE 8 **MANAGEMENT, TAXES AND INSURANCE**

The Association shall provide necessary management, operation and administration of the common interest community, pay or provide for the payment of all taxes or assessments levied against any common areas of the common interest community, procure and pay or provide for the payment of fire insurance and extended coverage, and other insurance as required by any mortgage on property in the common interest community, and such other insurance as the Association may deem advisable on the property in the common interest community. The

Association will not, however, provide insurance on the Member's interest in the unit or on the Member's personal property.

ARTICLE 9 UTILITIES AND TAXES

The Association shall provide access to electricity for the unit, and may provide water, sewer, trash removal and other utilities if it deems them reasonable and appropriate. The Member shall pay directly for electricity and all other utilities not provided by the Association, and all personal and property taxes assessed on the unit.

ARTICLE 10 COMMON EXPENSES

The Member agrees to pay to the Association the Member's proportionate share of the common expenses, as defined in the Declaration and determined by the Board of Directors. The common expenses shall include, but not be limited to, the following items:

- (a) The costs of all management, operation and administration of the common interest community and related services furnished, including payments on the Airport Lease;
- (b) The cost of any necessary repairs and restoration to the Association's property;
- (c) The amount of all taxes and assessments levied against the common interest community, including the building, which the Association is obligated to pay;
- (d) The cost of fire and extended coverage insurance on the common interest community and such other insurance as the Association may effect or as may be required by any mortgage on the common interest community;
- (e) The cost of obtaining or furnishing any utilities as services related to the common areas;
- (f) All reserves set up by the Board of Directors pertaining to the common interest community;
- (g) The estimated cost of future repairs, maintenance and replacements, or Capital Improvement Assessments of the common interest community property to be made by the Association;
- (h) Any other expenses of the Association approved by the Board of Directors, including operating deficiencies, if any, for prior periods; and

- (i) All other common expenses set out in the Declaration.

The Board of Directors shall determine the amount of the common expenses annually, but may do so at more frequent intervals should circumstances so require. No Member shall be charged with more than his proportionate share thereof as determined by the Board of Directors. The Board of Directors shall determine the timing of payment of the common expenses.

ARTICLE 11 SPECIAL ASSESSMENTS

The Member agrees to pay all Special Assessments and such other amounts, as set forth in the Declaration.

ARTICLE 12 LATE CHARGES AND OTHER COSTS IN CASE OF DEFAULT

The Member agrees that, in addition to the other sums that have become or will become due, pursuant to the terms of this Agreement, the Member shall pay to the Association a late charge in an amount to be determined from time to time by the Board of Directors for each payment of Common or Special Assessments, or part thereof, more than ten (10) days in arrears.

If a Member defaults in making a payment of Common or Special Assessments, or in the performance or observance of any provision of this Agreement, and the Association has obtained the services of any attorney with respect to the defaults involved, the Member covenants and agrees to pay to the Association any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not yet been instituted. In case a suit is instituted, the Member shall also pay the costs of the suit in addition to other aforesaid costs and fees.

ARTICLE 13 INDEMNITY AND HOLD HARMLESS

To the full extent permitted by law, the Member agrees to indemnify and hold harmless the Association, each and every other Member of the Association, the Declarant, and the City of Palmer from and against any and all losses, claims, damages, liabilities and obligations, of any kind or nature, including reasonable attorney's fees and costs, arising out of or relating in any way to the use or occupancy of the Member's unit or the Palmer Hangars common areas, limited common areas or facilities.

ARTICLE 14 SUBORDINATION CLAUSE

The common interest community, of which the unit is a part, is located on real property owned by the City of Palmer and leased to the Association. The parties hereto agree that this Agreement and all rights, privileges and benefits hereunder are and shall be at all times subject to

PROPRIETARY LEASE
PALMER HANGARS OWNERS ASSOCIATION
Page 5 of 9

and subordinate to the leasehold rights of the City of Palmer, and also to any mortgage or deed of trust which may at any time hereafter be placed on the property of the Association or any part thereof. The Member hereby agrees to execute, at the Association's request and expense, any instrument which the Association or the City of Palmer or any lender may deem necessary or desirable to effect the subordination of this Agreement, and the Member hereby appoints the Association and each and every officer thereof, and any future officer, his irrevocable attorney-in-fact during the term hereof to execute any such instrument on behalf of the Member. The Member does hereby expressly waive any and all notices of default and notices of termination of the Airport Lease or foreclosure of any mortgage or deed of trust on the Association's leasehold which may be required by law.

In the event a waiver of such notices is not legally valid, the Member does hereby constitute the Association his agent to receive and accept such notices on the Member's behalf.

ARTICLE 15 **DEFAULT BY MEMBER**

Any of the following events shall constitute a default by the Member:

- (a) The Member ceases to be the owner and legal holder of a membership in the Association;
- (b) The Member attempts to transfer or assign his interest in a manner inconsistent with the provisions of the Declaration or Airport Lease;
- (c) Anytime during the term of this Agreement the Member is declared bankrupt under the laws of the United States, except with the consent of the Board of Directors;
- (d) Anytime during the term of this Agreement a receiver of the Member's property is appointed under any of the laws of the United States or of any state, except with the consent of the Board of Directors;
- (e) The Member makes a general assignment for the benefit of creditors;
- (f) The Member's interest in the cooperative is levied upon and sold under the process of any court;
- (g) The Member fails to pay any sum owed to the Association under this Proprietary Lease, the Declaration or otherwise; or
- (h) The Member fails to abide by the terms of this Proprietary Lease, the Airport Lease, the Declaration, or the Association's Articles, Bylaws, or rules and regulations in effect at the time.

Upon default, the Association may at its option give to the Member a notice that this Proprietary Lease will expire at a date not less than ten (10) days thereafter. If the Association so proceeds, all of the Member's rights under this Proprietary Lease will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Association. It is the intention of the parties hereto to create hereby conditional limitations, and it shall thereupon be lawful for the Association to reenter the unit and to evict all persons and personal property therefrom in the same manner as provided by law in case of an unlawful holdover by a commercial tenant. Further, in the event of a default, the Association shall be entitled to all other remedies set forth in the Declaration or available under law.

The failure on the part of the Association to avail itself of any of the remedies given under this Agreement or at law shall not waive or destroy the right of the Association to avail itself of such remedies for similar or other breaches on the part of the Member.

ARTICLE 16 **NOTICES**

Whenever the provisions of law, the Declaration or this Proprietary Lease require notice to be given to the other party hereto, any notice by the Association to the Member shall be deemed to have been duly given, and any demand by the Association upon the Member shall be deemed to have been duly made, if the same is delivered to the Member at the Member's last known address; and any notice or demand by the Member to the Association shall be deemed to have been duly given if delivered to the office of the Association. Notice may also be given by depositing same in the United States mail, and the time of mailing shall be deemed to be the time of giving of such notice.

ARTICLE 17 **REPRESENTATIONS**

No representations other than those expressly contained in this Agreement, the Declaration, the Articles of Incorporation and the Bylaws of the Association shall be binding upon the Association.

ARTICLE 18 **REMEDIES**

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times for different defaults.

The respective rights or remedies, whether provided by this Agreement or by law or available in equity, shall be cumulative, and the exercise of any one or more of such rights or

remedies shall not preclude or affect the exercise, at the same or at different times, of any other rights or remedies for the same or different defaults, or for the same or different failures of the Member to perform or observe any provision of this Agreement.

**ARTICLE 19
GENDER REFERENCE**

Any reference to the word "his" herein shall be interpreted to read and mean the word "her" in the event the Member is female, and the word "their" in the event the Member is a couple.

**ARTICLE 20
GOVERNING LAW**

This Proprietary Lease shall be governed by Alaska law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first above written.

PALMER HANGARS OWNERS ASSOCIATION

By [Signature]
Its President

Date: 10/5/07

By [Signature]
Its Secretary-Treasurer

Date: 10/5/07

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 5th day of October, 2007, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared

Larry Angel and William Fordham

to me known to be the **President and Secretary/Treasurer, respectively**

of Palmer Hangars Owners Association, the corporation named above, and known to me to be the person named herein and who executed the foregoing PROPRIETARY LEASE for and on behalf of said corporation by authority duly vested in him, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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



[Signature]
Notary Public in and for Alaska
My commission expires:

Date: 10/5/07

George J. Gallagher
George J. Gallagher

Date: 10/5/07

Peggy J. Gallagher
Peggy J. Gallagher

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 5th day of October, 2007, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared

George J Gallagher and Peggy J Gallagher
to me known to be the person named herein and who executed the foregoing PROPRIETARY LEASE, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Terri Wesley
Notary Public in and for Alaska
My commission expires: _____

CONSENT TO PROPRIETARY LEASE

The attached Proprietary Lease from Palmer Hangars Owners Association (hereinafter "Proprietary Lessor") to **George J Gallagher and Peggy J Gallagher**

(hereinafter "Proprietary Lessee") is hereby accepted and approved, subject to the terms and conditions of the original Airport Lease dated June 5, 2005, by and between the City of Palmer, Lessor, and Palmer Hangars, LLC, Lessee, and subsequent amendments thereto and assignments thereof. Said Airport Lease covers a parcel of land located within the City of Palmer, which is described as follows:

Lot 11, Block 3, on the preliminary plat for the Palmer Municipal Airport (hereinafter referred to as "Leased Premises").

This Consent to Proprietary Lease pertains to Unit 4 of the foregoing Leased Premises.

This consent is given by the City of Palmer without waiving any right of action or releasing Proprietary Lessor or any subsequent Proprietary Lessee(s) from any liability or responsibility under the aforementioned Lease, subsequent amendments thereto, and assignments thereof.

In consideration of the consent of the City of Palmer to this Proprietary Lease, the Proprietary Lessor unconditionally guarantees performance by the Proprietary Lessee of all terms and conditions of the aforementioned Lease, subsequent amendments thereto and assignments thereof.

Neither this Proprietary Lease nor the acceptance of rent by the City of Palmer from Proprietary Lessee shall release, relieve or in any manner modify the obligations of Proprietary Lessor under the terms and conditions of the Lease, subsequent amendments thereto and assignments thereof.

In consideration of the consent to the City of Palmer to this Proprietary Lease, the Proprietary Lessee hereby agrees that its rights are subject to all rights, duties and liabilities of Proprietary Lessor pursuant to the terms and conditions of the aforementioned Airport Lease, subsequent amendments thereto and assignments thereof.

In consideration of the consent of the City of Palmer, the Proprietary Lessee agrees to be bound by all valid claims and valid defenses which may now exist or may hereafter develop between the City of Palmer and the Proprietary Lessor.

In consideration of the consent of the City of Palmer to this Proprietary Lease, the Proprietary Lessor and Proprietary Lessee shall each secure and keep in force during the term of this agreement adequate insurance satisfactory to the City of Palmer with an insurer approved by the City of Palmer to protect the City of Palmer, the Declarant, the Proprietary Lessor and Proprietary Lessee against comprehensive public liability for bodily injury and property damage. The amount of insurance required of the Proprietary Lessor is set forth in the Airport Lease. The amount of insurance required of the Proprietary Lessee is as follows:

- a. if the unit is going to be used for the non-commercial storage of aircraft, the Proprietary Lessee must obtain insurance that is deemed adequate by the Palmer City Council from time to time, which presently requires commercial general liability insurance, with airport premises insurance with a \$300,000 single occurrence liability limit;
- b. if the unit is going to be used for a small business operation, the Proprietary Lessee must obtain insurance that is deemed adequate by the Palmer City Council from time to time, which presently requires commercial general liability

CONSENT TO PROPRIETARY LEASE

insurance, with airport premises insurance coverage with a \$500,000 single occurrence liability limit.

The Proprietary Lessor and Proprietary Lessee shall each provide the City of Palmer with proof of insurance coverage in the form of a certificate of insurance prior to execution of this Consent to Proprietary Lease by the City of Palmer. All insurance required by this covenant shall:

- a. name the City of Palmer as an additional insured;
- b. provide that the City of Palmer be notified at least thirty (30) days prior to any termination, cancellation or material change in the insurance coverage;
- c. include a waiver of subrogation by which the insurer waives all rights of subrogation against the City of Palmer for payments made under the policy;
- d. be submitted on the City of Palmer Insurance Form, attached hereto as Exhibit "A," with copies of the Declaration and Endorsement pages attached thereto; and
- e. not contain a damage deductible for each and every loss that exceeds One Thousand Dollars (\$1,000).

Nothing in this consent is to be construed as a representation, ratification or approval by the City of Palmer, either express or implied, as to the validity of any of the terms, conditions or provisions of any agreement, sublease and/or assignment document between Proprietary Lessor and Proprietary Lessee.

Nothing in this consent is to be construed as a consent by the City of Palmer to any subsequent transaction. Any further mortgage, pledge, hypothecation, encumbrance, transfer, sublease or assignment (hereinafter in this clause referred to collectively as "encumbrance") of Lessee's or Sublessee's interests in the Leased Premises, or any part or portion thereof, shall first

CONSENT TO PROPRIETARY LEASE

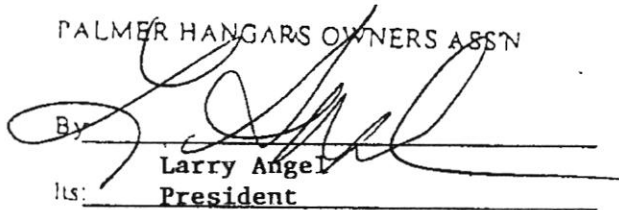
be approved in writing by Lessor. In the event there is an existing Proprietary Lease or other encumbrance which has not been approved in writing by Lessor, such Proprietary Lease or other encumbrance must be disclosed and consented to in writing by Lessor prior to this Consent to Proprietary Lease becoming effective. Failure to obtain Lessor's required written approval of a prior or subsequent encumbrance will render such encumbrance voidable and, at Lessor's election, shall constitute a default. Occupancy of the Leased Premises or any part or unit thereof by a prospective transferee, sublessee or assignee before approval of the transfer, sublease or assignment by Lessor shall constitute a breach of the Lease.

If the Proprietary Lessee hereunder is a corporation, unincorporated association, partnership or joint venture, the encumbrance, transfer or sale of any stock or interest in said corporation, association, partnership or joint venture, in the aggregate exceeding twenty-five percent (25%) shall be deemed an assignment within the meaning of the Lease.

By signature below, the Proprietary Lessor and Proprietary Lessee accept the terms and conditions hereof, the Proprietary Lessee acknowledges the terms and conditions of the aforementioned Lease, subsequent amendments thereto and assignments thereof; and the Lessor consents to the Proprietary Lease.

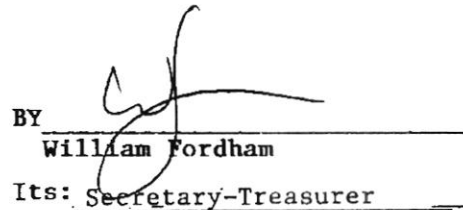
PROPRIETARY LESSOR:

PALMER HANGARS OWNERS ASSN

By 

Its: Larry Angel
President

Date: 10/5/07

BY 

Its: William Fordham
Secretary-Treasurer

Date: 10/5/07

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 5th day of October, 2007, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Larry Angel and William Fordham

to me known to be the President and Secretary-Treasurer of Palmer Hangars Owners Association, the corporation named above, and known to me to be the person named herein and who executed the foregoing CONSENT TO PROPRIETARY LEASE for and on behalf of said corporation by authority duly vested in him, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

PROPRIETARY LESSEE:

By: *George J. Gallagher*
George J. Gallagher

BY: *Peggy J. Gallagher*
Peggy J. Gallagher

Date: 10/5/07

Date: 10/5/07

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 5th day of October, 2007, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared George J. Gallagher and Peggy J Gallagher

(Proprietary Lessee), known to me to be the identical individual named herein and who executed the foregoing CONSENT TO PROPRIETARY LEASE, freely and voluntarily, for the uses and purposes therein mentioned.

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



Terri Wesley
Notary Public in and for Alaska
My commission expires:

CITY OF PALMER

By: *Jane Dale*
Jane Dale
Airport Manager

Date: 10/17/07

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 17 day of October, 2007, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared JANE DALE, to me known and known to me to be the identical individual described in and who executed the within and foregoing CONSENT TO PROPRIETARY LEASE as Airport 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.

Return to: Palmer Progress
21919 Barkley Dr.
Co. Rd. 104

David L. Webster
Notary Public in and for Alaska

From: bspudd66@aol.com
To: joanl@matsutitle.com; [Frank Kelly](#)
Subject: PHOA Approval of hangar sale
Date: Monday, March 12, 2018 11:32:43 AM

To: City of Palmer

From: Palmer Hangar Owners Association
Joseph H Bussard - President of PHOA

Subject: Notice of Hangar # 4 sale

To the City of Palmer: Palmer Hangar Owners Association approves of the sale of Hangar 4, owned by Josh Nance to Eldon Bell.

Any question of approval can be sent to bspudd66@aol.com or call 907-230-6834.

Thank you.



City of Palmer • Palmer Municipal Airport
231 W. Evergreen Avenue • Palmer, AK 99645
 Phone: 907-745-3271 Fax: 907-745-0930

CONSENT TO ASSIGNMENT

In consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer hereby consents to the foregoing Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership of Unit 4, Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, and State of Alaska from Joshua Nance, ("Assignor") to Eldon E. Bell Jr. and Holly A. Bell, ("Assignee").

Current Palmer Municipal Lease No 05-02 (The Airport Lease) is in Effect. Except as otherwise expressly stated herein, nothing in this consent to assignment of proprietary lease is intended to amend or alter any of the terms and conditions of the Airport Lease or any amendments thereto previously executed by Lessor and Lessee. All terms and conditions remain in full force and effect.

This consent to assignment of lease will not release the Assignor from obligations under the Airport Lease should the new Lessee default. In the event of the default of the Assignee, the lease agreement shall revert to the Assignor.

City of Palmer

Date: _____

 Nathan E. Wallace, City Manager

STATE OF ALASKA)
)ss:
 THIRD JUDICIAL DISTRICT)

The foregoing Consent to Assignment of Proprietary Lease of Unit No. 4 of the Palmer Hangars Cooperative was acknowledged before me this _____day of April, 2018, by Nathan E. Wallace.

 Notary Public in and for Alaska
 My Commission

Expires: _____

**City of Palmer
Action Memorandum No. 18-045**

Subject: Authorizing the City Manager to Negotiate and Execute a Renewed Agricultural Lease with Ben VanderWeele for a Parcel of Land Containing Approximately Five Acres of Airport Land Located on Outer Springer Loop


Agenda of: April 10, 2018

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




Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance		3/22/18
_____	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: \$ 271.28

This legislation (√):

- Creates revenue in the amount of: \$ 271.28
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 03-00-00-3432
- Not budgeted _____

Director of Finance Signature: 

Attachment(s):

- Draft Lease Agreement with Exhibit A

Summary Statement/Background:

Ben VanderWeele has been farming on approximately 5 acres of agricultural land owned by the City of Palmer, located off the Outer Springer Loop across from the Golf Course and adjacent to his current fields in production. The previous lease expired on December 31, 2017. This legislation authorizes the City Manager to execute a renewed agricultural lease with Ben VanderWeele to perform agricultural operations on five acres of airport land, of which said agricultural products are not by nature, bird attractants.

The lease rate of \$54.26 per acre was established in 2016 and is based upon the Fair Market Rent for agricultural properties at the airport, as determined by the real estate appraisal completed by Follett & Associates, July 2010 with an increase in rate determined by the Consumer Price Index for Anchorage of 11.0% from year end annual(s) 2011 through 2015.

The agricultural leases at the airport are recognized in the Airport Master Plan as a source of revenue and thus are in agreement with Federal Aviation Administration Sponsor Assurance #6, "Consistency with Local Plans", #19 "Operations and Maintenance" and #24 "Fee and Rental Structure".

PMC 3.20.090 allows for two years or less without notice requirement. The term of this lease is for two years.

Administration's Recommendation:

To approve Action Memorandum No. 18-045 for a renewed agricultural lease to Ben VanderWeele.



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

**PALMER MUNICIPAL AIRPORT
AGRICULTURAL LEASE AGREEMENT No. 18-002**

This is a lease between Ben VanderWeele, hereinafter "Lessee", whose address is PO Box 461, Palmer, AK. 99645, and CITY OF PALMER, an Alaska Municipal Corporation, hereinafter, "Lessor", whose address is 231 W. Evergreen, Palmer, Alaska 99645.

