



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. 18-075:** Authorizing the City Manager to Purchase a Computer Aided Dispatch (CAD) to APSIN Interface from Pacific Applied Technology in the Amount of \$18,500.00 Page 3
 - b. **Action Memorandum No. 18-076:** Authorizing the City Manager to Negotiate and Execute a New Lease Agreement with Greg S. Lavin and Renee L. Hillier for a Lease on Block 3, Lease Lot 19, Palmer Municipal Airport for the Purpose of Establishing a Personal Use Aircraft Hangar Page 7
 - c. **Action Memorandum No. 18-077:** Accepting Commission Member John Lee's Resignation from the Airport Advisory Commission..... Page 45
2. Approval of Minutes of Previous Meetings
 - a. September 11, 2018, Regular Meeting Page 47

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation of a Proclamation to Rene King Recognizing October 23 as Kabuki Syndrome Awareness Day Page 51
2. Presentation from Aedene Arthur Regarding Avalanche Awareness Month
3. Presentation of a Proclamation Recognizing October, 2018, as National Fire Prevention Month Page 53

F. REPORTS

1. City Manager's Report
2. City Clerk's Report Page 55
3. Mayor's Report Page 59
4. City Attorney's Report
 - a. Open Meeting Act Presentation

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARING

1. **Action Memorandum No. 18-078:** Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License Nos. 119, 5638, and 5716 for Palmer City Alehouse, Located at 320 E. Dahlia Avenue..... Page 63

I. ACTION MEMORANDA

1. **Action Memorandum No. 18-079:** Approving a City Council Member to Serve on the Alaska Municipal League Board of Directors for a Term Starting November 2018 Page 79
2. **Action Memorandum No. 18-080:** Approving the Cancellation of the November 13, 2018, Regular Council Meeting Page 83

J. RECORD OF ITEMS PLACED ON THE TABLE

K. AUDIENCE PARTICIPATION

L. COUNCIL MEMBER COMMENTS

M. ADJOURNMENT

Tentative 2018 Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Oct 16	Special	6 pm	1 st Budget Public Hearing
Oct 23	Special	6 pm	Budget
Oct 23	Regular	7 pm	
Oct 30	Special	6 pm	Budget
Nov 6	Special	6 pm	Budget
Nov 13	Regular	7 pm	
Nov 20	Special	6 pm	Budget
Nov 27	Special	6 pm	Budget
Nov 27	Regular	7 pm	
Dec 4	Special	6 pm	Budget
Dec 11	Special	6 pm	Budget
Dec 11	Regular	7 pm	Budget Adoption (2 nd Public Hearing)

Attachment(s):

- Pacific Applied Technology / State of Alaska Contract

Summary Statement:

The City of Palmer Police Department operates the City of Palmer Emergency Dispatch Center. This center dispatches both the Palmer Police and Fire Departments. The Dispatch Center is also the Secondary Public Safety Answering Point for the Mat Su Borough. As part of their role in dispatching for the Palmer Police Department, the Dispatch Center uses the Alaska Public Safety Information Network, or APSIN.

APSIN is a State managed database providing critical law enforcement information including, but not limited to: driver's license information, want/warrant information, personal descriptors, address information, phone numbers, vehicle registration information, details about stolen property, missing person information, officer safety locates, and a host of other essential details the Palmer Police Department uses on an hourly basis. APSIN is used for almost every call for service the police department responds to.

The Dispatch Center also operates a Computer Aided Dispatch system, or CAD. CAD provides resource tracking, statistical data collection, mapping, intelligence gathering, and vital investigatory information. CAD is also used for practically every call to which the Palmer Police Department responds. Both CAD and APSIN are mission critical elements of the Dispatch Center and Police Department.

Currently, dispatchers are required to do double data entry into CAD and APSIN since the two systems do not interface with each other. However, an opportunity has arisen to eliminate this double entry and increase dispatch efficiency. In 2018 the Dispatch Center was forced to upgrade to new radio consoles since the old consoles were no longer supported. As part of that project a new CAD was also purchased. The new CAD, manufactured by Spillman, is capable of interfacing with APSIN, thereby eliminating the need for double data entry.

The interface is designed and maintained by Pacific Applied Technology. That organization is contracted by the State of Alaska, who runs APSIN, to supply the interface. Pacific Applied Technology is the sole vendor available from which to purchase it. Under Palmer Municipal Code 3.21.230 A 2, the contracting officer has determined that competitive source selection procedures are not required due to the price being quoted to the city is an extended price from the state contract.

Costs are a one-time fee of \$18,500.00 for initial activation followed by a maintenance fee of \$1,850.00 every year on July 1.

The initial activation fee is an allowable expense under the Equitable Sharing Program. Equitable Sharing is a federal program the Palmer Police Department participates in. Essentially, Equitable Sharing is a process by which drug seizure funds are distributed to law enforcement agencies who participate in certain Federal drug investigations. Those funds may then be used to support law enforcement operations or purchase equipment and services specified by Equitable Sharing rules. The Palmer Police Department has sufficient funds available in its Equitable Sharing fund balance to purchase the \$18,500.00 interface. The \$1,850.00 due on July 1 of subsequent years can also be paid from that fund or the Department's annual Services budget.

Administration's Recommendation:

Approve Action Memorandum No. 18-075

Contract Modification Number 18
To
LICENSE AGREEMENT FOR A CICS/VS INTERFACE
TO THE NATIONAL CRIME INFORMATION CENTER

(CA 20359 -- SAR 07585)

RECITALS:

WHEREAS, the State of Alaska, Public Safety Department, (hereinafter referred to as "State") and Pacific Applied Technology, Inc., a Washington corporation, whose address is 2008 C Street, Vancouver, Washington 98663 (hereinafter referred to as "PAT") have previously entered into a written agreement (dated August 18, 1983) which was subsequently modified by: I) A contract modification (dated March 7, 1984); II) By the State accepting a proposal from Pacific Applied Technology, Inc. (dated February 3, 1985); III) By Contract Modification Number Three (dated September 16, 1987); IV) Contract Modification Number Four (dated January 30, 1989); V) Contract Modification Number Five (dated February 23, 1990); VI) Contract Modification Number Six (dated August 3, 1990); VII) Contract Modification Number Seven (dated November 21, 1990); VIII) Contract Modification Number Eight (dated November 21, 1990); IX) Contract Modification Number Nine (dated February 19, 1991); X) Contract Modification Number Ten (dated February 7, 1992); XI) Contract Modification Number Eleven (dated September 8, 1992); XII) Contract Modification Number Twelve (dated December 18, 1992); XIII) Contract Modification Number Thirteen (dated May 6, 1993); XIV) Contract Modification Number Fourteen (dated March 8, 1996); XV) Contract Modification Number Fifteen (dated May 17, 1996), XVI) Contract Modification Number Sixteen (dated January 6, 1998); and, XVII) Contract Modification Number Seventeen (dated February 12, 2001). Hereinafter the "Basic Agreement" shall mean the agreement between the State and PAT of August 18, 1983, as previously modified by the 17 contract modifications mentioned above; and

WHEREAS, an important Public Safety function is providing the Alaska criminal justice community access to the State's IBM mainframe based Public Safety CICS; access to FBI's National Crime Information Center (hereinafter referred to as "NCIC") and access to the National Law Enforcement Telecommunications System (hereinafter referred to as "NLETS");

WHEREAS, increasingly local criminal justice jurisdictions within Alaska (hereinafter referred to as "Local Jurisdictions") are implementing local computer systems in support of said Local Jurisdictions (hereinafter referred to as "Local Computer Systems");

WHEREAS, for reasons of timeliness and accuracy it is desirable to provide functionality to allow users of Local Computer Systems to make inquiry of (and receive responses from) State, NCIC and NLETS related data bases using TCP/IP on a peer-to-peer basis;

WHEREAS, PAT has a software feature (hereinafter referred to as "PAT Regional Interface") which allows Local Computer Systems TCP/IP access to State, NCIC and NLETS via State's IBM mainframe based Public Safety CICS on a peer to peer basis;

WHEREAS, one copy of the PAT Regional Interface is required for each Local Computer System requiring TCP/IP access to State's IBM mainframe based Public Safety CICS on a peer to peer basis;

WHEREAS, Local Jurisdictions will acquire and implement software (at Local Jurisdictions expense) on Local Computer Systems such that the Local Computer Systems can establish compliant TCP/IP connections to the PAT Regional Interface on a peer to peer basis;

WHEREAS, once the Local Computer System establishes compliant TCP/IP connections; the Local Computer System will be able to send inquiries to (and receive responses from) State's IBM mainframe computer;

CHS.