1. Property and Rent. The property leased hereby is described in Exhibit A attached hereto and incorporated herein. The rent shall be \$54.26 per acre per year, or \$271.28. This shall be paid in annual payments of \$271.28, per the following schedule: Lessee agrees to pay the annual rent for 2018 upon written notification of award by the City. The second installment of the annual rent is due on or before July 1, 2019. This lease rate is based upon the Fair Market Rent for agricultural properties at the airport, as determined by the real estate appraisal completed by Follett & Associates, July 2010 with an increase in rate determined by the Consumer Price Index for Anchorage of 11.0% from year end annual(s) 2011 to 2015.
2. Term. The term of this lease is from April 10, 2018 until December 31, 2019.
3. Use of Property. The Property shall be used only for **the growing and harvesting of agricultural products or hay, which are not in nature, considered bird attractants. If under the sole opinion of the City of Palmer, said crops result in a bird attractant and are detrimental to Palmer Municipal Airport and aviation activities, at Lessees expense, Lessee will plow agricultural crops under within seven (7) days written notice. Lessee understands that No appeal of this decision is possible.** The Property shall not be used for any other purpose.
4. Operations on Property. All operations conducted on the Property by the Lessee as incidents of use specified in paragraph 3 of this lease shall be conducted by the Lessee in accordance with the best course of agricultural stewardship practiced. Should the Lessee fail to take any action required by said best course of agricultural stewardship or should the Lessee fail to conduct any operation undertaken by him on the Property in accordance with said best course of agricultural stewardship, the Lessor may, after serving ten (10) days written notice of such failure on the Lessee in the manner provided for service of notices in this lease, terminate this lease.
5. Waste or Nuisance. The Lessee shall not commit or permit the commission by others any waste, petroleum products, or the release of any hazardous material on the Property; the Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Property; and the Lessee shall not use or permit

the use of the Property for any unlawful purpose. The Lessee shall not maintain any equipment or conduct any repairs on the Property.

6. Insurance Hazards. The Lessee shall not commit or permit the commission of any hazardous acts on the Property nor use or permit the use of the Property in any manner that will increase the existing rates for or cause the cancellation of any insurance policy insuring the Property. The Lessee shall, at his own cost and expense, comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of reasonable insurance on the Property.
7. Maintenance. The Lessee shall, at his own cost and expense, keep and maintain the Property in good order and in as safe and clean a condition as they were when received by him from the Lessor.
8. Alterations and Liens. The Lessee shall not make or permit any other person to make any alterations to the Property or to any improvement thereon or facility appurtenant thereto without the written consent of the Lessor first had and obtained. The Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Lessee.
9. Inspection by Lessor. The Lessee shall permit the Lessor or Lessor's agents, representatives, or employees to enter the Property at all times for the purpose of inspecting the Property to determine whether the Lessee is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Property.
10. Acceptance by Lessee. The Lessee accepts the Property in its present condition. The Lessee agrees with, and represents to the Lessor, that the Property has been inspected by him and that he has been assured by means independent of the Lessor or any agent of the Lessor of the truth of all facts material to this lease and that the Property is being leased by the Lessee as a result of his inspection and investigation and not as a result of any representations made by the Lessor or any agent of the Lessor.
11. Hold Harmless. The Lessee agrees to indemnify and hold the Lessor and the Property free and harmless from any and all claims, liability, loss, damage, or expense resulting from the Lessee's occupation and use of the Property, specifically including without limitations any claim, liability, loss, or damage arising:
 - (a) By reason of the injury to person or property, from whatever cause, while in or on the Property or in any way connected with the property or with the personal property in or on the Property including any liability for injury to the persons or personal property of the Lessee, his agents, officers, or employees:
 - (b) By reason of any work performed on the Property or materials furnished to the Property at the instance or request of the Lessee, his agents, or employee:
 - (c) By reason of the Lessee's failure to perform any provision of this lease

Or to comply with any requirement imposed on him or on the property by any duly authorized governmental agency or political Subdivisions; Because of the Lessee's failure or inability to pay as they become due any obligations incurred by him in the agricultural operations to be conducted by him on the Property.

12. Subleasing and Assigning. The Lessee shall not encumber, assign, sublet, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Property, and any such transfer, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. Neither shall the Lessee allow any other persons, other than the Lessee's agents, family and employees, to use the Property or any part thereof.
13. Abandonment by Lessee. Should the Lessee breach any provision of this lease or abandon the Property prior to the natural termination of the term of this lease, the Lessor may:
 - (a) Continue this lease in effect by not terminating the Lessee's right to possession of the Property, in which event the Lessor shall be entitled to enforce all his rights and remedies under this lease, including the right to recover the rent specified in this lease as it becomes due under this lease: or
 - (b) Terminate this lease and recover from the Lessee:
 - (1) All rents that would come due under this lease;
 - (2) Any other amounts necessary to compensate the Lessor for all detriment proximately caused by the Lessee's failure to perform his obligations under this lease.
14. Default by Lessee. All covenants and agreements contained in this lease are declared to be conditions to this lease and to the term hereby demised to the Lessee. Should the Lessee default in the performance of any covenant, condition, or agreement contained in this lease the Lessor may terminate this lease and re-enter and regain possession of the Property in the manner then provided by the laws of unlawful detainer of the State of Alaska then in effect.
15. Insolvency of Lessee. The insolvency of the Lessee as evidenced by a receiver being appointed to take possession of all substantially all of the property of the Lessee, the making of a general assignment for the benefit of creditors by the Lessee, or the adjudication of the Lessee as a bankrupt under the Federal Bankruptcy Act shall terminate this lease and entitle the Lessor to reenter and regain possession of the Property.
16. Attorney's Fees. Should any litigation be commenced between the parties to this lease concerning the Property, this lease, or the rights and duties in relation thereto, the Lessor shall be entitled to reasonable attorney fees pursuant to Alaska Rule of Civil Procedure 82.

17. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Lessee or to the Lessor at their above specified addresses. Either party, the Lessee or the Lessor, may change their address for the purpose of this paragraph by giving written notice of such change to the party in the manner provided in this paragraph.
18. Heirs and Successors. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph contained shall be construed as a consent by the Lessor to any assignment of this lease or any interest therein by the Lessee.
19. Miscellaneous.
- (a) This instrument contains all of the agreements and conditions made between the parties to this lease and may not be modified orally or in any other manner than by an agreement in writing signed by all parties to this lease or their respective successors in interest, or assigns.
 - (b) Time is of the essence of each term and provision of this lease.
 - (c) The titles of the paragraphs of this lease shall not be considered to be part of the lease for purposes of construction and interpretation.
 - (d) If any terms or provisions of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.
20. Waiver. The waiver of any breach or any of the provisions of this lease by the Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee either of the same or of another provision of this lease.
21. Cancellation/Reduction. Any mortgage or statute notwithstanding, Lessor may cancel this lease at any time between and including November 1 and March 31 by so notifying Lessee and paying Lessee an amount equal to one-fourth (1/8) of the rent paid by Lessee for the previous year. Lessor may cancel the lease at any time between and including April 1 and October 31 by so notifying Lessee and paying Lessee an amount equal to (a) one-fourth (1/4) the previous year's rent payment plus (b) one and 2/10 (1.2) times the price of the fertilizer spread (if any) on the Property for the then current growing season (maximum 200 pounder per acre), minus (c) 75/100 (.75) times (b), if the first hay crop has been removed. Lessor may exercise these rights to cancel the lease or reduce acreage with or without cause. In addition to Lessor's right to cancel,

from time to time Lessor may reduce the acreage. The above formula shall be used on a prorated basis for such reductions in acreage.

- 22. Lessee agrees to apply a minimum rate of 200 pounds of fertilizer per acre annually. More than 200 pounds per acre will be at Lessee's discretion. Verification of fertilizer application shall be the responsibility of Lessee. Lessee shall maintain receipts of fertilizer applied each year with invoicing specifically noting "PMA 5 ACRE AG LEASE" by vendor.
- 23. Lessee agrees that any time that he will be working equipment around runways or taxiways he will first notify Palmer Flight Service Station operator, or the City of Palmer Airport Manager in the event contact cannot be made with the Flight Service Station.
- 24. Lessee shall, each year this agreement is in effect, give notice in writing on or before January 30th that he intends to operate and harvest the crop according to the agreement. Failure to do so shall be termination of the agreement and the Lessor may immediately seek a new tenant.

LESSOR: CITY OF PALMER

BY: _____
Nathan E. Wallace, City Manager

DATE: _____

LESSEE: BEN VANDERWEELE

BY: _____
Ben VanderWeele

DATE: _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____day of April, 2018, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, Nathan E. Wallace, known to me to be the identical individual described in and who executed the within and foregoing Lease Amendment and Modification 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 April, 2018, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Ben VanderWeele, known to me to be the person named in the foregoing instruments, acknowledged to me that he 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

Property:

The property hereby is described as: That portion of the NE ¼ NE ¼, Section 9, Township 17 North, Range 2 East, Seward Meridian, Palmer Recording District, Alaska: Commencing at the Northeast corner of said Section 9; thence South along the Section line common to Sections 9 and 10 a distance of 495.00 feet; thence West a distance of 40.00 feet to the Westerly right of way line of Outer Springer Loop which is the Point of Beginning; thence West a distance of 425.39 feet; thence South a distance of 512.00 feet; thence East to the highway right of way a distance of 425.39 feet; thence North along said right of way line a distance of 512.00 feet to the Point of Beginning, containing 5.00 acres, more or less.

DRAFT

**City of Palmer
Action Memorandum No. 18-046**

Subject: Authorizing the City Manager to Negotiate and Execute a New Agricultural Hay Lease Agreement with Adam J. Jenski, dba RK Ranch, on Approximately 110 Acres of Airport Lands Currently in Hay Fields at the Palmer Municipal Airport


Agenda of: April 10, 2018

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


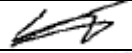

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		3/19/18
_____	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: \$ 7,164.30

This legislation (√):

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

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s):	<u>03-00-00-3432</u>	<u>\$4,790.24</u>
<input checked="" type="checkbox"/>	Not budgeted		<u>03-00-00-3432</u>	<u>\$2,374.06</u>

Director of Finance Signature: 

Attachment(s):

- Final RFB Rankings
- Notice of Intent to Award (NOIA)
- Jensi Bid Proposal
- Draft Agricultural Hay Lease Agreement

Summary Statement/Background:

The City of Palmer recently put out a Request for Bid on a new five year agricultural hay lease agreement under RFB 18-01PAQ. The bid proposals were ranked based upon price per acre offered, haying equipment available and experience in commercial hay production. Two qualified bids were received with the highest qualified bid received from Adam J. Jensi.

The new agricultural hay lease agreement encompasses approximately 110 acres of hay grounds previously under production as well as a few new areas added after the recent construction project from 2017. The new lease rate of \$65.13 per acre was established through this bidding process as offered by Mr. Jensi. The new lease agreement and associated documents also provide for additional training and safety protocols not present in prior hay lease agreements while performing haying operations on airport grounds.

The agricultural leases at the airport are recognized in the Airport Master Plan as a source of revenue and thus are in agreement with Federal Aviation Administration Sponsor Assurance #6, "Consistency with Local Plans", # 19 "Operations and Maintenance" and #24 "Fee and Rental Structure".

Administration's Recommendation:

To approve Action Memorandum No. 18-046 to execute a new five year agricultural hay lease agreement with Adam J. Jensi dba RK Ranch.



PALMER Alaska

RFB Final Rankings:

RFB 18-01PAQ: FIVE YEAR HAY LEASE AT THE WARREN 'BUD' WOODS PALMER MUNICIPAL AIRPORT

Qualified Bidders will specify the Following:

- Minimum Bid of at least \$50.00 Per Acre
- Listing of the Equipment that will be used to perform haying operations in a professional workman like manner
- Bidder history performing commercial haying operations, i.e. number of years haying

<u>Criteria:</u>	<u>Scale:</u>	<u>Points Range:</u>
Price Per Acre (Minimum of \$50.00 per acre)	60 %	0 - 60
Equipment Available for Haying Operations	20 %	0 - 20
Years of Experience Performing Commercial Haying	20 %	0 - 20

<u>Clark Bid Proposal</u>		<u>Points</u>	<u>Jenski Bid Proposal</u>		<u>Points</u>
Price per Acre	(\$52.25)	15	Price per acre	(\$65.13)	55
Haying Equipment Available		8	Haying Equipment Available		18
Experience		<u>12</u>	Experience		<u>15</u>
Total Points		35			88



Warren (Bud) Woods Palmer Municipal Airport

March 16, 2018

TO: Adam Jenski
Duane Clark

Frank J. Kelly
Airport Superintendent

Phone: (907) 761-1334
Fax: (907) 745-0930
Email: fkelly@palmerak.org

Mail: 231 W. Evergreen Ave.
Palmer, Alaska 99645-6952
Location: 901 East Airport Road
www.cityofpalmer.org

RE: **Notice of Intent to Award**
Bid. No. 18-01PAQ
Palmer Municipal Airport Hay Lease

Transmitted VIA Email

This is the City of Palmer's Notice of Intent to Award the Request for Bid No. 18-01PAQ for the 5 year Palmer Municipal Airport Hay Lease, to Adam Jenski at the Palmer City Council meeting scheduled for **7:00 P.M., April 10, 2018**, in the Council Chambers at Palmer City Hall, 231 W. Evergreen Avenue, in Palmer.

Two Bids were received and upon review of all bid proposals by the City of Palmer, the City Administration will recommend that the contract be awarded to Adam Jenski, whose selection and qualified bid proposal was based upon the highest price per acre, the most extensive equipment list and hay farming history. The order of qualified bid proposals are attached to this Notice of Intent to Award.

In accordance with Palmer Municipal Code 3.21.290 B., a protest based upon alleged improprieties in an intended award of a contract must be filed with the Palmer City Manager (with a copy previously served upon the intended awardee) within two business days after the issuance of this notice of intent to award – in this case, by **5 p.m., March 20, 2018**. Failure to meet this time line shall constitute a waiver of the protesting party's rights and a bar on any further action regarding this matter.

Thank you for your interest in doing business with the City of Palmer.

Respectfully,

Frank J. Kelly
Airport Superintendent

Order of qualified bid proposals: 1) Adam Jenski 2) Duane Clark

Bid Proposal Form

To: City of Palmer
231 W Evergreen Avenue Palmer, AK
99645

Subject: **Invitation to Bid No. 18-01PAQ**
Project: **Hay Lease**

Pursuant to and in compliance with project Invitation to Bid, and other Bid Requirements and Contract Documents relating thereto, the undersigned hereby proposes to furnish all materials, labor, and equipment as specified for the above referenced project in strict accordance with the Contract documents at the price established on this Proposal Form.

The Contractor agrees, if awarded the Contract, to commence and complete the work within the time specified in the Contract documents.
The Contractor acknowledges receipt of the following Addenda:

Addendum # _____ Date _____ Addendum # _____ Date _____

Contractors please note: before preparing this bid, read the following carefully:

1. Insert a dollar sum below then amount in words.
2. Include completed bidders form.
3. Conditioned or qualified proposals will be considered non-responsive.
4. The contract award will be made based on the following:

- Minimum Bid of at least \$50.00 Per Acre Ranked Weight 60%
- Equipment List that will be used to perform haying operations
in a professional workman like manner Ranked Weight 20%
- Bidders history performing commercial haying operations,
i.e. number of years haying Ranked Weight 20%

Unit Price per acre (Numerals)
\$65.13

Unit Price per acre (Words)
Sixty Five dollars & 13/100

Type of Business Organization

The Contractor, by checking the applicable box, represents that it operates as:

a corporation a joint venture an individual a partnership a nonprofit org.

If a partnership or joint venture, identify all parties on a separate page.

Contractor Name: Adam Jencki

Address of Contractor: P.O. Box 167 Sutton, AK 99674

Employer's Tax Identification Number: 574-84-6304

Signature: *Adam Jencki* Printed Name: Adam Jencki

Email: adam.jencki@yahoo.com

Bidders Form:

Qualified bidders will specify the following and bids will be ranked as follows:

1. Minimum bid of at least \$50.00 per acre Ranked Weight – 60%
2. List of equipment that will be used to perform haying operations in a professional workman-like manner Ranked Weight – 20%
3. Bidders commercial haying operations history Ranked Weight – 20%

Contact Information:

Name: Adam Janski
Address: P.O. Box 167 Sutter AK 99674
Email: adam-janski@yahoo.com
Contact Phone: 907-715-6318

Price Per Acre: \$ 65.13

Equipment List:

- 1.) 2002 New Holland TM150 Tractor
- 2.) 2016 Fusion Mettala Baler/Wrapper
- 3.) 2016 New Holland Round Baler
- 4.) 2007 New Holland T6030 Tractor
- 5.) 3 - 6 Basket Troller
- 6.) 3 Semi's + Trailers
- 7.) 2 - U-Rakes
- 8.) 2 - 10' Mowers & 1 - 13' Mower
- 9.) 6 additional tractors for back ups
- 10.) See attachment for additional equipment.

Brief history of commercial haying (include number of years):

My family has been farming in the Palmer area for 11 years. We currently hay 400 acres in Palmer. We use our hay mainly in our horse boarding market, so we prefer to wrap our bales, which allows us to put up hay in 2-4 days. We also cut 1500 acres in the Bethel area in Palmer.

Signature: Adam Janski Date: 3-12-18

Bids are due no later than 2:00 PM on Thursday, March 15, 2018 to the City Hall front counter

Collateral				
Qty.	Year	Manufacturer	Model	Description
1	2003	Bobcat	753	Skidsteer
1	1998	New Holland	37P	Round Baler Wrapper
1	1990	Ford	F-450	Flatbed
1	2006	Ford	F-550	Flatbed
1	1993	Ford	F-350	Pick up
1	2003	Ford	F-250	Pick up
1	1990	Ford	F-800	Flatbed Dump
1	1998	Ford	F-800	Flatbed Dump
1	1976	Ford	F-600	Flatbed Dump
1	1998	Ford	F-450	Utility Bed
1	1990	Ford	L-8000	Mini Semi
1	1976	Ford	L-9000	Dump Truck
1	1994	International		Mini Semi
1	1980	Peterbuilt	359	Semi
1	1997	Titan	Tandem	24' Trailer
1	2011	Big Tex	Tandem Dual	33' Trailer
1	2010	PJ	Triple Axle	28' Trailer
1	2003	Transcraft	Step deck	48' Semi Trailer
1	1980	Homemade	Step deck	30' Semi Trailer
1	1983		Step deck	45' Side Curtain Hay trailer
1	1979		Water Trailer	4000 Gallon Water Trailer
1	2001	New Holland	163	4 Basket Tedder
1	2003	Kuhn	7001	6 Basket Tedder
1	2005	John Deere	530	Mower Conditioner
1	1986	John Deere	1460	Mower Conditioner
1	2010	New Holland	BR 7060	Round Baler
1	2016	McHale	Fusion	Round Baler
1	2005	H&S	12 Wheel	V-Rake
1	1979	John Deere	2640	70 HP Tractor
1	1979	John Deere	2640	70 HP Tractor
1	1979	John Deere	2640	70 HP Tractor
1	2007	New Holland	T6030	115 HP Tractor w/loader
1	2005	New Holland	TM150	150 HP Tractor w/loader
1	1982	Case	2290	130 HP Tractor
1	2005	Sitrix	6 Basket	6 Basket Tedder
1	2009	Massey Ferguson	351	45 HP tractor with loader
1		Willmar	4 Ton	Fertilizer Spreader
1			8 Ton	Fertilizer Spreader
1	2014	Fella	6 Basket	Hay Tedder
1	2003	New Holland	16 Wheel	High Capacity Wheel Rake
1	2009	New Holland	1431	13' Mower Conditioner
1	2010	Case	130 Magnum	Tractor

Farming History

My wife Kari and I, along with my father and our two kids have been farming in the Palmer area since 2009. We started with 50 acres of hay located in the Sutton area with 2 beef cattle and 10 horse's, and have been able to grow our farm to 500 acres in the Palmer area, and 1000-1200 acres of hay ground in Pt. Mackenzie. We have built up our herd of cattle to 150 head, along with boarding approximately 80-90 head of horse's each winter, and 150 head of bison located in Pt. Mac.

Operation Plan

We have built our market primarily around wrapped round bales, which is the main reason for purchasing our newest baler (Fusion 3 Plus). This baler is the same as Bud Frowlings baler, which will bale and wrap at the same time, which will reduce additional equipment being on the air field. Our goal is to achieve a long term lease with the City of Palmer and put up the hay using this technology, which reduces the days on the field from 5-7 to 3-4. Being an avid pilot and owning two airplanes, I have plenty of headsets and radios lying around, so our plan is to have a hand set radio in each tractor that have cabs. We usually utilize several tractors without cabs for tedding and raking, however we will be attempting to only utilize cabbed equipment on the airfield so that we will have the best available communication with Flight Service. If the weather is just to good to pass up dry hay we are planning on baling dry rounds, for possible re-baling into squares at a later date, in order for us to reduce our time on the field. We are all looking forward to farming this property, and have been for some time, and we know it will fit our current farming needs greatly. We look forward to find tuning our operations with Mr. Kelly, if rewarded the contract in order to keep our operation as efficient and nonintrusive as possible.