WHEREAS, State CICS application software will require modification to construct suitable responses to the Local Computer System inquiries and request transmission of said responses using the PAT Regional Interface. Modifications to State's CICS application software is the responsibility of State (and at State expense);

WHEREAS, State also desires separate TCP/IP INTERFACES in an isolated test environment on State's IBM mainframe computer;

WHEREAS, PAT is willing to modify the INTERFACE to provide the PAT Regional Interface feature and also to provide test TCP/IP INTERFACES in an isolated test environment;

NOW THEREFORE, in consideration of the above and the following numbered promises, the parties modify the Basic Agreement by adding new provisions, starting with a new paragraph 86 as follows:

86. Date Contract Modification Entered Into.

This Contract Modification Number 18 entered into on 3/11/05, 2005, and effective as of that date.

87. Payment For Modifications.

In consideration of the INTERFACE modifications rendered hereunder, State agrees to pay PAT as follows:

A. Fourteen Thousand Four Hundred Twenty Seven Dollars (\$14,427.00) as a one time fee to set up test TCP/IP INTERFACES in an isolated test environment on State's IBM mainframe computer;

B. Eighteen Thousand Five Hundred Dollars (\$18,500.00) as a one time license fee for each copy of the PAT Regional Access Feature;

C. Effective October 1, 2005, an increase of One Thousand Four Hundred Forty Three (\$1,443.00) per year for annual warranty continuation for the test TCP/IP INTERFACES.

D. Effective October 1st of each calendar year, an increase of One Thousand Eight Hundred Fifty Dollars (\$1,850.00) per year for annual warranty continuation for each PAT Regional Interface Feature installed on State's computer system.

E. Payment (Items A, B, C and D above) shall be made within thirty (30) days following State's receipt of the invoice.

88. Survival of Basic Agreement.

In all other respects, the parties agree to remain bound by the Basic Agreement, the provisions of which are hereby incorporated herein by reference.

AGREED:

AGREED:

PACIFIC APPLIED TECHNOLOGY, INC.
2008 C Street
Vancouver, Washington 98663

STATE OF ALASKA



Vincent H. Scott, President



**City of Palmer
Action Memorandum No. 18-076**

Subject: Authorizing the City Manager to Negotiate and Execute a New Lease Agreement with Greg S. Lavin and Renee L. Hillier for a Lease on Block 3, Lease Lot 19, Palmer Municipal Airport for the Purpose of Establishing a Personal Use Aircraft Hangar

Agenda of: October 9, 2018

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




Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		9/20/18
_____	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: \$ 1,560.00

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>1,560.00</u>
<input type="checkbox"/>	Creates expenditure in the amount of:	\$ _____
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- Draft Lease Agreement 18-002 & Exhibit A
- Draft Memorandum of Lease
- Plot Plan

Summary Statement/Background:

Mr. Greg S. Lavin and his wife Renee L. Hillier a recently retired couple, Greg from the Department of Public Safety and Renee from teaching, wish to build a personal use hangar at the Palmer Municipal Airport. The couple reside in Chugiak and wish to become a part of our aeronautical community in Palmer.

The couple have ask Mark LaCrosse of LaCrosse and Associates to be their general contractor on the project. Mr. LaCrosse is a very experienced and well respected general contractor whose previous work includes the Cruz hangar at PAQ.

This fall, Mr. LaCrosse will utilize Fisher Brothers Excavation to clear and grub the lot and then begin building construction efforts in the spring of 2019. Due to hangar configuration preferences and to reduce development costs, the couple has requested their new hangar development occur on the previously dedicated aeronautical campground lot which was just seeded with grass seed. The couple will pay to have the aeronautical campground development recreated in the center lot (LL 20) as part of the cost of this project by Fisher Brothers Excavation. This contractual clause has been formalized under section 7.1 (B) in the attached draft lease agreement.

Administration's Recommendation:

To approve Action Memorandum No. 18-076 Authorizing the City Manager to Negotiate and Execute a New Lease Agreement with Greg S. Lavin and Renee L. Hillier for a lease on Block 3, Lease Lot 19, Palmer Municipal Airport for the purpose of establishing a personal use aircraft hangar.



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

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

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DRAFT



City of Palmer

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

**PALMER MUNICIPAL AIRPORT
LEASE AGREEMENT No. 1X-XXX**

This LEASE AGREEMENT is made and entered into this _____ (date), by and between the City of Palmer, a municipal corporation organized and existing under its charter and the laws of the State of Alaska, hereinafter referred to as the "Lessor", and **Greg S. Lavin and Renee L. Hillier**, hereinafter referred to as the "Lessee".

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

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

ARTICLE I - PREMISES, TERM AND RENTALS

Section 1.1 Premises and Purpose

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

**Palmer Municipal Airport, Block 3, Lease Lot 19
Containing 0.55 acres or 24,000 square feet, more or less
See Attached "Exhibit A"**

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

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

Section 1.2 Term and Renewal

- A. The term of the lease shall be for a period of **20 years**, commencing on the **10th day of October 2018 (the "Commencement Date")** and ending on the **31st day of September of 2038**, subject to the terms of provisions hereof.
- B. Provided Lessee fully and faithfully performs all of the covenants and conditions contained herein for the term of the Lease, Lessor may approve an **additional period of 20 years** at the expiration of this Lease so that the **total number of years available to Lessee is 40 years**. As with the initial term at the start of and continuing through the renewal period,

1. The rental rate will continue to be subject to changes as provided in Section 1.4 "Rent Adjustment,";
 2. The renewal insurance provision as provided in Section 4.3 will apply along with any other changes made in accordance with Section 4.3;
 3. The Lease will be subject to such other and further changes as are deemed necessary by Lessor for the reasonable protection of Lessor;
 4. In addition, if this Lease is renewed, it shall be subject to all provisions of the Palmer Municipal Code and to the City's Regulations that pertain to the Airport in effect at the time of the renewal or amended thereafter. Including but not limited to the current airport regulations.
- C. To renew this Lease, Lessee must comply strictly with the following:
1. Not more than 24 months nor less than 12 months before the end of the term of this Lease, the Lessee must indicate in a signed writing delivered to the Palmer City Manager, the Lessee's request to exercise the option to renew this Lease.
 2. If Lessee fails to notify Lessor within said time period, this Lease shall be deemed terminated at the scheduled expiration date.

Section 1.3 Rent

- A. Lessee shall pay to the Lessor as rent during the term hereof the sum \$1,560.00 per year, payable annually in advance without demand, beginning July 1, 2019 and continuing on the same day of each and every year thereafter during the term of the lease at the office of the Lessor set forth in Section 7.8 or at such other place as the Lessor may designate in writing. (Rent is derived as follows: (24,000 square feet X \$0.065 cents per square foot)
1. In addition, Lessee shall pay the prorated amount from execution of lease to June 30, 2019 for \$1,127.28 ($\4.27×264 days), Less the \$500.00 lease application fee received on September 19, 2018 and a \$1,200.00 lot development credit to be applied to the prorated portion and the annual sum due July 1, 2019 or initial prorated sum of \$987.28 due July 1, 2019. ($\$1,127.28 + \$1,560.00 = 2,687.28 - \$1,700.00 = \987.28)
 2. Failure to pay rent by the thirtieth day after the due date shall obligate the Lessee to pay a late charge of \$100.00, which sum is agreed to a reasonable estimate of the Lessor's damages for late rental payments and shall not be construed as a penalty or a limitation on Lessor's remedies.
 3. This late charge is in addition to a 12 percent daily interest rate. ($0.12\% / 365 = .00033 \times \$1,560.00 = \$0.52$ cents per day)
- B. All rent shall be payable in current legal tender of the United States. Payment may be tendered by check, but payment shall not be made in fact until such check has been honored by the drawee bank. The tender of payment by check within the time provided shall be deemed sufficient to meet any due date only if the check is subsequently honored by the drawee bank and the Lessor subsequently receives the legal tender required by this Lease. Any subsequent dishonor and non-receipt of rent payment shall constitute a default of this Lease.
- C. The extension of time for the payment of any installment of rent, or the acceptance by the Lessor of any money other than of the kind herein specified, shall not be a waiver of the right Lessor to insist on all other payments of rent to be made in the manner and at the time herein specified. The acceptance by the Lessor of a past due installment payment shall not waive the Lessor's right as to any other default or breach of the Lease.

- D. The rent herein specified shall be net to the Lessor and such payment shall not be subject to any abatement, deduction or off set (except as otherwise provided in this Lease).
- E. All taxes, charges, costs, expenses, utilities and assessments which the Lessee is required to pay hereunder, and all damages, costs and expenses which the Lessor may incur by reason of any default of the Lessee or failure on the Lessee's part to comply with the terms of the Lease, shall be deemed to be additional rent and in the event of nonpayment by the Lessee, the Lessor shall have all the rights and remedies with respect thereto that the Lessor has for the nonpayment of the basic rent.