Thank You

Adam Jensi



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

**PALMER MUNICIPAL AIRPORT
AGRICULTURAL HAY LEASE AGREEMENT No. 18-001**

This is a lease between Adam J. Jenski dba RK Ranch, hereinafter "Lessee", whose address is P.O. Box 167, Sutton, AK. 99674, and the CITY OF PALMER, an Alaska Municipal Corporation, hereinafter, "Lessor", whose address is 231 W. Evergreen, Palmer, Alaska 99645.

1. Property and Rent. The property leased hereby is approximately 110 acres more or less and is further described in Exhibit A attached hereto and incorporated herein. The rent shall be \$65.13 per acre, per year, or \$7,164.30, annually. (This rate was determined by the highest bid in response to RFB 18-01PAQ Hay Lease.) The first payments shall be paid in semi-annual payments of \$3,582.15, per the following schedule: Lessee agrees to pay one-half (1/2) of the annual rent upon written notification of award by the City and signing of this lease. The second one-half (1/2) of the annual rent is due on or before July 1, 2018. The remainder of all annual lease payments are as follows:
 - On or before July 1, 2019
 - On or before July 1, 2020
 - On or before July 1, 2021
 - On or before July 1, 2022
2. Term. The term of this lease is from 10 April, 2018 until 31 December, 2022.
3. Use of Property. The Property shall be used only for **the growing and harvesting of hay.** The Property shall not be used for any other purpose.
4. Operations on Property. All operations conducted on the Property by the Lessee as incidents of use specified in paragraph 3 of this lease shall be conducted by the Lessee in accordance with the best course of husbandry practiced in the Matanuska-Susitna Borough. Should the Lessee fail to take any action required by said best course of husbandry or should the Lessee fail to conduct any operation undertaken by him on the Property in accordance with said best course of husbandry, the Lessor may, after serving ten (10) days written notice of such failure on the Lessee in the manner provided for service of notices in this lease, terminate this lease. While operating vehicles and equipment on the subject parcel(s) as described in Exhibit A, the lessee shall use a flashing yellow light visible for at least one mile atop all vehicles or equipment in use. All vehicle or equipment operators must maintain two way radio contact with Flight Service Station personnel in either Palmer or Kenai, should Palmer Flight Service Station be closed. In addition, all operators must read, understand and sign PMA "Two Way Radio Communication Protocols" and the "Letter of Agreement" for vehicle operations on aircraft movement areas.

5. Waste or Nuisance. The Lessee shall not commit or permit the commission by others any waste, petroleum products, or the release of any hazardous material on the Property; the Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Property; and the Lessee shall not use or permit the use of the Property for any unlawful purpose. The Lessee shall not maintain any equipment or conduct any repairs on the Property.
6. Insurance Hazards. The Lessee shall not commit or permit the commission of any hazardous acts on the Property nor use or permit the use of the Property in any manner that will increase the existing rates for or cause the cancellation of any insurance policy insuring the Property. The Lessee shall, at his own cost and expense, comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of reasonable insurance on the Property.
7. Maintenance. The Lessee shall, at his own cost and expense, keep and maintain the Property in good order and in as safe and clean a condition as they were when received by him from the Lessor.
8. Alterations and Liens. The Lessee shall not make or permit any other person to make any alterations to the Property or to any improvement thereon or facility appurtenant thereto without the written consent of the Lessor first had and obtained. The Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Lessee.
9. Inspection by Lessor. The Lessee shall permit the Lessor or Lessor's agents, representatives, or employees to enter the Property at all times for the purpose of inspecting the Property to determine whether the Lessee is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Property.
10. Acceptance by Lessee. The Lessee accepts the Property in its present condition. The Lessee agrees with, and represents to the Lessor, that the Property has been inspected by him and that he has been assured by means independent of the Lessor or any agent of the Lessor of the truth of all facts material to this lease and that the Property is being leased by the Lessee as a result of his inspection and investigation and not as a result of any representations made by the Lessor or any agent of the Lessor.
11. Hold Harmless. The Lessee agrees to indemnify and hold the Lessor and the Property free and harmless from any and all claims, liability, loss, damage, or expense resulting from the Lessee's occupation and use of the Property, specifically including without limitations any claim, liability, loss, or damage arising:
 - (a) By reason of the injury to person or property, from whatever cause, while in or on the Property or in any way connected with the property or with the personal property in or on the Property including any liability for injury to the persons or personal property of the Lessee, his agents, officers, or employees:

- (b) By reason of any work performed on the Property or materials furnished to the Property at the instance or request of the Lessee, his agents, or employee:
 - (c) By reason of the Lessee's failure to perform any provision of this lease Or to comply with any requirement imposed on him or on the Property by any duly authorized governmental agency or political Subdivisions; Because of the Lessee's failure or inability to pay as they become due any obligations incurred by him in the agricultural operations to be conducted by him on the Property.
- 12. Subleasing and Assigning. The Lessee shall not encumber, assign, sublet, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Property, and any such transfer, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. Neither shall the Lessee allow any other persons, other than the Lessee's agents, family and employees, to use the Property or any part thereof.
- 13. Abandonment by Lessee. Should the Lessee breach any provision of this lease or abandon the Property prior to the natural termination of the term of this lease, the Lessor may:
 - (a) Continue this lease in effect by not terminating the Lessee's right to possession of the Property, in which event the Lessor shall be entitled to enforce all his rights and remedies under this lease, including the right to recover the rent specified in this lease as it becomes due under this lease: or
 - (b) Terminate this lease and recover from the Lessee:
 - (1) All rents that would come due under this lease;
 - (2) Any other amounts necessary to compensate the Lessor for all detriment proximately caused by the Lessee's failure to perform his obligations under this lease.
- 14. Default by Lessee. All covenants and agreements contained in this lease are declared to be conditions to this lease and to the term hereby demised to the Lessee. Should the Lessee default in the performance of any covenant, condition, or agreement contained in this lease the Lessor may terminate this lease and re-enter and regain possession of the Property in the manner then provided by the laws of unlawful detainer of the State of Alaska then in effect.
- 15. Insolvency of Lessee. The insolvency of the Lessee as evidenced by a receiver being appointed to take possession of all substantially all of the property of the Lessee, the making of a general assignment for the benefit of creditors by the Lessee, or the adjudication of the Lessee as a bankrupt under the Federal Bankruptcy Act shall

terminate this lease and entitle the Lessor to reenter and regain possession of the Property.

16. Attorney's Fees. Should any litigation be commenced between the parties to this lease concerning the Property, this lease, or the rights and duties in relation thereto, the Lessor shall be entitled to reasonable attorney fees pursuant to Alaska Rule of Civil Procedure 82.
17. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Lessee or to the Lessor at their above specified addresses. Either party, the Lessee or the Lessor, may change their address for the purpose of this paragraph by giving written notice of such change to the party in the manner provided in this paragraph.
18. Heirs and Successors. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph contained shall be construed as a consent by the Lessor to any assignment of this lease or any interest therein by the Lessee.
19. Miscellaneous.
 - (a) This instrument contains all of the agreements and conditions made between the parties to this lease and may not be modified orally or in any other manner than by an agreement in writing signed by all parties to this lease or their respective successors in interest, or assigns.
 - (b) Time is of the essence of each term and provision of this lease.
 - () The titles of the paragraphs of this lease shall not be considered to be part of the lease for purposes of construction and interpretation.
 - (d) If any terms or provisions of this lease or the application thereof to any person or circumstance shall to any extent be invalid or Unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.
20. Waiver. The waiver of any breach or any of the provisions of this lease by the Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee either of the same or of another provision of this lease.

21. Cancellation/Reduction. Any mortgage or statute notwithstanding, Lessor may cancel this lease at any time between and including November 1 and March 31 by so notifying Lessee and paying Lessee an amount equal to one-fourth (1/8) of the rent paid by Lessee for the previous year. Lessor may cancel the lease at any time between and including April 1 and October 31 by so notifying Lessee and paying Lessee an amount equal to (a) one-fourth (1/4) the previous year's rent payment plus (b) one and 2/10 (1.2) times the price of the fertilizer spread (if any) on the Property for the then current growing season (maximum 200 pounder per acre), minus (c) 75/100 (.75) times (b), if the first hay crop has been removed. Lessor may exercise these rights to cancel the lease or reduce acreage with or without cause. In addition to Lessor's right to cancel, from time to time Lessor may reduce the acreage. The above formula shall be used on a prorate basis for such reductions in acreage.
22. Lessee agrees to apply a minimum rate of 200 pounds of fertilizer per acre annually. More than 200 pounds per acre will be at Lessee's discretion. Verification of fertilizer application shall be the responsibility of Lessee. Lessee shall maintain receipts of fertilizer applied each year with invoicing specifically noting "PMA Hay Lease" by vendor.
23. Lessee agrees not to leave equipment unattended on the property from November 1 to March 31, inclusive. Lessee shall never leave equipment unattended in that part of the Airport Lands within 400 feet of centerline of runway 16/34, within 250 feet of centerline of runway 10/28 or within 200 feet of centerline of any taxiway. Lessee shall not allow equipment into the designated zone (Object Free Area, or "OFA") or within the Runway Protection Zone ("RPZ") except as necessary to farm said land. Overnight parking of any vehicles and equipment used for haying operations shall be designated by the Airport Superintendent or his designee.
24. Lessee agrees to remove hay bales and any other obstacles from the designated OFA and RPZ at the time the bale is rolled or as timely as possible, but under no circumstances shall any bale remain overnight to prevent an object being left inside the OFA and RPZ. Lessee shall in no event violate any FAA regulation.
25. Lessee agrees that any time that he will be working vehicles or equipment around runways or taxiways he will first notify Palmer Flight Service Station operator, the Kenai Flight Service Station operator, or the City of Palmer Airport Superintendent in the event contact cannot be made with either of the Flight Service Station.
26. Lessee agrees to cut grass within five (5) feet of runway-taxiway lights where possible on that property he is leasing on the airport lands. Also he will cut as close to ditches and bank slopes as practicable.
27. Lessee shall, each year this agreement is in effect, give notice in writing on or before January 30th that he intends to operate and harvest the crop according to the agreement. Failure to do so shall be termination of the agreement and the Lessor may immediately seek a new tenant.

NOTARY

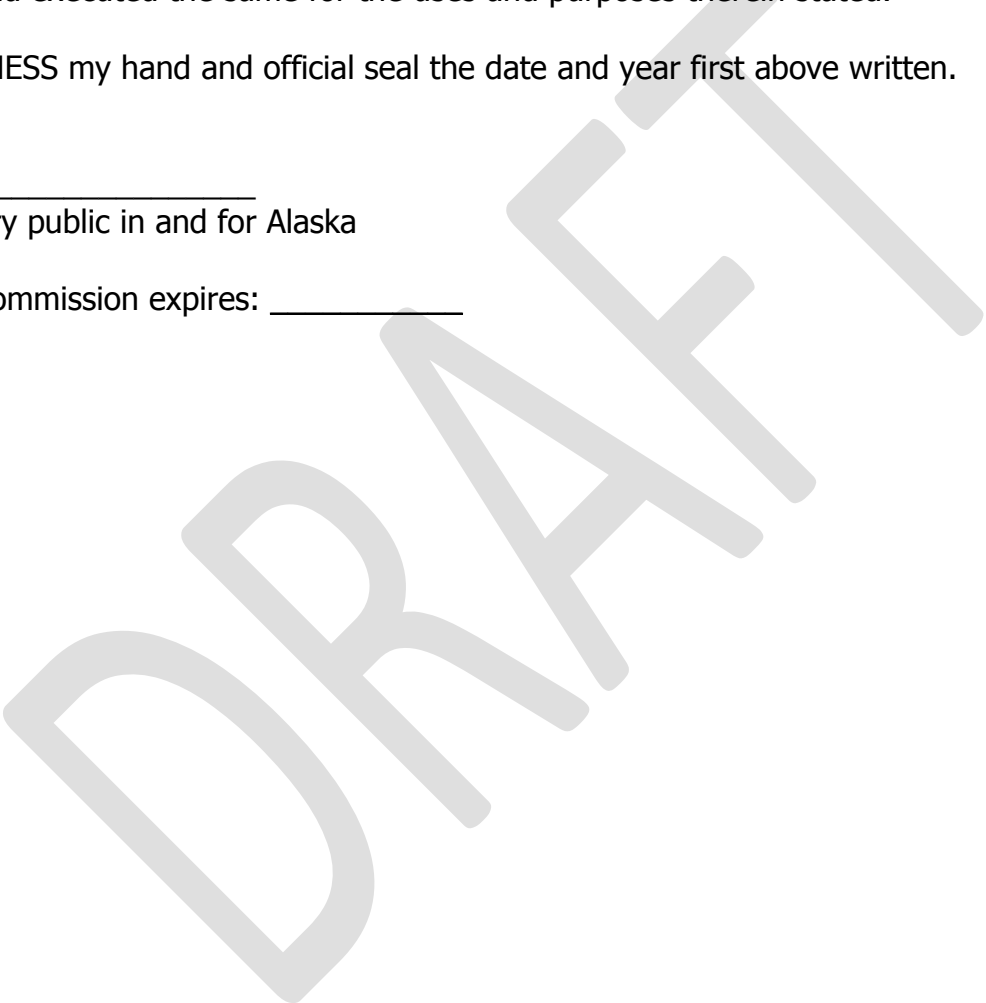
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

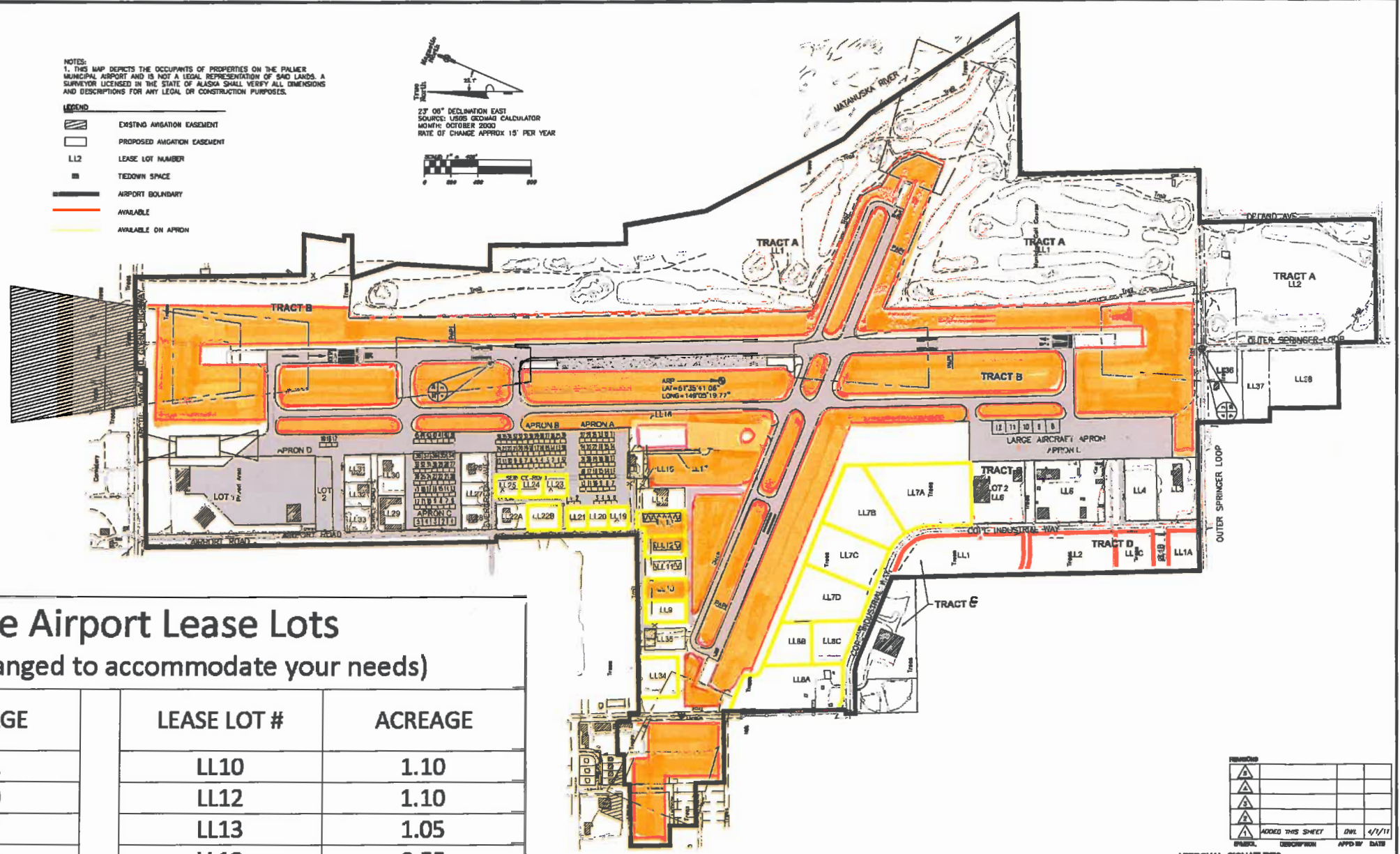
This is to certify that on the ____ day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Adam J. Jenski, known to me to be the person named in the foregoing instruments, acknowledged to me that he had executed the same for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____





Available Airport Lease Lots

(Lot size can be changed to accommodate your needs)

LEASE LOT #	ACREAGE	LEASE LOT #	ACREAGE
LL1	5.71	LL10	1.10
LL2	4.10	LL12	1.10
LL1A	1.47	LL13	1.05
LL1C	1.79	LL19	0.55
LL7A	7.12	LL20	0.55
LL7B	4.85	LL21	0.55
LL7C	4.13	LL22B	1.00
LL7D	4.40	LL23	0.65
LL8A	5.86	LL24	0.65
LL8B	2.15	LL25	0.65
LL8C	2.13	LL34	2.00
LL9	1.10		

REVISION			
NODED THIS SHEET	DATE	BY	DATE

APPROVAL SIGNATURES

Name of Airport: Palmer Municipal

Date of Sponsor Review: _____

Name of Sponsor Project Manager Responsible for ALP: _____

Signature of Sponsor Submitting ALP to FIA for Review: _____

FIA Airspace Review Number 2004-AL-10NR
 Airport Layout Plan Conditional Approval Subject To ALP Approval Letter Dated: _____

BY: _____ DATE: _____
 FIA, Airports Division
 Alaska Region, AAL-601

**CITY OF PALMER
 PALMER MUNICIPAL AIRPORT
 LAND OCCUPANCY PLAN
 PALMER, ALASKA**

DESIGNED BY: _____ DATE: 04-04-11
 CHECKED BY: _____ DATE: 04-04-11
 FILE NO. 647Lapad SHEET 05 OF 7

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on February 27, 2018, 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	Richard Best, Deputy Mayor
David Fuller	Sabrina Combs (participated telephonically)
Peter LaFrance	Steve Carrington (participated telephonically)
Brad Hanson	

Staff in attendance were the following:

Nathan Wallace, City Manager	Norma I. Alley, MMC, City Clerk
Michael Gatti, City Attorney	Angie Anderson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 18-023:** Authorizing the City Manager to Execute Contract Amendment Six Awarded for Curatorial, Archival and Museum Services to the Palmer Museum of History and Art to Reflect Payments for 2018
 - b. **Action Memorandum No. 18-024:** Authorizing the City Manager to Execute Contract Amendment Three for Visitors Information Services Awarded to the Palmer Museum of History and Art to Reflect Payments for 2018
 - c. **Action Memorandum No. 18-025:** Authorizing the City Manager to Enter into a Sole Source Procurement and Execute a Contract with Alaska Pump & Supply, Inc. for Three FLYGT Replacement Lift Station Pumps in the Amount of \$74,859.00
2. Approval of Minutes of Previous Meetings
 - a. January 23, 2018, Regular Meeting

Main Motion: To Approve Consent Agenda and Minutes

Moved by:	Best
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None
Absent:	Carrington

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation from Radio Free Palmer Mike Chmielewski Regarding Video Equipment

Mr. Mike Chmielewski, Chief Operating Officer, Radio Free Palmer, reported he had obtained the software and equipment and proposed the option of using a new camera system and new website, which offers real time live video feed. He proposed filming the joint meeting on March 6.

Mayor DeVries called a short recess at 7:16 p.m. so Council Member Carrington could call into the meeting.

F. REPORTS

1. City Manager's Report

City Manager Nathan Wallace highlighted his written report, assured staff is working hard to plow the roads in a timely fashion, and reported legislation will be presented soon for the School Resource officer.

2. City Clerk's Report

City Clerk Norma Alley highlighted her written report, stated she attended the Alaska Municipal League (AML) Conference the previous week, and thanked Mayor DeVries and City Council for their support.

3. Mayor's Report

Mayor DeVries highlighted her written report and reported:

- On the resignation of Wesley Rath from the Parks Recreation and Cultural Resources Advisory Board;
- She spoke with Department of Transportation regarding placement of a roundabout for S. Valley Way;
- On attendance at the AML conference;
- Representative Don Young's assistant will come to Palmer to talk about shovel ready projects; and
- Announced the Choose Respect March on March 22 starting at the Depot.

4. City Attorney's Report

None

G. AUDIENCE PARTICIPATION

Mrs. Denise Christopher, Mat-Su Miners Board of Directors Secretary, requested Councils support for the Mayors Green Day Gallop grant application.

Mrs. Patty Fisher encouraged all to reduce waste and eliminate plastic bags and She announced a grant was secured to distribute 500 reusable bags to the community in the spring.

Ms. Susy Hayes, Ms. Sandy Bell, Mr. and Mrs. Rob Czarnezki, Ms. Onica Powers, Ms. Carol Montgomery, Ms. Mollie Boyer, Ms. Diana Zitmanis, and Mrs. Helen Woodings came forward to show support to elimination of plastic bags.

H. PUBLIC HEARING

1. **Ordinance No. 18-002-Z-1:** Amending the Zoning Map to Revise the Designation of a Portion of the Warren "Bud" Woods Palmer Municipal Airport – Area Between Lines: North Line-N89°58'56" W; South Line-N89°58'53"W; West Line-N00°11'27"W; East Line-N00°01'15"E, to be Rezoned from A-I

Airport Industrial to A-M Airport Mixed Use, Located Within Section 4, Township 17 North, Range 2 East, Seward Meridian, Alaska

City Manager Wallace reported this is the final step in allowing the aeronautical campground, which will be on a temporary basis to assess how much it is used and solely permitted for airport patrons only.

Mayor DeVries opened the public hearing on Ordinance No. 18-002-Z-1. Seeing no one come forward to speak, and hearing no objection from the Council, the public hearing was closed.

Main Motion: To Adopt Ordinance No. 18-002-Z-1

Moved by:	Fuller
Seconded by:	LaFrance
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

2. **Resolution No. 18-010:** Accepting and Appropriating the 2018 Alaska Transportation Alternatives Program Grant from the State of Alaska, Department of Transportation and Public Facilities, Small Federal Programs in the Amount of \$323,400.00 for the Installation of American's with Disabilities Act (ADA) Compliant Sidewalks, Driveways and Curb Ramps, in Accordance with the City of Palmer 2006 Comprehensive Plan

Mayor DeVries opened the public hearing on Resolution No. 18-010. Seeing no one come forward to speak, and hearing no objection from the Council, the public hearing was closed.

Main Motion: To Approve Resolution No. 18-010

Moved by:	Fuller
Seconded by:	LaFrance
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

City Manager Wallace reported the original amount of \$250,000.00 was adjusted to meet the grant terms He recommended City Council consider matching grant funds.

I. ACTION MEMORANDA

1. **Action Memorandum No. 18-026:** Authorizing the City Manager to Negotiate and Execute an Agreement with the State of Alaska, for City of Palmer Water and Sewer Betterment Installation as Part of the Glenn Highway Reconstruction, MP 32-44 Project No. Z581040000, in an Amount Not to Exceed \$307,270.00

Main Motion: To Approve Action Memorandum No. 18-026

Moved by:	Best
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

- Action Memorandum No. 18-027:** Authorizing the City Manager to Execute a Design Services Contract Addendum with HDL Engineering Consultants, LLC in the Amount of \$46,569.00 for the Design Work on the 2018 Pavement Maintenance Project for Taxiway A and Interlinks

City Manager Wallace reported the first step was to obtain the grant and then once the engineering bid is completed the city will be reimbursed.

Main Motion: To Approve Action Memorandum No. 18-027

Moved by:	Fuller
Seconded by:	Best
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

- Action Memorandum No. 18-028:** Approving a Council Community Grant in the Amount of \$2,000.00 to Mat-Su Miners Baseball to Support the "Mayor Green Day Gallup 2018"

Council Member Combs declared she was the President of the Mat-Su Miners Baseball Board and abstained from voting.

Main Motion: To Approve Action Memorandum No. 18-028, as Amended

Moved by:	Best
Seconded by:	Carrington
Action:	Motion Carried
In favor:	Best, Carrington, DeVries, Fuller, Hanson, LaFrance
Opposed:	None
Abstain:	Combs

Primary Amendment #1: To Reduce the Amount from \$2,000.00 to \$1,000.00

Moved by:	Best
Seconded by:	Hanson
Action:	Motion Carried
In favor:	Best, Carrington, DeVries, Fuller, Hanson, LaFrance
Opposed:	None
Abstain:	Combs

- Action Memorandum No. 18-029:** Approving a Council Community Grant in the Amount of \$2,007.00 to Mat-Su Running Club to Support the "Who Let the Girls Out 5K & 1K Run/Walk"

Main Motion: To Approve Action Memorandum No. 18-029, as Amended

Moved by:	Best
Seconded by:	LaFrance
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

Primary Amendment #1: To Reduce the Amount from \$2,007.00 to \$1,000.00

Moved by:	Best
Seconded by:	Carrington
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

J. NEW BUSINESS

1. Committee of the Whole to Discuss Plastic Bag Legislation (note: action may be taken by the council following the committee of the whole)

Main Motion: To Enter into Committee of the Whole

Moved by:	Hanson
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

The Council entered into a Committee of the Whole at 8:42 p.m.

Topics addressed in the Committee of the Whole included:

- All plastic bag ban vs. ban on thinner plastic bags;
- Bag fee for plastic and paper bags;
- Consideration for current plastic bag inventory; and
- Support of reducing waste.

The Mayor adjourned from Committee of the Whole at 9:22 p.m. and reconvened the Regular Meeting.

K. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Norma Alley reported the written testimony for audience participation regarding plastic bags was the item placed on the table.

L. AUDIENCE PARTICIPATION

Mr. Eugene Carl Haberman stated he was unhappy about the School Board not disclosing settlement matters under \$250,000.00.

Mrs. Mollie Boyer asked for support from City Council to consider approving plastic bag legislation.

M. COUNCIL MEMBER COMMENTS

City Council comments included legislation on a bag ban be brought forward for future consideration and interest was expressed in perusing roundabout at S. Valley Way.

Mayor DeVries called a recess at 9:31 p.m. The meeting reconvened at 9:41 p.m.

N. EXECUTIVE SESSION

- 1. Subjects That Tend to Prejudice the Reputation and Character of Any Person – City Clerk Evaluation
(Note: action may be taken following the executive session)

Main Motion: To Enter into Executive Session to Discuss Subjects that Tend to Prejudice the Reputation and Character of Any Person – City Clerk

Moved by:	Best
Seconded by:	Fuller
Action:	Motion carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

The Council entered into Executive Session at 9:41 p.m. and exited at 10:46 p.m.

O. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 10:46 p.m.

Approved this ____ day of _____, 2018.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on March 27, 2018 at 6:00 p.m. in the council chambers, Palmer, Alaska.

B. ROLL CALL

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

Edna DeVries, Mayor	Richard Best, Deputy Mayor
Steve Carrington	Sabrena Combs
David Fuller	Brad Hanson
Peter LaFrance	

Staff in attendance were the following:

Nathan Wallace, City Manager	Norma I. Alley, MMC, City Clerk
Michael Gatti, City Attorney	Angie Anderson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda

Moved by:	Combs
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

E. AUDIENCE PARTICIPATION - None

F. EXECUTIVE SESSION

1. Matter which by Law, Municipal Charter, or Ordinances are Required to be Confidential – Pending Litigation Attorney Client Communication: Andres Alexander Caceda-Mantilla vs. City of Palmer et. al. Case No. 3PA-18-141 CI (Note: action may be taken following the executive session)

Main Motion: To Enter Into Executive Session to Discuss a Matter which by Law, Municipal Charter, or Ordinances are Required to be Confidential – Pending Litigation Attorney Client Communication: Andres Alexander Caceda-Mantilla vs. City of Palmer et. al. Case No. 3PA-18-141 CI

Moved by:	Hanson
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

The Council entered Executive Session at 6:03 p.m. and exited at 6:43 p.m.

G. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:43 p.m.

Approved this ____ day of _____, 2018.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on March 27, 2018, at 7:00 p.m. in the council chambers, Palmer, Alaska.

B. ROLL CALL

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

Edna DeVries, Mayor	Richard Best, Deputy Mayor
Steve Carrington	Sabrena Combs
David Fuller	Brad Hanson
Peter LaFrance	

Staff in attendance were the following:

Nathan Wallace, City Manager	Norma I. Alley, MMC, City Clerk
Michael Gatti, City Attorney	Angie Anderson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 18-039:** Authorizing the City Manager to Negotiate and Execute the Renewal of the Brand License Agreement with Matanuska Telephone Association for the MTA Events Center
 - b. **Action Memorandum No. 18-040:** Authorizing the City Manager to Negotiate and Execute a Contract in the Amount of \$72,208.80 for the 2018 Crack Sealing, Street Striping, and Infrared Pavement Repairs Bid to Alaska Sure Seal, Incorporated
 - c. **Action Memorandum No. 18-041:** Authorizing the Mayor to Execute an Employment Agreement with City Clerk Norma Alley
2. Approval of Minutes of Previous Meetings
 - a. February 13, 2018, Regular Meeting

Main Motion: To Approve Consent Agenda and Minutes

Moved by:	Fuller
Seconded by:	Combs
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation of a Proclamation Honoring National Service Recognition Day.

Mayor DeVries read the Proclamation Proclaiming April 3, 2018, as National Service Day.

F. REPORTS

1. City Manager's Report

City Manager Nathan Wallace highlighted his written report.

2. City Clerk's Report

City Clerk Norma I. Alley updated the Council on the Parks, Recreation and Cultural Resources Board vacancy and recruitment process.

3. Mayor's Report

Mayor DeVries highlighted her written report.

4. City Attorney's Report

None

G. AUDIENCE PARTICIPATION

Mr. Steven Bain, Mat-Su Borough School District Emergency Preparedness Manager, asked for City Council's support for Action Memorandum No. 18-042.

Dr. Monica Goyette, Mat-Su Borough School District Superintendent, urged the City Council to approve Action Memorandum No. 18-042 for a School Resource Officer and invited everyone to the Budget Information Meeting to be held on April 4 at 10 a.m. at the district office.

H. PUBLIC HEARING

1. **Resolution No. 18-011:** Authorizing the Issuance and Sale of a Utility Revenue Refunding Bond by the City in the Principal Amount of Not to Exceed \$4,816,000.00 for Purposes of Refinancing Costs of Wastewater Utility Improvements; Establishing the Terms of the Utility Revenue Refunding Bond; Authorizing the Sale of the Utility Revenue Refunding Bond to the United States Department of Agriculture; and Related Matters.

City Manager Nathan Wallace reported action was needed to approve the refinance as monies are needed for last payment.

Mayor DeVries opened the public hearing on Resolution No. 18-011. Seeing no one come forward to speak, and hearing no objection from the Council, the public hearing was closed.

Main Motion: To Approve Resolution No. 18-011

Moved by:	Best
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

I. ACTION MEMORANDA

1. **Action Memorandum No. 18-042:** Authorizing the City Manager to Negotiate and Execute a Three-Year Agreement with the Matanuska Susitna Borough School District (MSBSD) to Provide a School Resource Officer to MSBSD Schools Within the Palmer City Limits, the Amount Being Funded 75 Percent by MSBSD and 25 Percent by the City of Palmer.

City Manager Nathan Wallace reported this position would be a resource to all palmer schools and to the city of Palmer.

Main Motion:	To Approve Action Memorandum No. 18-042
Moved by:	Best
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

Moved by:	Best
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

2. **Action Memorandum No. 18-043:** Authorizing the City Manager to Amend the Professional Services Agreement with HDL Engineering Consultants, in an Amount Not to Exceed \$57,507.00, for Additional Required Design Phase Services for Sherrod Area Water and Street Improvements Phase 5, Which Include Street Improvements, Lighting, and a Pathway on Auklet Avenue Between the Glenn Highway and Valley Way.

City Manager Nathen Wallace reported this action would amend the current contract to allow more flexibility and permit smaller projects.

Main Motion:	To Approve Action Memorandum No. 18-043
Moved by:	Best
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

Moved by:	Best
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

J. NEW BUSINESS

1. **Resolution No. 18-012:** Adopting the 2018 Update to the City of Palmer Standard Specifications for Construction in the City.

City Manager Nathan Wallace stated this was a cleanup and update to the 1999 specifications.

Main Motion:	To Approve Resolution No. 18-012
Moved by:	Best
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

Moved by:	Best
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

K. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Norma I. Alley reported the School District flyer on the Budget Information Meeting and City Clerk Employment Agreement were items placed on the table.

L. AUDIENCE PARTICIPATION

None

M. COUNCIL MEMBER COMMENTS

Council thanked participants for support in the March 18 Green Day Gallop, were pleased they approved AM No. 18-042 for a School Resource Officer, stated review of the March 13 Council meeting video was done well and looking forward to considering it as a future option, and a look into annexation and Palmer borders was encouraged.

N. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:04 p.m.

Approved this ____ day of _____, 2018.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
1	Waste Water Treatment Plant Upgrades: MMBR and Secondary Clarifiers to meet EPA/ADEC permit requirement per Consent Decree	\$9,000,000- \$14,000,000 (revised estimate after 65%~ \$12,610,290)	August 2020		\$8,897,273 as of March 2018	Funding Sources On hand: State Grant \$2.5M State Grant: \$145k Enterprise and GF: \$1,600,000 USDA Loan: \$4.8 USDA Grant: \$3.5
k	Construction Commence		June	On going		
k(2)	Building/Lab		Feb-May	Project is over 50% complete		Lab finishing work and system control work underway
m	Close on USDA Loan/Grant		May	On going		Bond approved, working transcript
o	MMBR System on line for testing		July 2018			
p	MMBR System tesing complete		April 2019			
o	Secondary Clarifiers on line		August 2020			

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
2	Rehabilitate RW 16/34 & Related Improvements	\$10,000,000- \$11,500,000	October 2017	Pre-Liminary Application Approved by FAA		Funding Sources On hand: State Grant: \$400K COP: \$225k Anticipated FAA: \$9.375M - \$10.781M
n	Construction Mobilization		June			On going
o	Runway Closed		August 2017	Re-opened Aug 21		Apron work and helipad continues
p	Winter Closure		October 2017			Project substantially complete
q	Final items completed		May 2018			Seal and repaint 10/28
r	Project Completion		June 2018			

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
3	Bogard Road Booster Station to provide adequate pressure and flow for the western portion of Bogard Rd Water Main Extension Project.		TBD	Land Prep and Engineering Drawings Working	\$118,595.00	Through use of remaining grant funds (14-DC-125), PW has contracted HDL Engineering for Preliminary Engineering and site preparation.
a	HDL conduct preliminary engineering work and booster station site prep	\$118,595.00	July 2017	Working	\$118,595.00	Construction and Engineering drawings/specs are complete.
b	Project out for bid			Completed	\$105,415.00	Project is currently open for bids. Pre-bid is scheduled for 11 July Bid opening scheduled for 20 July
c	Site prep			Completed	\$28,000.00	Work underway, change order to meet ADEC requirements approved. Currently stood down for winter.
d	Utility & Service Line Extensions			On going	\$82,500.00	MEA has been notified of approval for construction of a primary Line Extension. No timeline for installation from MEA at this time.

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
4	Public Safety Building: Repair several subfloor structural issues in the Booking and PreTrial Confinement Areas and complete several finishing upgrades, in the same area, as required by current lease agreement	TBD-\$141,000 remaining in state grant funds for public safety building improvements	TBD			RFP out to bid for Engineering services to provide inspection and assessment, prepare engineering plans, specifications, cost estimates and bidding assistance.
a	Engineer and CA Support	With PND Engineers for Fee Proposal	9Feb18		\$44,852.00	Approved
b	Engineer's estimate		April 13			Pending
c						

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
5	ADA Sidewalk Improvements: As part of the Comprehensive Plan the City continues to upgrade sidewalks, curb ramps and driveways to ADA compliance. This years focus will be along E Dahlia and Elmwood Aves	\$323,400.00	Sept 18			The City has been notified of an award of a grant thru Alaska DOT from the federal government for this project in the amount of \$323,400.00. If accepted, the City match is \$64,680.00
a	Council Accept Grant		March			Grant accepted by Council
b	RFP for project		April/May			
c	Construction Start		May/June			

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
6	Paving Project: Pave Auklet from Glenn Hwy to ARRC Crossing, connecting bike path from Tunnel at Glenn to Mat River Park/Butte Trail					Update engineer estimates for Auklet from Glenn to ARRC Crossing, Gravel bike crossing over ARRC this spring, work concept for bike continuing bike path, solicit funding partners for project with City Matching funds of \$500,000
a	Engineer and CA Support		TBD	On-going	\$57,507.00	Approved
b	Final design			On-going		
c						

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
7	Airport Road/Evergreen Trail: Connector to ball fields and Cope Industrial Trail	None				Examine the costs of completing a connector trail from Mat River/Butte Trail to Cope Industrial trail.
a	Stake and clear airport road row with proposed trail		Spring			City Crew with assistance from trial partners
b						
c						

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
8	Install video cameras to monitor city assets	\$75,000.00	Fall 2018			Developing Policy and recommended locations for council approval
a	Policy Review/Approval		March 2018			Part of City Manager Report March 13
b	Install Beta system		April 2018			Equipment install -inexpensive test system
c	Install remaining system		TBD			TBD

RESULTS REPORT

CITY OF PALMER

2018 Program Year



RESULTS REPORT
Impact to the Member



Impact to the Member Our Wellness Framework

Participation



The foundation for all elements of an effective wellness program begins with participation.

Knowledge of health status and risks is empowering and is crucial to generating awareness, change and sets the stage for strong engagement.

+

Engagement



Engagement takes participation to the next level and results in ongoing healthy habits and behavior change.

Opportunities throughout the year to proactively connect and engage members in overall wellbeing will lead to healthy outcomes.

=

Healthy Outcomes



High levels of participation and strong member engagement leads to positive health outcomes.

Through productivity gains and medical cost containment, a healthier workforce provides a distinct competitive advantage to your organization.

The health of your employees is personal to us! Through our wellness framework, we strive to improve the health and productivity of your workforce to support your business objectives.

Participation + Engagement = Healthy Outcomes

Impact to the Member Demographic Benchmarking

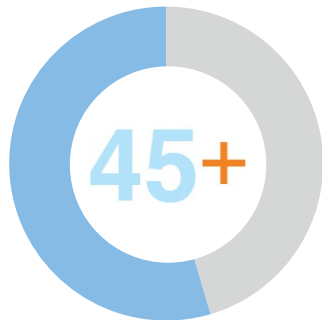
Setting objectives which are clear, aligned and measurable is central to the success of any proactive business strategy. Treating your wellness program as a business strategy and measuring the program against specific benchmarks gives greater information to identify and develop strategies that will enable you to meet your objectives.

We have benchmarked your organization's health risks and outcomes throughout this report with demographically similar companies across our book of business. Our research shows that benchmarking health risks in this way is more relevant than looking within our book of business, or even within industry. This unique "Demographic Benchmark Group" is based upon three stable demographic variables that are strong predictors of a population's current health status and future health outcomes:

- Age
- Gender
- Geographic Location

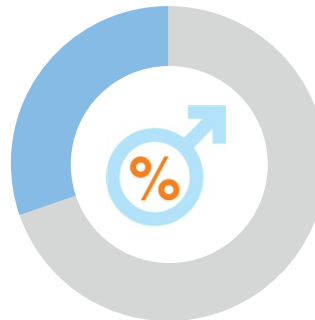
Your Organization's Demographics

Age 45 and Over



55% of Population

Male



30% of Population

High Risk Locations



0% of Population

Your Demographic Benchmark Group *

# of Clients	274
# of Members	68,149

Book of Business Demographic Averages

Demographics - Age 45 and Over	54%
Demographics - Male	47%
Demographics - High Risk Location	6%

* See Appendix B for additional details

Impact to the Member Program Summary

Participation



+

Engagement



=

Healthy Outcomes



	Previous	Current
# Eligible	84	84
# of Members	36	33
Overall Participation Rate	43%	39%
% Retention		69%

	Previous	Current
# Members with a Critical Condition	2	1
# of Newly Discovered Conditions	12	15
Active Website Members	100%	97%
Members who Faxed Results	42%	48%

	Previous	Current
Aggregate Personal Health Score	-1.6	-5.2
% Met Personal Health Goal		68%
Member %, Low Risk	67%	61%
Member %, Moderate Risk	17%	36%
Member %, High Risk	17%	3%

IMPACT TO THE MEMBER
Participation



Impact to the Member: Participation

Participation Overview

Building an awareness of potential health risks and overall health status is a catalyst to generating health outcomes. Therefore, participation in the health evaluations is crucial to providing a foundation for all other elements of an effective wellness program.