Section 1.4 Rent Adjustment

- A. It is the intent of the parties that the Palmer Municipal Airport be a self-sustaining facility and operate without any support from the general fund of the Lessor.
- B. The rent shall be subject to adjustment at five (5) year intervals to achieve fair market rent, the first adjustment date is five (5) years following the annual payment. The rent shall be adjusted as follows:
 - 1. Six (6) months prior to the termination of the initial five (5) year period and any subsequent five (5) year period, Lessor shall propose the rent for the next five (5) year period of the lease term and the parties hereto may, by mutual agreement, set the rent for the five (5) year period. The basis of the initial proposed new rent for the next five (5) year term will be the accumulated increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, semiannual averages, all items index for the Anchorage, AK. Local area, based upon 2015 as a base year. Additional factors for the basis of the initial proposed new rent will include, but are not limited to; the comparative leasing rate of similar airports in the Alaskan market place, as well as local and state economic conditions and the airports' vacancy rates.
 - a. If an agreement is not reached ninety (90) days prior to the end of the current five (5) year period, the fair market rental value of the premises shall be determined by an appraiser selected by the lessor who shall (a) be a member of The American Institute of Real Estate Appraisers, and (b) have experiencing in appraising properties similar to the premises. (The "Qualified Appraiser"). The cost of the initial appraisal shall be born equally between Lessor and Lessee. If either the Lessor or Lessee or both shall disapprove of the fair market rental of the premises as thus determined, the dissatisfied party(s) may then designate another Qualified Appraiser who shall conduct a second (or additional) independent appraisal(s) of the premises and the fair market rental of the premises shall be determined to be the average of the two appraisals. The cost of the additional appraisal shall be borne by the dissatisfied party. In the event that both the Lessor and the Lessee are both dissatisfied with the original appraisal than the cost of, the second appraisal shall be borne equally between the Lessor and Lessee.
 - 2. Lessor's failure to timely start this rent adjustment procedure does not affect the rent adjustment, other than that the rent shall not be adjusted for the period before Lessor starts the procedure for each five-year period.
 - a. If, for example, Lessor starts the rent-adjustment procedure for the first time on the first day of the seventh year of the lease term, then the rent shall remain unchanged for the previous six years.

- b. Any adjustment in Section 1.4 would start as of the first day of the seventh year and remain in effect through year ten when Lessor could again start the rent-adjustment procedure.
- C. During the pendency of any determination of fair market rent, Lessee shall pay the rent last in effect for the Premises until such determination has been made. Any deficiency between the rent so paid and the adjusted rent retroactive to the beginning of the period for which it is due shall be paid within thirty (30) days of being billed to Lessee with interest from the original due date of such rent at the rate highest rate allowed by law for debts under \$25,000 or twelve percent (12%) per annum, whichever rate is lower.

Section 1.5 Determination of Fair Market Rent

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

ARTICLE II - IMPROVEMENTS

Section 2.1 Improvements

- A. Promptly after the execution and delivery of this Lease, and as hereinafter more particularly provided, the Lessee at its own cost and expense shall cause plans and specifications to be prepared for the construction of the following building, structures and improvements to be placed on the leased Premises, hereinafter referred to as "Improvements".
 - 1. Improvements consist of: 60' x 60' Wood Framed Aircraft Hanger
 - 2. 6,500 square foot paved apron
 - 3. Utilities of: Water, Sewer, Electric, Natural Gas
- B. Failure to timely complete the improvements shall constitute a condition of default.
- C. The improvements shall fully comply with all applicable federal, state, and municipal laws and regulations, including but not limited to federal, state, and municipal building, fire, construction and safety codes and zoning regulations and requirements.

Section 2.2 Plans and Specifications

- A. The Lessee at its own cost and expense shall have prepared conceptual plans for improvements and shall prepare and submit them to the Department of Community Development and the Airport Manager on or before February 15, 2019. The conceptual plans shall have a site plan, building floor plan, all four building elevations and the improvements to be constructed.