On this page, we have broken down participation for your organization's recent health evaluations to look at important demographic groupings: gender, age, employee v. spouse, and new v. repeat.

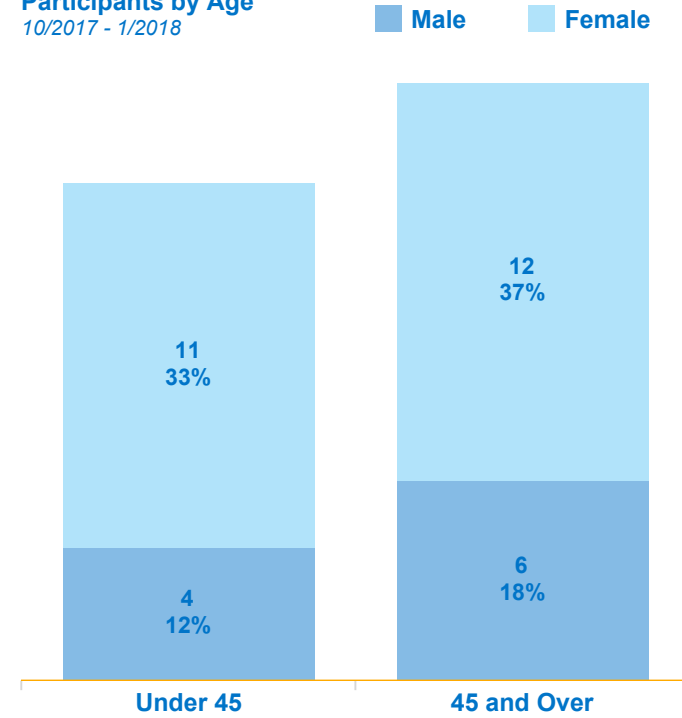
By reviewing participation in aggregate as well as in these key demographics, we can strategically determine where the biggest participation gaps may lie within your organization and discuss a course of action to minimize these gaps.

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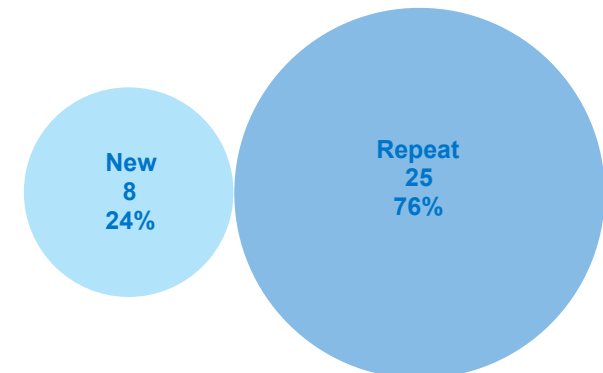
Participation Trends

	1/2017 - 2/2017	10/2017 - 1/2018
Overall Participation Rate	43%	39%
# Eligible	84	84
# of Members	36	33
% Retention		69%
<hr/>		
Female	25	23
Male	11	10
<hr/>		
Employee	36	33
Spouse	0	0

Participants by Age
10/2017 - 1/2018



New vs Repeat Participants
10/2017 - 1/2018



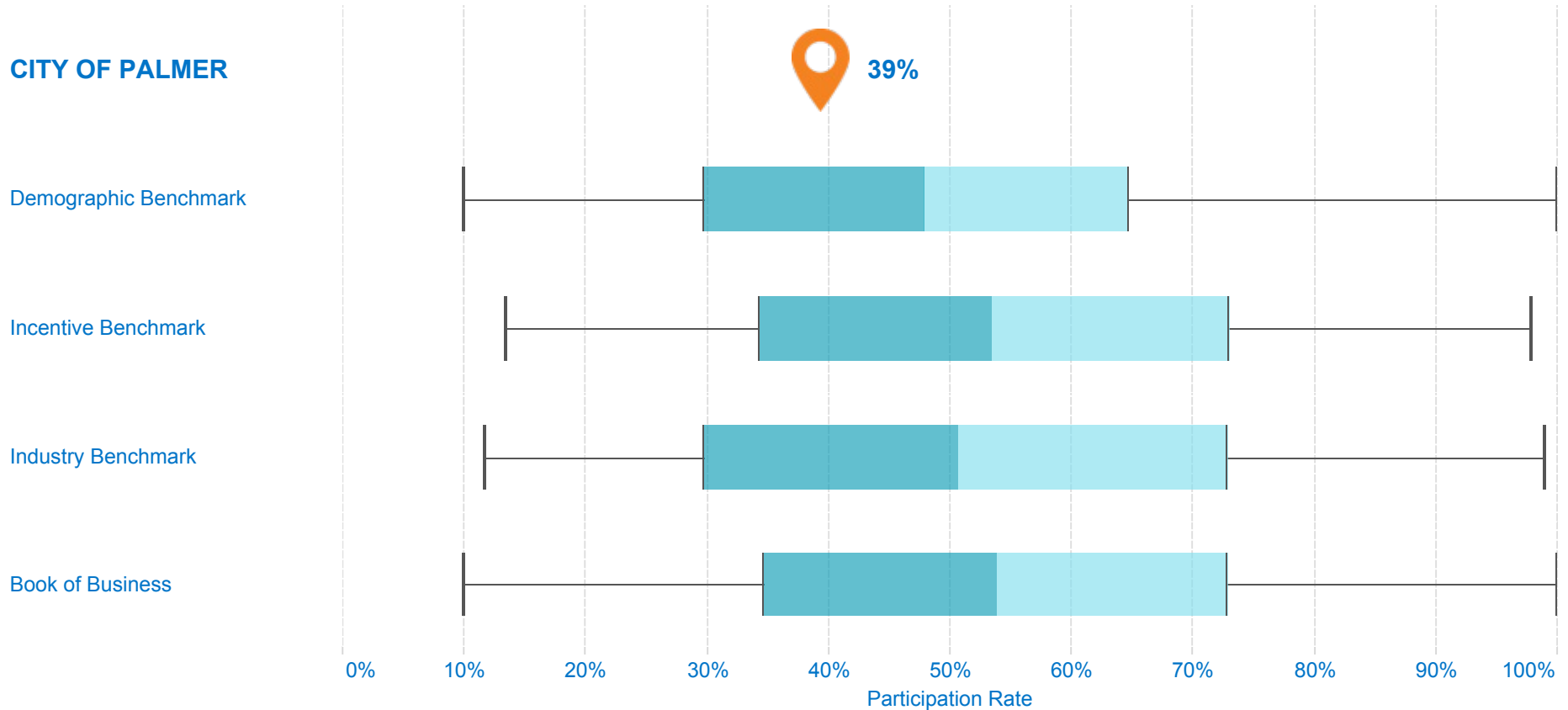
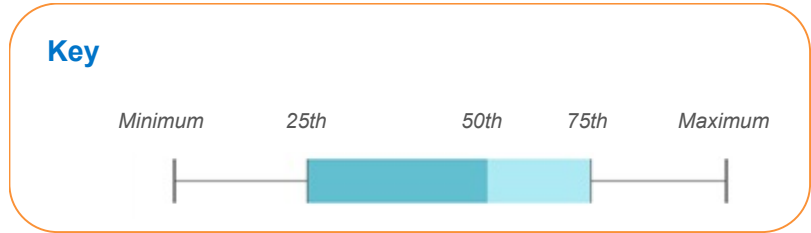
repeat members defined throughout as members in current and prior program period

Impact to the Member: Participation Participation Benchmarking

We leverage our powerful analytics to better understand the attributes that have the largest impact on participation rates.

In addition to population demographics, program participation can also be impacted by other organizational variables, including industry and wellness program incentives. The graphic below also shows the range of participation rates for our overall book of business. By understanding your organization's participation compared to these groupings, we can help you assess the effectiveness of your participation strategies.

To qualify for Interactive Health's Healthiest Companies in America award, companies must achieve a participation rate of 70% or higher among eligible employees.



IMPACT TO THE MEMBER
Engagement



Impact to the Member: Engagement Emotional Health Risks

As a part of our member Health Assessment, Interactive Health uses a tool called the DASS 21 to identify risks associated with anxiety, depression and stress within your population.

Identifying these emotional health risks is important on its own accord; however, these risks also provide significant insight into the connection between emotional and physical health.

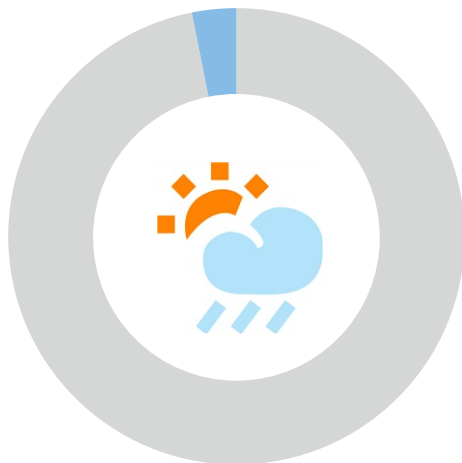
By better understanding these connections, Interactive Health can more effectively provide engagement resources that impact the overall wellbeing of each member.



Across our Book of Business, members with a High Risk Personal Health Score have a **53% higher prevalence of emotional distress** than members with a Low Risk Personal Health Score.

Source: Interactive Health 2017 Book of Business results

Emotional Distress At-Risk



3.1% of Members Identified *

1 unique members
Benchmark - 7.3%

Emotional Health Risks

	Anxiety	Depression	Stress
# of Members	1	0	0
Prevalence *	3.1%	0.0%	0.0%
Benchmark *	5.2%	3.4%	2.4%

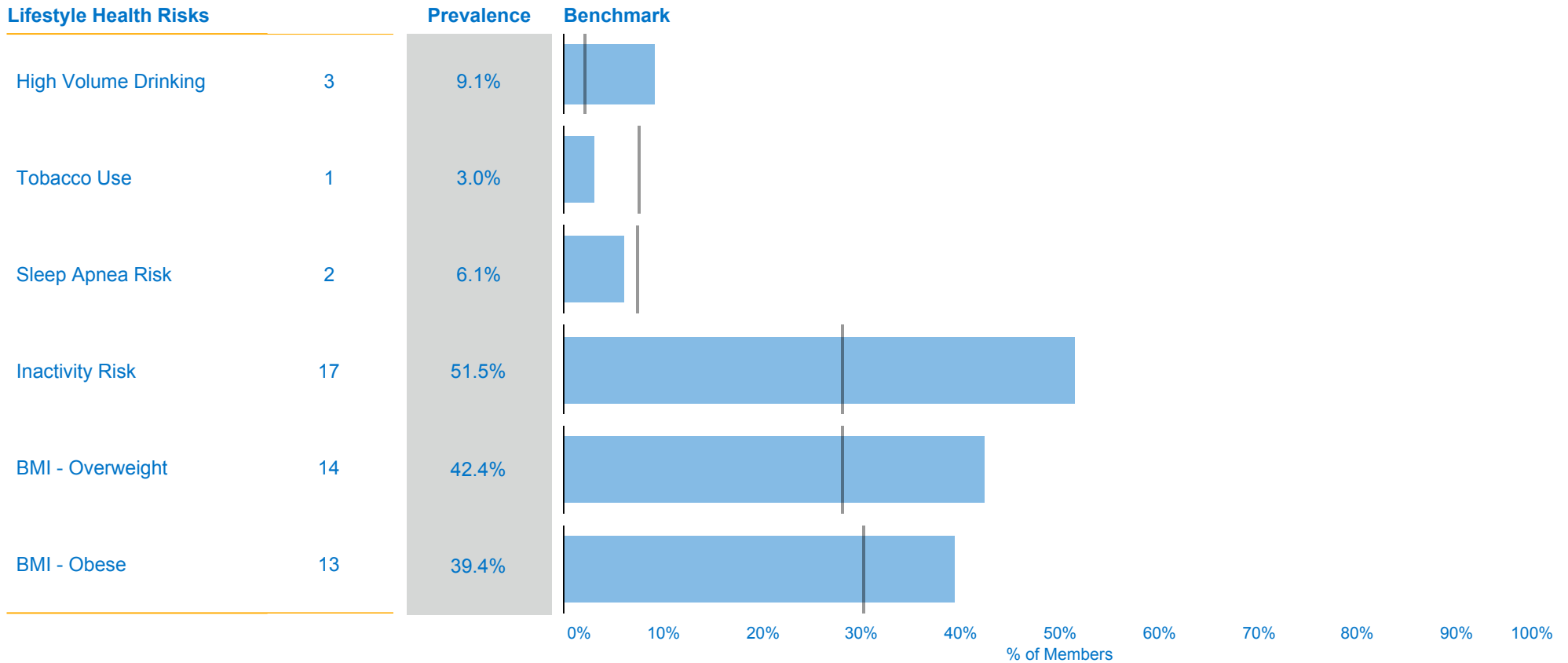
97% of members completed the DASS 21 questionnaire (Benchmark - 95%)

* rates exclude non-respondants

Impact to the Member: Engagement Lifestyle Health Risks

Lifestyle health risks are also identified based on a member's Health Assessment responses. Insight into these risks provides a member with tangible ways to take control of their health.

Furthermore, understanding these risks allows Interactive Health to more effectively coach members and provide resources for engagement.



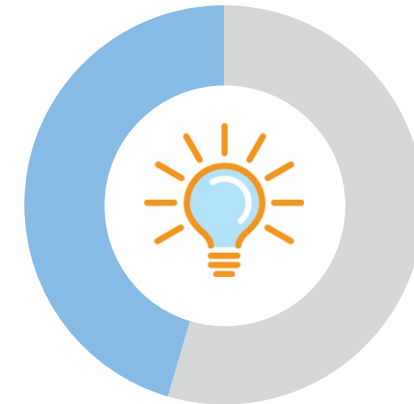
Impact to the Member: Engagement Health Conditions

The health evaluation is a powerful tool to provide members with insights into their current health status while identifying a number of potential health risks.

During the health evaluation members are asked to complete a health assessment, and this information is combined with lab data. We consistently discover conditions based on lab data which members did not report on their health assessment—we refer to these conditions as 'newly discovered'.

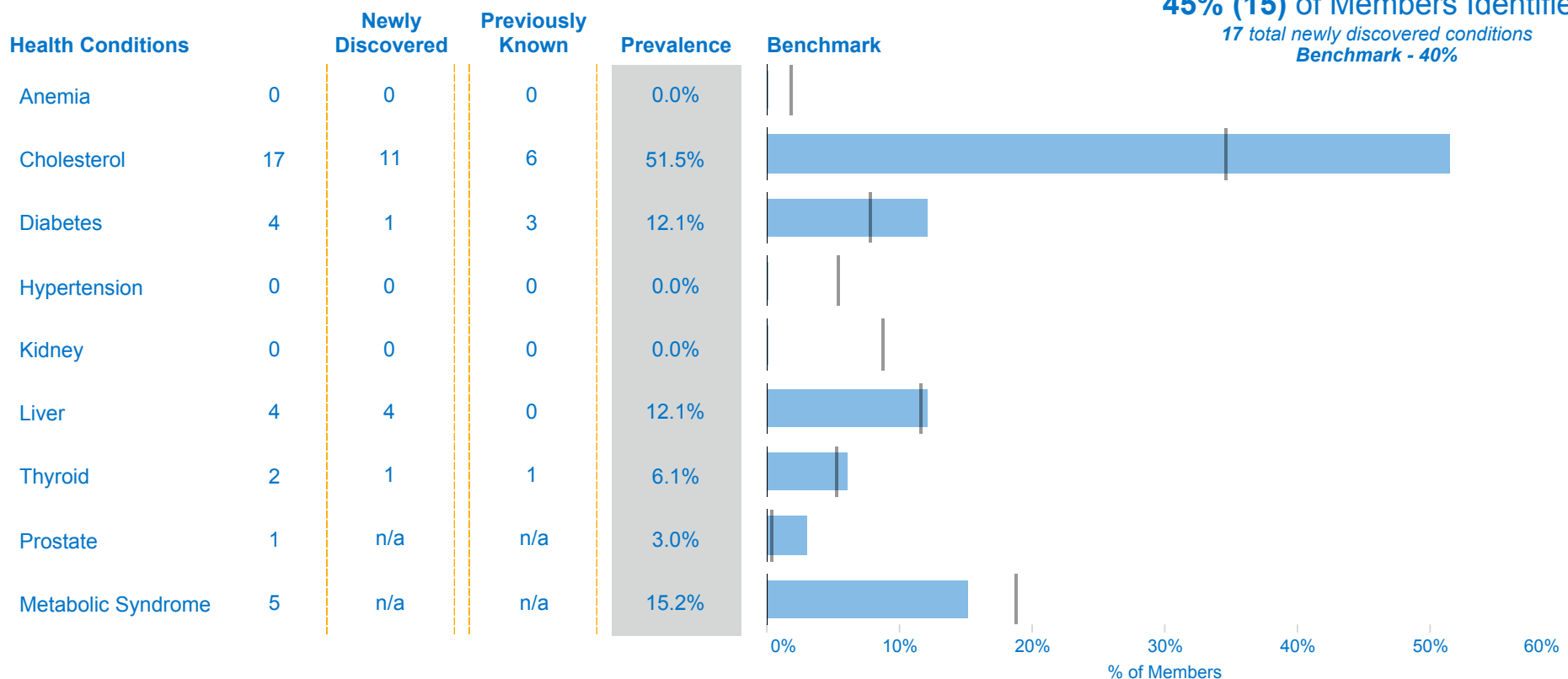
We find that discovering new information about one's health can serve as a catalyst for taking action, leading to greater levels of member engagement and, ultimately, positive health outcomes.

Newly Discovered Conditions



45% (15) of Members Identified

*17 total newly discovered conditions
Benchmark - 40%*



Impact to the Member: Engagement Diabetes Risks

Diabetes is a complex and serious disease, and one that continues to impact a large portion of the population. Members who know and understand their risks are empowered to learn how to control and manage their condition appropriately.

Identification of pre-diabetes is an especially crucial opportunity to educate participants about their risk factors and intercede prior to the development of diabetes.

Through our unique approach, we are able to uncover additional diabetes risks that may have gone unnoticed through a traditional fasting blood glucose test.

A1c Testing - Additional Risk Identification

	SMART (actual)	SMARTER (predicted)*
% Received A1c Test	27%	100%
Additional Pre-Diabetes Risk	0	6
Additional Newly Discovered Diabetes Risk	0	1
Additional Out of Control Diabetes Risk	1	0

representative of benchmark clients with A1c Smart and Smarter testing solution risk prevalence has been scaled to reflect 33 members

** (predicted) = predicted additional identification compared to current program design*



A1c is a clinical marker for average glucose levels over the **previous 3 months**. This is a **more accurate indicator** of diabetes risk compared to fasting blood glucose, leading to increased discovery and awareness.

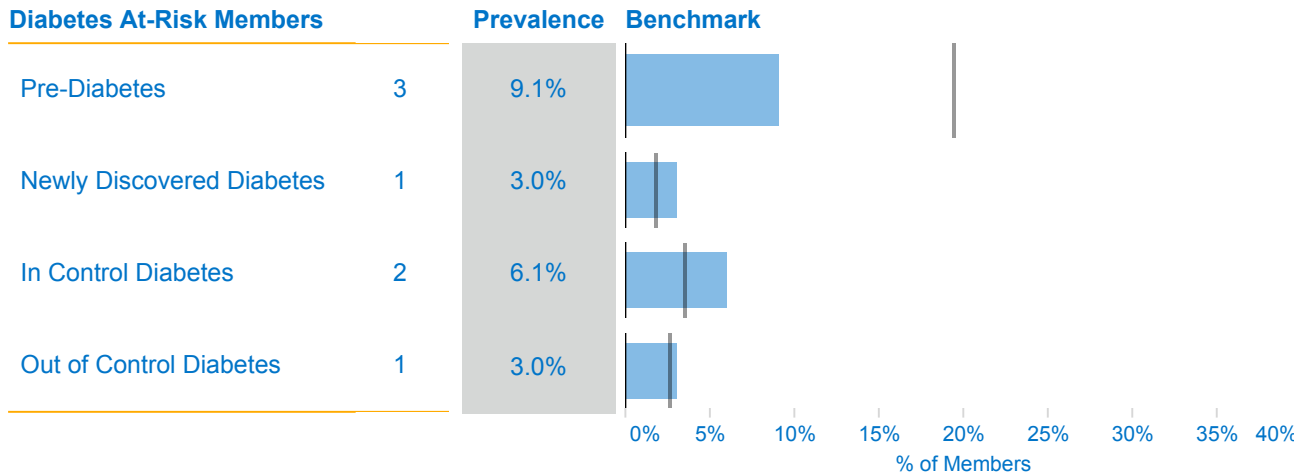
Uncontrolled Diabetic Conditions



33% of Existing Diabetics
1 of 3 existing diabetics are Out of Control
Benchmark - 43%

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Diabetes At-Risk Members



Impact to the Member: Engagement Critical Conditions and Immediate Outreach

We provide participants with swift, meaningful information and insights into potentially life-threatening health conditions. For members where a critical health issue has been detected, Interactive Health provides *immediate outreach* within 1-2 business days of the lab import. The intention of these outbound calls is to connect members with critical risks to a physician.

As a result of this rapid response and high-value experience, Interactive Health's engagement rate with these high-risk members was 78% in 2016. Critical outreach typically impacts 3-4% of members across our book of business. Critical prevalence and engagement rates for your unique benchmark group are shown on the right.



3% (1) of Members Identified
1 total critical conditions identified
Benchmark - 2%

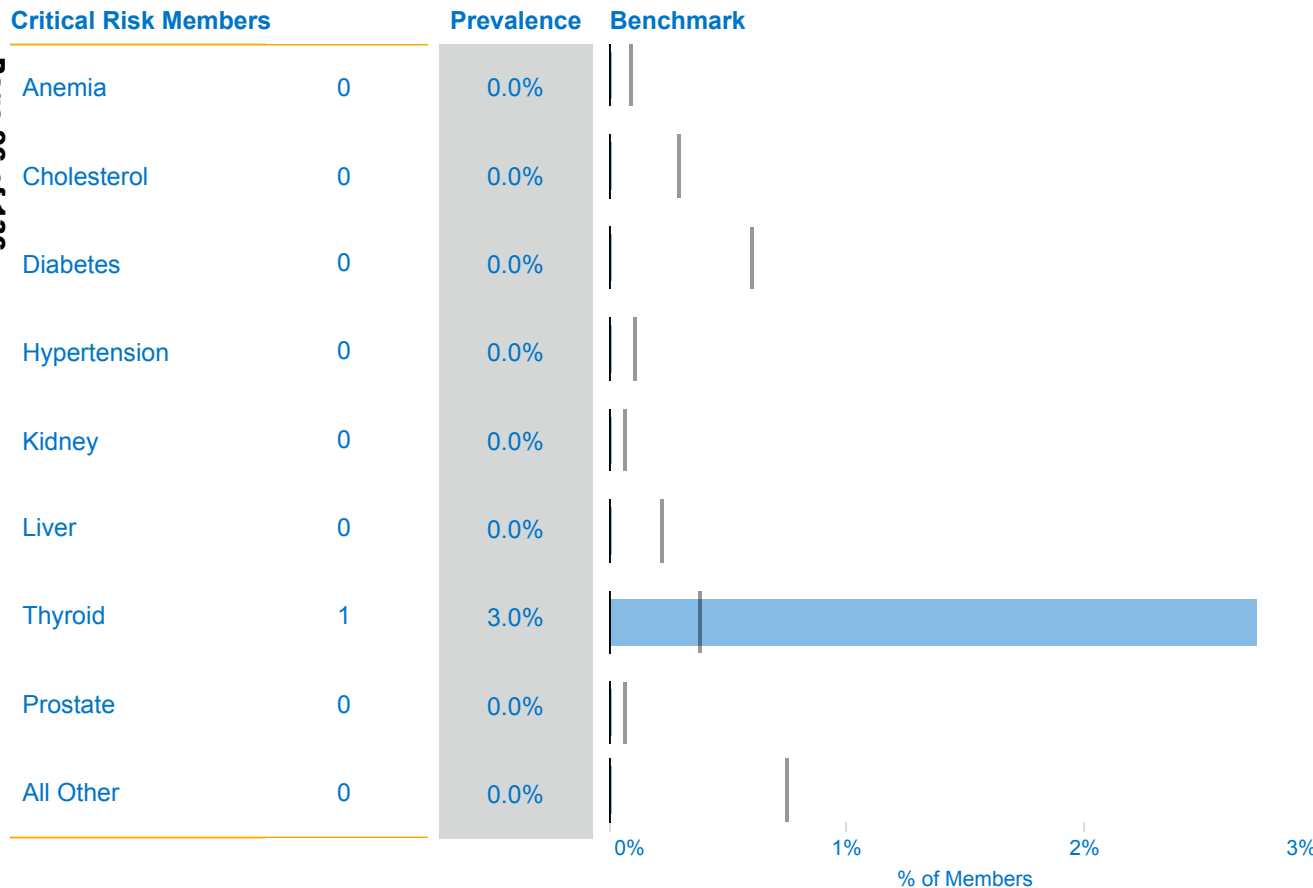


100% Engagement *
Benchmark - 87%

* Includes only two-way, substantive interactions

All data as of 3/13/2018

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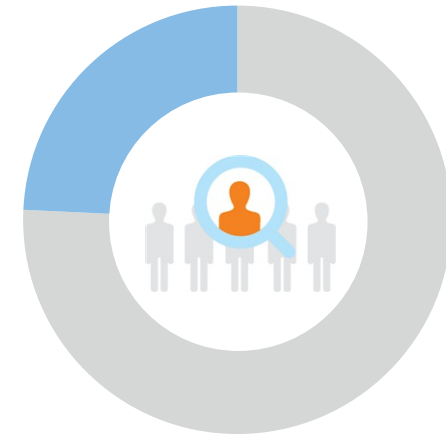


Impact to the Member: Engagement Targeted Outreach

Interactive Health coaches also reach out to those with trending risks, specifically focused on metabolic syndrome, diabetes, high cholesterol and high blood pressure.

Our trained and certified health coaches will reach out proactively, typically within 7-10 business days, to members with these moderate health risks. This quick and relevant coaching resulted in 58% engagement across our book of business in 2016. Typically, 30-35% of members receive targeted outreach. Outreach prevalence and engagement rates for your unique benchmark group are shown on the right.

Outreach prevalence and engagement rates for your organization are shown on the right.



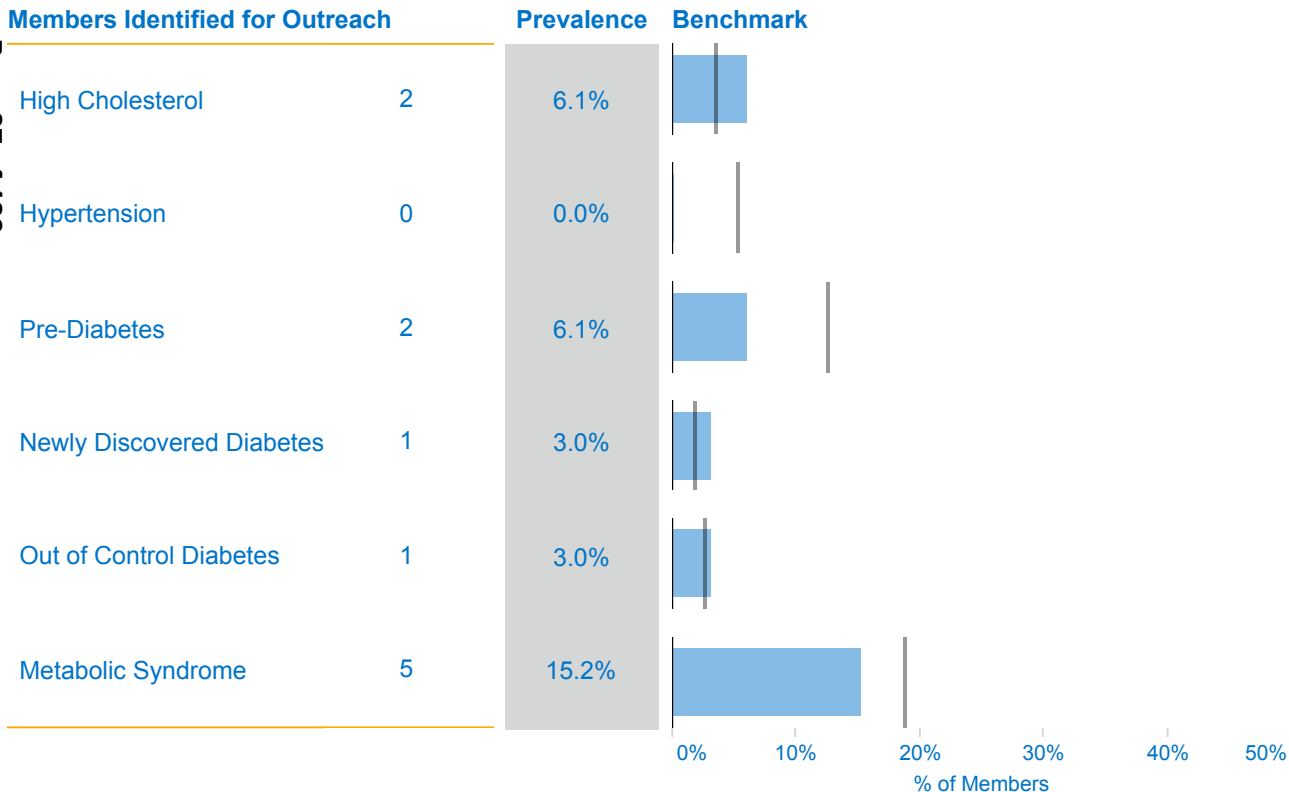
24% (8) of Members Identified
11 total outreach conditions identified
Benchmark - 31%



71% Engagement *
Benchmark - 55%

* Includes only two-way, substantive interactions

All data as of 3/13/2018



IMPACT TO THE MEMBER

Outcomes



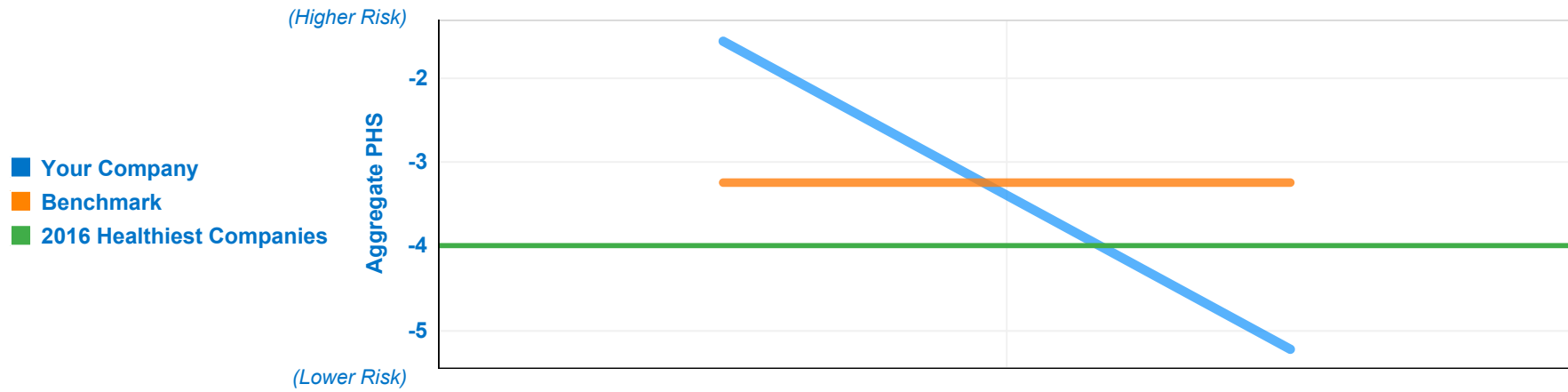
Impact to the Member: Outcomes

Aggregate Personal Health Score

The Personal Health Score (PHS) is designed to help members better understand their overall health risks. This index is composed of five modifiable risk factors: glucose, blood pressure, triglycerides, LDL cholesterol and tobacco use.

A member receives one point added to their Score for each point outside of normal range for blood glucose, blood pressure and LDL cholesterol. For every ten points outside of normal triglyceride range a member receives one point. A member is credited -5 points for each of these four risk factors within normal range. Tobacco users receive 40 points added to their Score.

Below is your organization's Personal Health Score trend over the past 3 years compared to key benchmarks and broken down by demographics. To qualify for Interactive Health's Healthiest Companies in America award, an Aggregate PHS of 0 or less is required.



	1/2017 - 2/2017	10/2017 - 1/2018
Your Company	-1.6	-5.2
Benchmark	-3.2	-3.2
Age 45 and Over	1.6	0.0
Under Age 45	-6.0	-11.5
Male	-5.6	-8.3
Female	0.2	-3.9
Employee	-1.6	-5.2
Spouse		
New	-1.6	
Repeat		-6.4

Impact to the Member: Outcomes

Personal Health Goals

In addition to their Personal Health Score, all members receive a confidential and detailed Personal Health Report, including a Personal Health Goal.

Our HIPAA-compliant Personal Health Goal is designed to motivate members by providing them with an achievable and progress-based health goal. In 2016, 71% of repeat members across our book of business achieved their health goals.



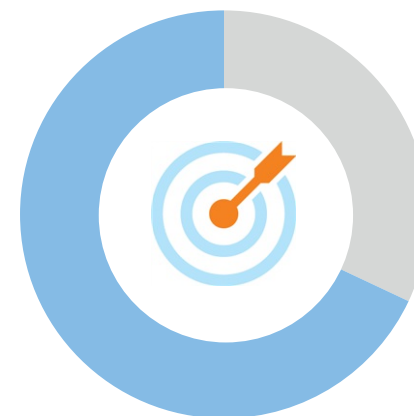
Personal Health Score & Goal

Low Risk (-20 to 0): Stay Low Risk;

Moderate Risk (1 to 25): Move to Low Risk;

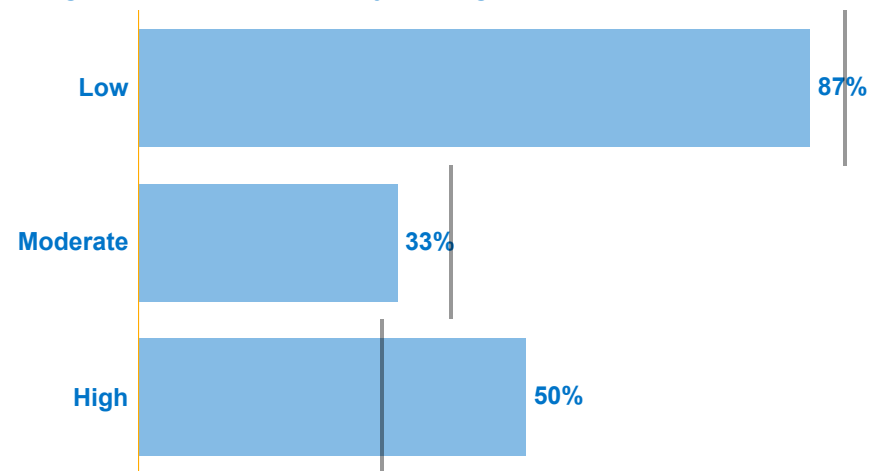
High Risk (26 and Above): Reduce Personal Health Score by 60%

Meeting Personal Health Goal



68.0% of Repeat Members
Benchmark - 77.3%

Meeting Personal Health Goal - by Starting Risk Level



Personal Health Score Risk Stratification

	1/2017 - 2/2017	10/2017 - 1/2018	Benchmark
Low	67%	61%	74%
Moderate	17%	36%	14%
High	17%	3%	12%

Impact to the Member: Outcomes

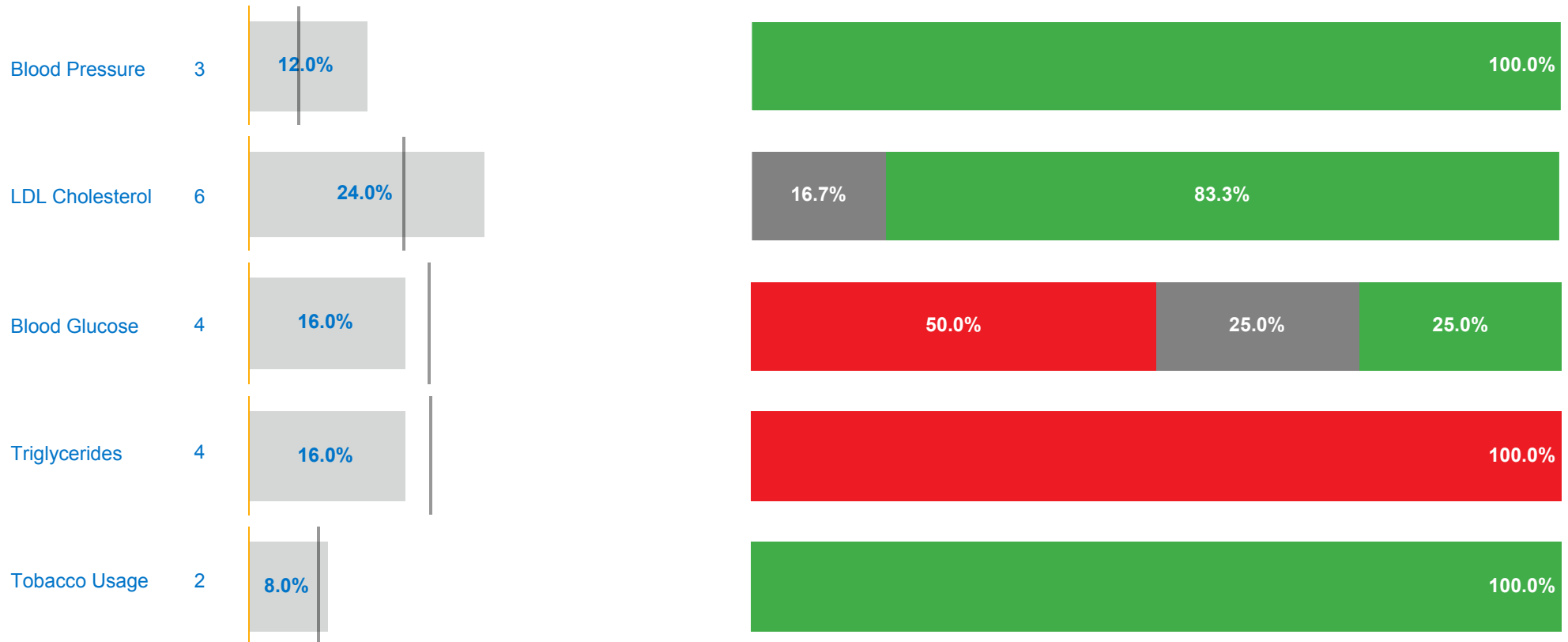
Personal Health Score Components

The success of a wellness program can be measured by its ability to stabilize or reverse the trend of declining health. To measure success of the wellness program, we review five key health factors to determine a member's Personal Health Score.

The counts and prevalence on the left are repeat members who received points on their Personal Health Score for each of the five health factors. The distribution on the right is the percentage of this group that improved or regressed with respect to that health factor within one year.