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

Section 2.3 Conceptual Plans

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

Section 2.4 Final Plans

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

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

Section 2.5 Airport Manager's Approval

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

Section 2.6 Compliance with part 77 FAR

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

Section 2.7 Commencement of Construction

If the Lessee has not commenced construction of the Improvements by, on or before June 15, 2019, the Lessor shall have the right at Lessor's option to terminate this Lease on thirty (30) days written notice.

Section 2.8 Completion of Construction

- A. The Lessee shall have completed construction of the Improvements by, on or before September 31, 2020.
- B. The construction shall be completed when the Improvements have been substantially completed and are capable of the use for which they were intended.
- C. If the Lessee has not completed the construction by the scheduled completion date the Lessor shall have the right, at Lessor's option, to terminate the Lease on ten days written notice.

Section 2.9 Liens

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

Section 2.11 Performance Guarantee

- A. The work, of \$100,000, as described in this lease document shall not begin until the Lessee or Lessee's contractor has provided to the Lessor a performance guarantee in the form of a performance bond, escrow, an irrevocable letter of credit, or deed of trust in an amount equal to 110% of the estimated cost of the Improvements to be accomplished, which guarantees the completion of the work by Lessee or Lessee's contractor in accordance with the plans and specifications approved by Lessor and guarantees the payment by Lessee or Lessee's contractor of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work.
- B. The work, if funded by an Alaskan Financial Institution on behalf of the Lessee of \$100,000, as described in this lease document shall not begin until the Lessee's Financial

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

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

Section 2.12 Inspection

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

Section 2.13 Non-Responsibility

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

Section 2.14 As Built Plans

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

Section 2.15 Improvements Subject to Reversion or Removal

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

Section 2.16 Alterations and Other Improvements

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

Section 2.17 Pavement/Utility Services

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

ARTICLE III - USE OF THE LEASED PREMISES

Section 3.1 Airport Purposes

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

- K. Lessee shall not use or allow the Premises or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, or rule or regulation concerning the operation or use of Palmer Municipal Airport.

Section 3.2 Compliance with Laws

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

Section 3.3 Hazardous Materials

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

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

Section 3.4 Americans with Disabilities Act

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

Section 3.5 Reservations and Exceptions

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

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

- A. This Lease shall be subordinated to the provisions of any existing or future agreements between the Lessor and the United States, relative to the operation or maintenance of Palmer Municipal Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of Palmer Municipal Airport.
- B. In connection therewith, the Lessor has undertaken and may in the future undertake certain obligations respecting its operation of Palmer Municipal Airport and activities of its

contractors, Lessees and permitted thereon. The performance by Lessee of the covenants, promises and obligations contained in this Lease is therefore a special consideration and inducement to this Lease. Lessee further covenants and agrees that if the administrator of the Federal Aviation Administration, or any other governmental official or body having jurisdiction over the enforcement and the obligations of the City in connection with the Federal or State aid, shall make any orders, recommendations or suggestions respecting the performances by Lessee of its obligations under this Lease, Lessee shall promptly comply therewith, at the time or times when and to the extent that the Lessor may direct.

Section 3.7 Aircraft on Premises

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

Section 3.8 Discriminatory Acts Prohibited

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

Section 3.9 Affirmative Action

- A. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of

any program or activity covered in this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessor that any similarity will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- B. The Lessor upon ten (10) days' notice to the Lessee of any violation of subsection A shall request that the Lessee either correct or justify any practice or charge alleged as a violation. In any proceeding whatsoever, the burden of justification requirement of subsection A. The Lessee within ten (10) days after receipt of the notice, shall comply with the request or submit to the Lessor its justification in writing. The Lessor shall submit its findings and decision as to any alleged violation within fifteen (15) days after receipt of the Lessee's justification, and such findings and decision of the days of its objections to any request for compliance or to any adverse findings and decision, the Lessee shall waive any defense that the alleged violation is justified.
- C. The Lessor, at its option, may forthwith terminate this Lease without any liability to Lessee thereunder for any failure by Lessee without justification to comply with Lessor's request for compliance within the time set forth in the request of the findings and decision to correct the alleged violation.

Section 3.10 Maintenance of Premises

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

Section 3.11 Signs

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

Section 3.12 Improvements and Alterations

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

- A. Prior to commencing construction, renovation, enlargement, demolition, or modification of leasehold improvements now or hereafter existing on the Premises, Lessee shall submit to the Airport Manager plans and specifications for such work (including plans for landscaping and irrigation, if any) and Timeline for various phases of work.
- B. The Airport Manager shall approve or disapprove such plans and specifications and accompanying Timeline at his or her sole discretion.
- C. Upon Lessee's receipt of the Airport Manager's written approval of such plans and specifications, Lessee agrees to construct the proposed leasehold improvements in strict accordance with such plans and specifications and Timeline.
- D. The Airport Manager's approval of submitted plans and specifications shall not constitute the assumption of any liability by Lessor for their compliance or conformity with applicable building codes, zoning regulations, and city borough, state and federal laws, ordinances and regulations, or for their accuracy, and Lessee shall be solely responsible for such plans and specifications.
- E. The Airport Manager's approval of plans and specifications shall not constitute a waiver of Lessor's right to therefore require Lessee to amend the same to provide for any corrections or omissions needed to comply with applicable building codes, zoning regulations, city, borough, state or federal laws, ordinances or regulations.
- F. The review and approval required by Section 3.12 is in addition to any other review and approval needed for any required building permits or similar authorizations.
- G. Lessee shall obtain all necessary licenses and permits to accomplish any of the work described in Section 3.12. Nothing in this Lease is intended to limit or restrict the City of Palmer in the exercise of its police power, authority to enforce building, fire and other safety codes, laws, ordinances, or regulations.
- H. Lessee agrees to comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations prior to the construction of the Improvements and prior to the construction of any future building or structure situated on the Premises.
- I. Any contract or agreement for labor, services, materials or supplies furnished in connection with construction or alteration of any improvement to the Premises shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Premises or the improvements.
- J. Before the commencement of any such work, Lessee shall deliver to Lessor either an executed duplicate original of such contract or a written waiver by the architect, engineer, contractor, material man, mechanic, person or corporation named in such contract of all right of lien which he or it might otherwise have upon or against the Premises, or the improvements to be constructed or altered, or the interest of Lessor therein.
- K. Lessee hereby warrants to Lessor that the Premises and all such other improvements thereto, shall be free and clear of all liens, claims and encumbrances and agrees to indemnify, defend and hold Lessor harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees and appellate attorneys' fees, with respect thereto.
- L. If any lien or notice of lien on account of the alleged debt of Lessee or lien or notice of lien by any party engaged by Lessee or Lessee's contractor to work on the Premises shall be filed against the Premises or improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, order of court or competent jurisdiction or otherwise.
- M. The work, in excess of \$100,000, as described in this lease document shall not begin until the Lessee or Lessee's contractor has provided to the Lessor a performance guarantee in the form of a performance bond, escrow, an irrevocable letter of credit, or deed of trust

in an amount equal to 100% of the estimated cost of the Improvements greater than \$100,000 to be accomplished, which guarantees the completion of the work by Lessee or Lessee's contractor in accordance with the plans and specifications approved by Lessor and guarantees the payment by Lessee or Lessee's contractor of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work.

- N. All alterations, buildings, structures or other improvements placed on the Premises by Lessee shall be subject to section 7.6 of this Lease.

Section 3.13 Quiet Possession

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

Section 3.14 Lessee's option to Terminate

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

Section 3.15 Lessor's Option to Terminate

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

Section 3.16 Right of Entry and Access

- A. Lessee hereby grants to Lessor, its contractors, employees, agents and assigns, the irrevocable right, permission and authority to enter into and upon all or part of the Premises for the purpose of:
 - 1. Inspecting the Premises;
 - 2. Cleaning, repairing, maintaining, altering or improving the Premises as Lessor may deem necessary;
 - 3. Abating any nuisance or hazardous condition on the Premises, and/or
 - 4. Preserving and/or protecting the Premises.

- B. It is understood and agreed that the entry and access may affect the use of the Premises from time to time. Lessor shall use reasonable efforts to coordinate any anticipated access or utility or other interruptions with Lessee in an attempt to reasonably reduce the effect of any disruption of Lessee's enjoyment and use of the Premises.
- C. The right of access and entry reserved herein does not impose, nor does Lessor assume by reason thereof, any responsibility for the care, maintenance or supervision of the Premises. Lessee shall not be entitled to any abatement or reduction in rent by reason of Lessors access and/or entry nor shall such access or entry be deemed an actual or constructive eviction.