Repeat Members Out of Normal Range

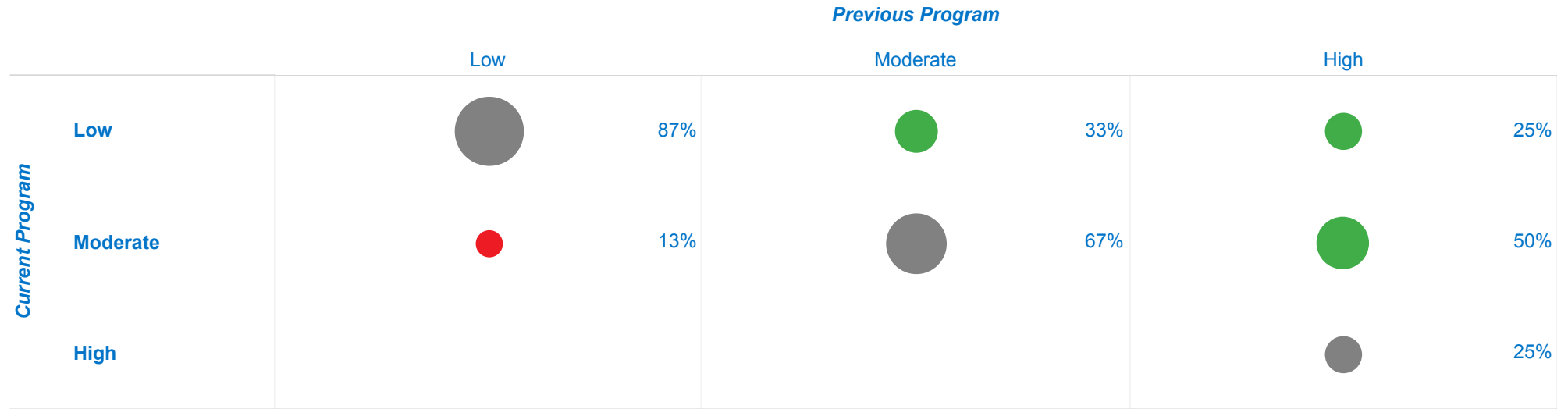
■ Regressed ■ Maintained ■ Improved



Impact to the Member: Outcomes Personal Health Score Migration

This risk migration chart shows year-over-year changes to overall health for all repeat members in your organization. Prior year health status is across the top (with totals shown immediately below the chart). Moving down each column you can determine what percentage moved to each respective risk level. You'll note that the percentages in each column add up to 100%.

The optimal outcome for a population is to maximize the green (positive migration) and minimize the red (regression). A further breakdown of these risk levels with additional high-risk detail is included at the bottom.



Member Totals by Starting Year Risk Level

Personal Health Score Starting Group	Number of Repeat Participants	Average Change in PHS	% to Reduce or Maintain PHS
-20 : 0	15	2.3	80%
1 : 25	6	-10.3	67%
26 : 50	3	-18.3	100%
51 : 100	1	-73.0	100%
Total	25	-6.2	80%

RESULTS REPORT Impact to the Business



Impact to the Business Cost Avoidance Analysis

Our cost avoidance model is a simple, transparent and, most importantly, conservative estimate of the hard dollars your company has avoided because of the positive health migrations of your members over the last program year.

The model looks at the prevalence and risk migration of five health conditions that substantially impact medical spend. The incremental condition costs, inclusive of medical and pharmacy, are based on credible research literature from sources such as the American Diabetes Association, National Center of Biotechnology Information and the Journal for Managed Care Pharmacy.

This analysis is intended to provide an illustration of the program's overall value to your bottom line. Interactive Health believes this provides important evidence on the success and benefits of your wellness program investment.

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	Condition Prevalence	# of Repeat Participants with Condition	# Migrated to Healthier State	Incremental Condition Cost per Case	Estimated Cost Avoidance
<i>Out of Control Diabetes</i>	0.0%	0	0	\$16,682	\$0
<i>Pre-Diabetes</i>	8.0%	2	0	\$1,095	\$0
<i>Metabolic Syndrome</i>	24.0%	6	3	\$4,953	\$14,859
<i>Hypertension</i>	12.0%	3	3	\$1,183	\$3,549
<i>Anemia</i>	0.0%	0	0	\$9,814	\$0
Total Estimated Cost Avoidance					\$18,408
Estimated Cost of Program					(\$6,435)
Net Estimated Cost Avoidance					\$11,973



RESULTS REPORT
Appendix



Appendix D
Supplemental Annual Trend Information

Participation

	1/2017 - 2/2017	10/2017 - 1/2018	Benchmark
# of Members	36	33	68,149
Demographics - Age 45 and Over	58%	55%	50%
Demographics - Male	31%	30%	27%
Demographics - High Risk Location	0%	0%	0%
Overall Participation Rate	43%	39%	63%
Spouse Participants	0%	0%	10%

Member Survey Results

Member Survey Respondents	97.2%	81.8%	89.9%
Health Evaluation was a Good Experience	100.0%	100.0%	99.3%
Program was of Value	100.0%	100.0%	97.6%

Risk Identification - Emotional and Lifestyle

Emotional Health, At Risk	8.3%	3.1%	7.3%
Anxiety, At Risk	2.8%	3.1%	5.2%
Depression, At Risk	8.3%	0.0%	3.4%
Stress, At Risk	2.9%	0.0%	2.4%
BMI, At Risk	88.9%	81.8%	58.4%
Tobacco Use	5.6%	3.0%	7.6%

Risk Identification - Conditions

Anemia	2.8%	0.0%	1.9%
Hypertension	8.3%	0.0%	5.3%
High Cholesterol	30.6%	51.5%	34.7%
Diabetes	11.1%	12.1%	7.8%
Metabolic Syndrome	25.0%	15.2%	18.8%
Kidney, At Risk	0.0%	0.0%	8.8%
Liver, At Risk	19.4%	12.1%	11.6%
Thyroid, At Risk	13.9%	6.1%	5.2%
Prostate, At Risk	0.0%	3.0%	0.4%
Members with a Newly Discovered Condition	33.3%	45.5%	39.9%
Members Identified for Critical Outreach	5.6%	3.0%	2.3%
Members Identified for Conditional Outreach	0.0%	24.2%	30.9%

Appendix D
Supplemental Annual Trend Information

Member Engagement	1/2017 - 2/2017	10/2017 - 1/2018	Benchmark
Engagement, Critical Outreach	100.0%	100.0%	86.5%
Engagement, Conditional Outreach		71.4%	54.9%
Active Website Members	100.0%	97.0%	91.3%
Members who Faxed Results	41.7%	48.5%	40.5%

Outcomes	1/2017 - 2/2017	10/2017 - 1/2018	Benchmark
Aggregate Personal Health Score	-1.6	-5.2	-3.2
Member %, Low Risk	66.7%	60.6%	74.2%
Member %, Moderate Risk	16.7%	36.4%	13.9%
Member %, High Risk	16.7%	3.0%	11.9%
% to Reduce or Maintain PHS		80.0%	70.1%
% Met Personal Health Goal		68.0%	77.3%
Improved Blood Pressure		100.0%	82.4%
Improved LDL Cholesterol		83.3%	70.6%
Improved Fasting Blood Glucose		25.0%	63.0%
Improved Triglycerides		0.0%	65.5%
Quit Tobacco Use		100.0%	19.5%



1700 East Golf Road, Suite 900 • Schaumburg, IL 60173 • 800.840.6100 • www.interactivehealthinc.com



Norma I. Alley, MMC
City Clerk

Phone: (907) 745-3271
Direct: (907) 761-1321
Fax: (907) 745-0930

231 W. Evergreen Ave.
Palmer, Alaska 99645-6952
www.cityofpalmer.org

TO: Palmer City Council
FROM: Norma I. Alley, MMC *Norma I. Alley*
SUBJECT: City Clerk's Report for the April 10, 2018, Council Meeting

1. Boards & Commissions Attendance Spreadsheets

The monthly attendance spreadsheets are attached for:

- a. AAC
- b. BED
- c. PRCRAB
- d. P&ZC (March Meeting Cancelled)

2. Election Calendar

Attached is the 2018 Election Calendar.

3. Tentative Upcoming Meetings

Tentative Future Meeting Schedule			
Meeting Date	Meeting Type	Time	Notes
April 17	Joint	6 pm	PZC
April 24	Regular	7 pm	
May 8	Regular	7 pm	
May 22	Regular	7 pm	
June 12	Regular	7 pm	
June 26	Regular	7 pm	
July 10	Special	6 pm	Mid-Year Budget Review
July 10	Regular	6 pm	
July 24	Special	6 pm	2019 Budget Planning Priorities
July 24	Regular	7 pm	
Aug 14	Regular	7 pm	
Aug 28	Regular	7 pm	

City of Palmer

Airport Advisory Commission Members

PMC 2.25.020. There is created a city airport advisory commission which shall consist of seven members.

Seat	Board Member	Term Expires
A	John Lee	Oct. 2019
B	Kenneth More	Oct. 2019
C	Jeff Helmericks	Oct. 2020
D	Andrew Weaver	Oct. 2018
E	Joyce Momarts	Oct. 2020
F	Shannon Jardine	Oct. 2019
G	Allan Linn	Oct. 2018

PMC 2.25.140.B. Cause for removal. In addition, a board member may be removed by the council if, during any 12-month period while in office: 1) The board member is absent from three regular meetings without excuse; or 2) The board member is absent from six regular meetings.

2018 Attendance Record

Board Member	Jan *	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Lee		✓	✓									
More		✓	✓									
Helmericks		✓	✓									
Weaver		✓	✓									
Momarts		✓	✓									
Jardine		✓	✓									
Linn		✓	✓									

2017 Attendance Record

Board Member	Jan	Feb	Mar	Apr	May *	June	July	Aug	Sept	Oct	Nov	Dec *
Lee	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	
More	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	
Helmericks	U	✓	✓	✓		✓	✓	✓	✓	✓	✓	
Weaver	✓	✓	✓	E		✓	✓	✓	✓	E	✓	
Momarts	E	✓	✓	✓		✓	✓	✓	✓	✓	✓	
Jardine	✓	✓	✓	✓		✓	E	✓	✓	✓	✓	
Linn	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	

* Meeting Cancelled
 ** Special Meeting
 ✓ - Present

E - Excused
 U - Unexcused Absence
 V - Vacant

City of Palmer

Board of Economic Development Members

PMC 2.30.010.A. There is created a city board of economic development which shall consist of seven members.

Seat	Board Member	Term Expires
A	Barbara Hunt	Oct. 2020
D	Christopher Chappel	Oct. 2018
B	Peter Christopher	Oct. 2019
E	Janet Kincaid	Oct. 2019
C	Lorie Koppenberg	Oct. 2018
F	Kelly Turney	Oct. 2020
G	Dusty Silva	Oct. 2018
CC	Richard Best	Oct. 2018
PZC	Not Yet Appointed	Oct. 2018

PMC 2.30.140.B. Cause for removal. In addition, a board member may be removed by the council if, during any 12-month period while in office: 1) The board member is absent from three regular meetings without excuse; or 2) The board member is absent from six regular meetings.

2018 Attendance Record

Board Member	Jan	Feb	Mar	Mar **	Apr	May	June	July	Aug	Sept	Oct *	Nov	Dec
Chappel	✓	✓	U	E									
Christopher	✓	✓	U	✓									
Hunt	✓	✓	✓	✓									
Kincaid	✓	E	✓	✓									
Koppenberg	✓	✓	✓	✓									
Turney	E	✓	✓	✓									
Silva	✓	✓	✓	✓									
Best	✓	✓	✓	✓									

2017 Attendance Record

Board Member	Jan	Feb	Mar	Mar **	Apr	May	June	July	Aug	Sept	Oct *	Nov	Dec *
Chappel	✓	✓	✓	✓	✓	✓	✓	E	✓	✓		✓	
Christopher	✓	✓	✓	E	✓	✓	E	E	✓	✓		U	
Hunt												✓	
Kincaid	✓	E	✓	✓	✓	✓	✓	✓	E	✓		✓	
Koppenberg	✓	✓	E	✓	✓	✓	E	✓	✓	E		✓	
Turney												✓	
Silva	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	
Best												✓	

* Meeting Cancelled
 ** Special Meeting
 ✓ - Present

E - Excused Absence
 U - Unexcused Absence
 V - Vacant

City of Palmer

Parks, Recreation and Cultural Resources Advisory Board Members

PMC 2.22.010.A. There is created a city board for parks, recreation and cultural resources which shall consist of seven members.

Seat	Board Member	Term Expires
A	Stephanie Allen	Oct. 2020
B	Jo Ehmann	Oct. 2018
C	David Dodd	Oct. 2020
D	Shannon Connelly	Oct. 2019
E	Vacant	Oct. 2020
F	Meggie Aube-Trammell	Oct. 2018
G	Sally Pollen	Oct. 2019

PMC 2.22.140.B. Cause for removal. In addition, a board member may be removed by the council if, during any 12-month period while in office: 1) The board member is absent from three regular meetings without excuse; or 2) The board member is absent from six regular meetings.

2018 Attendance Record

Board Member	Jan	Feb	Feb **	Mar	Apr	May	June	July	July	Aug	Sept	Oct	Nov	Dec
Allen	✓	✓	✓	✓										
Aube-Trammell	E	✓	✓	✓										
Connelly	✓	✓	✓	✓										
Dodd	E	✓	✓	E										
Ehmann	✓	✓	✓	U										
Pollen	U	✓	✓	✓										
Rath	✓	E	E	E										

2017 Attendance Record

Board Member	Jan	Feb	Mar	Mar **	Apr	May *	June	July	July **	Aug	Sept	Oct	Nov	Dec *
Allen	E	✓	✓	E	✓		✓	✓	✓	E	E	✓	✓	
Aube-Trammell	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	
Connelly	✓	✓	✓	✓	✓		✓	✓	✓	E	✓	✓	✓	
Dodd													✓	
Ehmann	✓	✓	✓	✓	✓		E	E	E	✓	✓	✓	✓	
Pollen													✓	
Rath													✓	

* Meeting Cancelled

** Special Meeting

✓ – Present

E – Excused Absence

U – Unexcused Absence

V – Vacant

S:\CityClerk\Council Packets\Reports to Council\Clerk\2018-0410\04 Attendance Report PRCRAB 2018-03.docx

**CITY OF PALMER CITY CLERK'S OFFICE
ELECTION CALENDAR FOR THE
OCTOBER 2, 2018, REGULAR ELECTION**

DATE	ACTION	AUTHORITY
July 13	Declaration of candidacy packets available online and from the Office of the City Clerk. (target date)	
July 16	Candidate filing period opens at 8 a.m. (78 days prior to election)	PMC 18.15.026
July 27	Candidate filing period closes at 4 p.m. (67 days prior to election)	PMC 18.15.026
July 30	First day to declare candidacy as a write-in candidate (day immediately following last day of filing)	PMC 18.15.023 and Charter Section 1.8
August 3	Last day to withdraw candidacy by 4 p.m. (7 days after closing of filing period)	PMC 18.15.020(C)(2)(e) and 18.15.030(C) and Charter Section 1.8
July 23	Last <u>regularly</u> scheduled Council meeting to <i>adopt</i> legislation placing propositions and questions on the ballot. (53 days prior to election, which is August 10)	PMC 18.05.067
August 21	Last day for Council to appoint Precinct Election Officials	PMC 18.22.020(B)
September 2	Last day to register to vote in the 2016 Regular Election (30 days prior to election)	Charter Section 10.3 and PMC 18.10.010
September 17	<ul style="list-style-type: none"> • Early In-Person voting begins (15 calendar days prior to election) • First day to request Special Need Ballot 	PMC 18.27.040 PMC 18.27.060(B)(1)
September 25	Last day to request an Absentee By-Mail ballot (7 calendar days prior to election)	PMC 18.27.020
September 27	Last day to declare candidacy as a write-in candidate by 5 p.m. (5 days prior to election)	PMC 18.15.023
October 1	<ul style="list-style-type: none"> • Early In-Person voting ends at 5 p.m. • Last day to request Special Need Ballot 	PMC 18.27.040 PMC 18.27.060(B)(1)
October 2	Election Date – Polls open from 7 a.m. to 8 p.m.	Charter Section 10.1 and PMC 18.05.045
October 8	<ul style="list-style-type: none"> • Council Election Certification (Within five days and no later than the second Tuesday after election) • Oath of Offices (within 10 days of election) • Election of Deputy Mayor and Alternate Deputy Mayor (First meeting following the election) 	Charter Section 2.4 and PMC 18.35.100(B) Charter Section 3.1 Charter Section 3.3 PMC 2.05.070 PMC 2.05.060

Mayor's Memo

Council Meeting report – April 10, 2018

UP COMING EVENTS

Outreach to High school age student(s) for Boards and Commission

Joint Meeting Council and P&Z – April 17 at 7 pm

Mayor/Manager meeting – April 19 and May 17 in Palmer

Who Let the Girls Out – April 20-21

Agenda setting meeting – April 26 and May 10

BP Teachers of Excellence – May 3 at Settler's Bay 6 pm

Car Show – MTA Event Center – May 5

Palmer High School graduation – May 8

Mat-Su Health Foundation Building Ribbon Cutting – May 18 – open house to public May 19 – 11 am to 3 pm

Recycling Open House - May 20 – 2 to 6 pm

Pioneer & Veterans Home – concert – College of the Ozarks – may 23 at 1 pm

Job Corps workforce luncheon – May 24

Discussion

Computer Railroad Meeting report from March 30

Arctic Street with State Highway System – Council meeting April 10 under Person to be heard.

Cedar Hills Development report

Town hall at Assembly chambers – with Mayors on Crime in the Valley – date to be announced

PENDING ITEMS –

- **Flag Pole by Library,**
- **Electric stands on South Alaska,**
- **tennis courts request,**
- **Rotary Daron Park,**
- **4 Way Stop Inner and Outer Springer,**
- **Golden Shovel Award**
- **Rep. Young office**

Edna DeVries Mayor

City of Palmer
Action Memorandum No. 18-047

Subject: Approving a Council Community Grant in the Amount of \$500.00 to the Great Alaska Council Boy Scouts of America Valleywide Community Pinewood Derby Race to be held on April 19, 2018


Agenda of: April 10, 2018

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




Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance		<u>2/15/2017</u>
_____	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: \$ 500.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>500.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>01-02-10-6068</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

Attachment(s):

- 2018 Council Grant Application
- 2018 Scoresheet

Summary Statement/Background:

The Valleywide Community Pinewood Derby Race is an annual event that supports over 1250 Scouts in the valley. This event includes the participation of Palmer Scouts.

The organization will conduct the event at Lithia auto dealership off of the Parks Highway.

This event has not been sponsored in the past.

In February 2014, the City Council adopted Ordinance No. 14-043, which established the Council Community Grant program. The Council also approved \$10,000.00 in the Community Council Grants line item for 2018 that would finance approved Council grants.

Legislation #	Organization	Amount	Date Approved
AM No. 18-021	Who Let The Girls Out	\$1500	02/13/18
AM No. 18-028	Mayor's Green Day Gallup	\$1000	2/27/18
AM No. 18-029	Who Let the Girls Out Run	\$1000	2/27/18
AM No. 18-038	PMHA Garden and Art Faire	\$2000	3/13/18
AM No. 18-047	Valleywide Community Pinewood Derby		
Total 2018 Grants approved prior:		\$5,500.00	

Administration's Recommendation:

To approve Action Memorandum No. 18-047 Council Community Grant in the Amount of \$500.00 to the Great Alaska Council Boy Scouts of America Valleywide Community Pinewood Derby Race to be held on April 19, 2018.



City of Palmer • City Manager's Office
231 W. Evergreen Avenue • Palmer, AK 99645
 Phone: 907-745-3271 Fax: 907-745-0930

Council Community Grant Application

Program, service, project or event title: BSA Community Pinewood Derby
 Date(s) of program, service, project or event: April 19, 2018

Applicant Information

Name: Great Alaska Council -Boy Scouts of America
 Address: 3117 Patterson Street
 City: Anchorage State: AK Zip: 99504
 Phone: 907-745-7525 - William Ingram Email: ingramwr@gmail.com

Organization Information

Name of organization/group: Great Alaska Council - Boy Scouts of America
 Type of organization: Non-profit Volunteer community group Other

Funding Request

Amount of Request: \$ 500.00
 Matching funds provided by applicant: \$ _____



Project Summary Information

In the space below, provide a concise, on paragraph summary of your proposed program, service, project or event and how it promotes economic development for the City of Palmer.
 The community Pinewood Derby is an event held for businesses in the Palmer and Mat-Su Valley to lend their support to the community portion of the BSA Friends of scouting campaign. This event raises funding to support Scouting in our local community. Specifically in Palmer a large number of companies participate. Some of our sponsors include Alaska Automotive, Noel's Hair Salon, MTA, Palmer Lions Club, SBS, Harvey's Classic Cycles, Colony Inn and Valley Hotel. Their support of Scouting through this campaign benefits Palmer directly by their economic support of the Scouts that reside in Palmer.

Project Scope of Work

Please list the steps to be taken to conduct the program, service, project or event. Be sure to address issues such as: beginning and ending date, who will work to conduct the event/project, clean-up team, where is the project going to occur (location).

The Pinewood Derby will be held on April 19, 2018 at Lithia Chrysler, Dodge, Jeep Ram in Wasilla. This location was chosen by the past support by Lithia and that they have a showroom that can accommodate a 40 foot track. William Ingram, Bear Paw District Chairman is heading up the event. He is supported by volunteer Scout leaders in the area that will help provide set-up, running the event, track take down and clean-up.

Eligibility

Describe how your program, service, project or event meets the eligibility guidelines.

The Community Pinewood Derby meets the eligibility requirements because even though not being held directly in Palmer, it directly supports 11 active Cub Scout Packs and Boy Scout Troops that are in Palmer. A total of 318 Scouts and 109 adult Scouter volunteers in Palmer benefit from this event. The derby showcases businesses and organizations that support the event. Specifically the FOS campaign is a means by which Scouting is supported. This funding provides camp scholarships, outdoor activities for families and Scouts, maintenance and support of our camps, Community service projects (such as Scouting for Food), staff and training for Scouts and leaders.

Matching Funding Source

Describe source of matching funding. Have alternate sources of funding been explored?

This event is open to all businesses in the area. Mailers have been sent to local businesses as well as personal contact. The Community FOS campaign consists of businesses donating to the campaign. It allows a vehicle in which they can directly support Scouting and the Scouting movement. We have raised over \$5000.00 thus far and our goal this year is \$7000.00. We are confident we will reach our goal. This event supplements the FOS Family Campaign conducted in units and families in the area.

Community Benefit

Please indicate how the results of your program, service, project or event will enhance economic development or generally benefit the City of Palmer. Describe the expected number of participants to be attracted by the event or project. Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc.

We expect over 25 businesses and organizations to support the derby and race a car in the event. 40 to 50 people are expected to attend the event. WE will conduct an after event survey of the event based on the sign-up sheets on the evening of the event. We intend to have banners and signs for participating sponsors based on their level of support. The event will be videoed and ultimately we hope to increase our Scout membership though increased registration of individual Scouts.

Detailed Budget

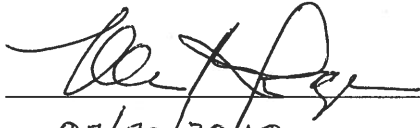
Revenue:

Source:	Cash	In-Kind	Total
See attached	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$	\$	\$

Expenditures:

Item/Service:	Cash	In-Kind	Total
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$	\$	\$

Applications may be submitted at any time to the address listed above. Please allow at least six weeks lead time for application review and City Council agenda scheduling.

Applicant signature: 
Date: 03/30/2018

For Office Use Only

Date received by Manager's Office: _____

City Council agenda date: _____

Action Memorandum No.: _____

City Council: Approved Denied

Date Manager's Office notified applicant of request outcome: _____



March 1, 2018

Dear Neighbor:

My name is Russ Ingram and I serve as District Chairman of the Boy Scouts of America for the Mat-Su Valley area. **This letter is to invite you to join us for the MatSu 500, a Community Pinewood Derby Race to support Scouts and Scouting in the Mat-Su Valley to take place on April 19, 2018 at Lithia Chrysler Jeep Dodge Ram dealership in Wasilla.** We have over 1,250 youth in Scouting today and they need your support!

For over 100 years the BSA has kept its commitment to families; to give parents and children time together, to help children discover new skills and interests, and to prepare every Scout for life. The mission of the Boy Scouts of America is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Law. A recent national survey about Scouting shows that:

- Scouts are more likely to help others.
- Scouts are more likely to do the right thing.
- Scouts are more likely to be happier than their peers.

Your tax-deductible donation to the MatSu 500 Community Pinewood Derby Race will directly benefit the Mat-Su Valley by offering children and their parents the opportunity to experience scouting and help us provide:

- Camp scholarships to scouts in need
- Outdoor activities for families and scouts
- Maintenance and support for our camps
- Community service projects
- Training for adult volunteer mentors

Please join us in this effort. We need your help! I have attached an information sheet and registration form. **A gift of \$125 helps us provide Scouting to one young man or young woman for a year.** And yes, the Boy Scouts of America has programs for girls! Once you register we will deliver your pinewood derby kits. **You can make a car, have a car made for you by a Scout or simply donate!**

**You can mail in the enclosed form or register online at
<https://www.scoutingalaska.org/MatSuPinewood2018>**

Thank you to Lithia Chrysler Jeep Dodge Ram of Wasilla dealership for hosting our event. Thank you for considering supporting the Boy Scouts of America and the youth of our valley. I am looking forward to seeing you there! For more information about Scouting in Alaska check out ScoutingAlaska.org. Please feel free to contact me at any time. My telephone number is (301) 788-2301 (Mobile). I can be reached at e-mail: ingramwr@gmail.com.

Thanks for your support!

William R. (Russ) Ingram
District Chairman - Bear Paw District
Boy Scouts of America

Qualification Pre-Check

All items listed below must be present before further review of application.

- X Event must be accessible to all members of the community.
- No Event must take place within Palmer city limits or within one mile of city limits. 7 miles
- No Event has received funding from the City in the past. List the years funding was received: None
 - ☒ If event was supported by a City grant in the past, the post event report from the previous event is complete.

	Application Elements	Expectations	Points Earned	
Accessibility & Strategic Priorities	10 pts	7 pts.	3-0 pts	
	The application clearly states the economic benefits and the reader/evaluator easily understands the benefits to the community and residents of the City.	The application states the benefits, however it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the City.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the City.	7
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.	3
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.	10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or has to use reason to understand the overall budget for the project.	The application does not include a project budget or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.	10
Benefit	The application clearly states how the community will benefit as a result of the event.	The application states the degree of benefits; however, it is not clear and the reviewer/evaluator must assume or use reason to determine the how the community will benefit as a result of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefits as a result of this grant.	7
Reporting	The application clearly states how and when the City will receive a post event report on this project.	The application attempts to address how a post event report will be given to the City; however it is unclear and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the City or the reviewer/evaluator cannot determine how the report will be presented.	3
			Total:	40/60

**City of Palmer
Action Memorandum No. 18-048**

Subject: City Council Providing a Favorable Opinion, In Accordance with Palmer Municipal Code 9.74.010 Discharge of Firearms, to Allow the City Manager to Issue an Indoor Gun and Target Range Permit

Agenda of: April 10, 2018

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


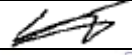
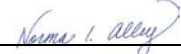
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance	_____	3/28/18
_____	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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: _____

Attachment(s):

- Valkrie Security and Asset Protection Inc Request for Permit of Indoor Gun and Target Range
- Site Plan
- Safety Information

Summary Statement/Background:

Valkrie has requested a permit to operate an indoor gun and target range at the "Old Fred Meyers" building at 650 S Cobb Street within the city limits of the City of Palmer.

In accordance with Palmer Municipal Code (PMC) 9.74.010 Discharge of Firearms, a permit may be issued when, in the opinion of the city council, the same would not disturb the peace, and the facilities and procedures followed conform with the recommendations of the National Rifle Association (NRA) as to safety.

Valkrie has met with the Police Chief, Fire Department and Building inspector to review the site plan and proposal for safety of the plan. The site plan indicates the safety measures to insure fire and health measures are in place for the storage of ammunition. The range safety equipment planned to be utilized in the facility meet NRA standards and they plan to operate the range facility to meet or exceed recommended NRA safety standards.

The facility when complete should not disturb the peace with noise levels as all noise should be contained within the facility.

The permit would be reviewed biennially to ensure compliance with NRA recommended standards and for issues of disturbing the peace (noise abatement).

The opinion on this permit is not transferrable to any other location within the city without an additional opinion of the council.

This action does not infer any transaction between the property owner or the requestor of this permit.

Administration's Recommendation:

To provide a favorable opinion on the issuance of a permit to allow Valkrie Security and Asset Protection Inc to operate an indoor gun and target range within the city limits.



3/20/2018

1150 S. Colony Way
Suite #3, PMB #307
Palmer, Alaska 99645

Request for Permit of Indoor Gun and Target Range
Within the City Limits of Palmer, Alaska

To the Distinguished Council of the City of Palmer,

My name is Larry Clark and I am formally requesting a permit for an Indoor Gun and Target Range within the city limits of Palmer, Alaska.

My company is Valkyrie Security and Asset Protection Inc. and we are planning an expansion for this new facility, if permitted in Palmer, Alaska, in the previous Fred Meyer building located at 650 S. Cobb St.

It is our intention to provide additional tax revenue and jobs within the city and continue to be a productive entity here in the Mat-SU valley, specifically in Palmer, for many years to come.

As a locally owned and operated business, we want to be an integral part of Palmer. By allowing us to start this endeavor in Palmer we will be able to hire 60-80 people locally. This will generate additional tax revenue from sales and put it right back into the City.

Part of our plan with this facility is to also have additional retail space for sublease to other small businesses at reasonable rates. We have begun with reaching out to small veteran owned apparel companies and want to promote those businesses as well.

This facility would be built with state of the art equipment and safety protocols in place. We have contracted SR Bales Construction and Paragon Tactical to design and build this range to the highest standards. We are having all the designs and blue prints created by Burkhart Croft Architects out of Anchorage. SR Bales and Paragon Tactical have designed and built many ranges throughout Alaska and the lower 48. We have the utmost confidence in their ability to provide us and the community with the safest range possible. The design will accommodate 21 public use lanes at 75 feet long and 8 Private lanes 196 feet long. All the range lanes will be encased by concrete walls to add to the noise containment and provide an extra layer of secure area for clients. We will be able to accommodate all popular calibers of rifle and pistols up to 50 BMG. We will not allow the 50 BMG rifles to be fired within our facility but have made sure that we have adequate bullet trap and containments systems for all calibers up to that. We anticipate that most clients will use our range for handgun and hunting or

sporting rifle target shooting. By having an indoor range, many of our community that hunt, will be able to enjoy sighting in for the season in a warm controlled environment.

We have made sure that the design of this facility, surpasses the minimum requirements set forth by OSHA, EPA and ADEC. Our design will make sure that all noise ordinances and clean air requirements and lead abatement are strictly adhered too. We have also designed the facility to a standard that will help the local fire department, if the need were ever to arise, with quick containment of the boxed ammunition storage within the building. We have no intention of selling reloading supplies now or in the future. Boxed ammunition would be sold and stored in a manner that it is safe. All firearms and ammunition will be securely stored daily in an ATF approved vault with separate fire suppression.

We will exceed all the NRA requirements by having additional staff and Paramedics on duty during business hours. Our staff are licensed NRA instructors and Chief Range Safety Officers. Many of our current staff are prior Military and Law Enforcement and have a genuine desire to help in our local community. We will make sure that all safety protocols are adhered too and that the patrons of our business follow all NRA safety rules and requirements.

This facility will also be a training center for firearm safety courses. We want to make sure that the correct information and training are being implemented when it comes to firearms and firearm safety.

We have chosen the Building in Palmer for many reasons. The first reason is we are a small locally owned company and want to see our community prosper. Secondly, we want to be able to provide jobs for many that are struggling in this economy. Finally, this location is right in the heart of Palmer. It has all the right attributes a business is looking for. We will have ample parking for clients and employees. There are many traffic entry and exit points so that we have minimal congestion. We will make sure that the surrounding property is maintained in a manner that is appealing to visitors and the community. We will be able to host events in our parking area that the city may not have an area for, such as Colony Days or Christmas parade setup, just as some examples.

Ultimately, we want to be a thriving business in the city of Palmer, providing additional revenue and jobs. Making Palmer a stronger, better community.

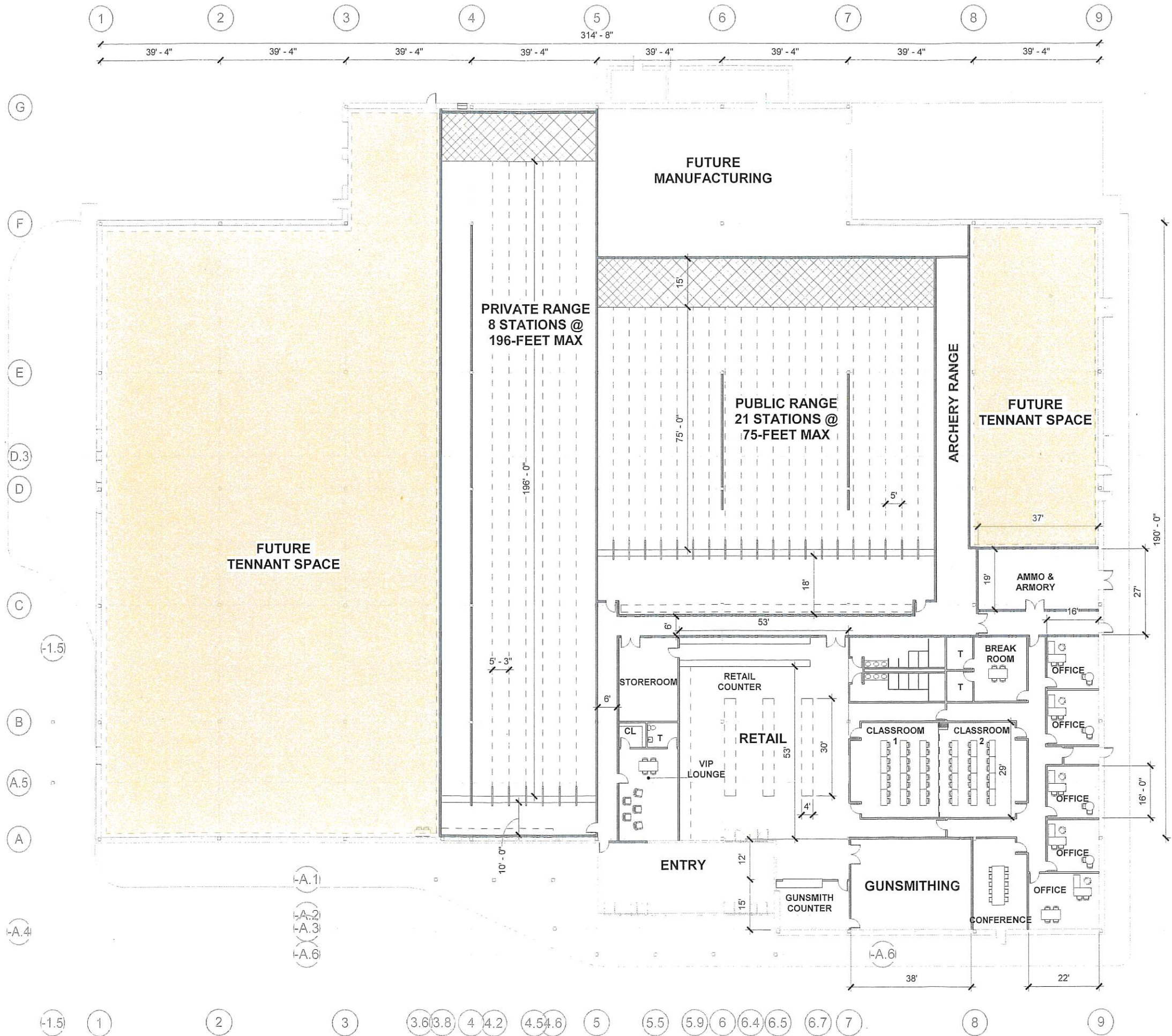
We would ask that the permit for this indoor gun and target range be issued to the owners of Valkyrie Security and Asset Protection Inc. and the building and have a biennial renewal. This will assure the council and the city we are providing all the necessary safety requirements we have agreed to provide.

Sincerely,



Larry Clark

President/CEO



1 FIRST FLOOR PLAN
1/16" = 1'-0"

Burkhardt Croft
ARCHITECTS LLC
880 N Street Suite 302 | Anchorage Alaska 99501
T: 907.929.9334 | www.burkhardt-croft.com

VALKYRIE
RANGE DESIGN
PALMER, ALASKA

DATE: 3/10/18
DRAWN: DJD
CHECKED:
PROJECT: 1806
DRAWING TITLE:
FLOOR PLAN
REVISIONS:
SHEET NO:

A2.1

CONCEPT DESIGN

Green Chemistry

Success Story, October 2006

Super Trap, Inc. (Corona, California)

Super Trap, Inc. produces the world's premiere tactical shooting range containment system that improves shooter safety and training, reduces costs, and minimizes environmental hazards.

There are over 10,800 small arms firing ranges in the United States for training military and law-enforcement personnel. These ranges collect over 80,000 tons of lead every year, often in soil berms and steel bullet traps, where the lead can leach into the environment. Containing and recovering lead and other heavy metals from ranges in a safe and environmentally acceptable manner is vital to controlling soil and ground water pollution and range owner liabilities.

GEL-COR™ is an engineered ballistic material designed to collect impacting bullets fired on small arms training ranges in a safe and environmentally compatible way. It captures the spent bullets and contains the heavy metals that would otherwise escape into the environment. GEL-COR™ is a mixture of recycled tire-tread rubber chunks, a hydrated super-absorbent polymer gel, and three salt additives. This resilient material stops incoming bullets, captures them intact with few exceptions, and does not make any detectable metal dust.



The gel-rubber mixture contains approximately 40 percent water by mass, which prevents it from burning if it is exposed to tracer rounds, pyrotechnics, or other sources of ignition. The resilient rubber media minimizes fragmentation and improves the overall sound attenuation. The salt additives immobilize the lead and copper in the trapped bullets and keep them from leaching into the environment. The mixture maintains an alkaline pH, minimizing the solubility of lead hydroxide in the trap and stabilizing the gel. Exposed lead surfaces react with the salts to form insoluble lead aluminum phosphate (plumbogummite), one of the safest and most stable lead compounds. Copper reacts to form an insoluble copper phosphate. GEL-COR™ is the first resilient medium that contains no toxic additives and will not burn, even if exposed to a source of ignition. GEL-COR™ is an important step in ensuring that live-fire ranges are safer and more environmentally compatible.

This range technology and a variant of it have been sold throughout the world utilizing recycled rubber from California. In California, customers include the San Francisco Police Department (PD), Berkeley PD, Rocklin PD, the California Highway Patrol, Riverside County Sheriff Department (SD), Orange County SD, San Luis Obispo SD, and the Solano Correctional Facility, among others.



www.paragontactical.com
www.supertrap.com

UNIQUE FEATURES AND BENEFITS OF PARAGON TACTICAL, INC. & SUPER TRAP® RANGE TECHNOLOGY IN COMPARISON TO OTHER SHOOTING RANGE COMPANIES

FEATURES	BENEFITS
Enhanced Tactical Training Capabilities	<ul style="list-style-type: none"> • Added training capability for range staff; • Improved Officer weapons skills; • Allows for cross lane shooting; • No ricochets & frag splashback; • Enhanced officer safety during training and in the field; • Lower liability for the Owner
Galvanized Steel Infrastructure & AR500 Hopper Baffle	<ul style="list-style-type: none"> • Extended lifetime; • No maintenance costs; • Integrated durable upper baffle to store excess ballistic rubber media
Ballistic Rubber Media - Pure SBR, one (1) inch average size; 99.99% free of fiber; no steel	<ul style="list-style-type: none"> • Extended lifetime; • Extended mining cycle; • Less flammable; • Less compaction; • Greater ability to mine and treat the rubber; • Recycled product
Ballistic Rubber Media (BRM) - Uncovered	<ul style="list-style-type: none"> • Allows for safe "tactical" training within 2 feet of trap; • Enhanced sound attenuation; • No covers to replace and therefore a cost savings to Owner; • Improved recovery of lead for a profit to the Owner
ELIxIR® - Treatment for BRM	<ul style="list-style-type: none"> • Will verifiably immobilize all lead particulate in the trap to less than 3ppm and well below the EPA threshold of 5ppm; • Protection of the environment; • Eliminate all employee health risks; • Elimination of Haz/Mat disposal costs; • No danger to wildlife, vegetation, waterways or protected lands; • Allows for trap construction in designated "Wetlands" areas; • Lower liability to the Owner
Gel-Cor® Treatment	<ul style="list-style-type: none"> • Minimizes fire hazard; • Eliminates dust during the mining cycle; • Lower liability to the Owner
Expanded Capabilities - Weapons use in a "tactical zone"	<ul style="list-style-type: none"> • Allows for the shooting of all pistol and rifle calibers below .50 Cal "tactically"; • Allows for 50BMG ball ammo from the 25 yard line or greater distances
Replacement parts	<ul style="list-style-type: none"> • None to replace; • On-going cost savings to the Owner
ELIxIR® & Gel-Cor® certifications	<ul style="list-style-type: none"> • Approved by the Department of Defense (DOD); • ELIxIR® is approved by the Environmental Protection Agency (CA-EPA) Toxic Substances Control (DTSC); • Results verified by a certified independent third party laboratory study; • Gel-Cor® has received a "Green Chemistry awards from the EPA.
Targetry	<ul style="list-style-type: none"> • Fastest 360° Fixed Lateral Turning Targets sold commercially; • Only self calibrating Turning Targets sold commercially; • Wireless communication reduces costs & provides for trainer / user flexibility
Change Orders - PTI self-initiated change orders since incorporation	None

Note: In addition to the above - PTI is a certified veteran owned small business with a CA Class B Contractors License # 800482



PARAGON
TACTICAL