Section 3.17 Lessor's Improvements

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

Section 3.18 Aviation Easement

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

Section 3.19 Right-of-Way and Easement

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

ARTICLE IV - TAXES, INDEMNIFICATION, AND INSURANCE

Section 4.1 Taxes, Assessments, and Utilities

- A. Lessee, in addition to the rentals provided for herein, shall pay when due (and before delinquency) all taxes, utility fees, assessments, and charges upon the Premises, the

leasehold interest, and upon buildings, improvements and property thereon, which are assessed or charged at any time during the term.

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

Section 4.2 Indemnification

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

Section 4.3 Insurance

- A. Lessee, at its own expense, shall secure and maintain in full force at all times during the term of this Lease:
 - 1. Commercial general liability. Commercial general liability insurance with a single occurrence liability limit of \$1,000,000 and an aggregate of \$2,000,000 insuring against liability of Lessee, its officers, contractors, licensees, agents, employees, guests, invites and authorized representatives, arising out of and/or in connection with Lessee's use or occupancy of the Premises; or
 - 2. Airport premises liability. Airport premises liability insurance on an occurrence basis with a single combined liability limit of not less than \$1,000,000 occurrence and \$2,000,000 aggregate limit for bodily injury and property damage.
 - 3. If applicable, third-party aircraft liability insurance with a single combined liability limit of not less than \$1,000,000 per occurrence;
 - 4. Commercial property insurance in the amount of replacement costs.
 - 5. The Lessor reserves the right to require Lessee to provide pollution insurance as warranted by the proposed use of the Premises.
- B. This insurance required under this Section shall:
 - 1. Name the Lessor as an "additional insured"
 - 2. Contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice;
 - 3. Be with an insurance company qualified to do business in the State of Alaska with a financial rating of at least "A" as rated in current Best's Insurance Reports;
 - 4. Include a waiver of subrogation clause by which the insurer waives all rights of subrogation against the Lessor for payments made under the policy; and

5. Not contain a damage deductible for each and every loss that exceeds \$10,000.
- C. Lessee shall provide Lessor with proof of insurance coverage in the form of a certificate of insurance, and if requested by the Lessor, Lessee shall provide Lessor with a copy of the policy(ies). Failure to maintain such insurance in effect shall constitute grounds for immediate termination of this lease. Lessor may at its option purchase said insurance and charge the expense thereof to Lessee, which expense Lessee shall assume and pay.
- D. To reasonably protect itself, Lessor may adjust these minimum insurance requirements and add types of insurance or both by giving Lessee written notice of such adjustment ninety (90) days prior to the expiration of each five (5) year interval of the term of this Lease. Lessor may also adjust these minimum insurance requirements at any time if Lessee's use of the Premises changes, and in such event, Lessor shall give Lessee thirty (30) days written notice of such adjustment.
- E. The requirements of insurance coverage do not relieve Lessee from any other obligation under this Lease.

ARTICLE V - ASSIGNMENT AND SECURITY INTERESTS

Section 5.1 Assignment and Subletting

- A. Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Premises or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises without first obtaining Lessor's prior written consent. Lessor will not unreasonably withhold its consent; provided, however, if Lessor does unreasonably withhold its consent, Lessor shall not be liable for any damages, costs or attorney's fees arising therefrom.
1. Lessor may condition its consent upon such terms as are in its best interest, including but not limited to matters regarding laws, insurance, risks, Lessee's defaults or past practices, risks attributable to assignee, etc., but Lessor may not condition its consent upon raising the rent other than as already allowed under this Lease.
 2. Any assignment, encumbrance or sublease without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default.
 3. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this section.
- B. If Lessee is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of any partner or partners, member or members owning twenty-five percent (25%) or more of the partnership or LLC in one or more transactions, or the dissolution of the partnership or LLC, shall be deemed a voluntary assignment.
- C. If Lessee is a corporation any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of Lessee in one or more transactions, or the sale of twenty-five percent (25%) of the value of the assets of Lessee in one or more transactions without immediate replacement with assets of equal or greater worth, shall be deemed a voluntary assignment.
- D. Lessee hereby irrevocably assigns to Lessor, as security for Lessee's obligations under this Lease, all rent from any subletting of all or a part of the Premises, and Lessor, as assignee and attorney-in-fact for Lease, may collect such rent and apply it toward Lessee's obligations under this Lease, except that, until the occurrence of an act of default by Lessee, Lessee shall have the right to collect such rent as it becomes due, one payment period at a time, which payment period may never exceed one year.

- E. Lessee may not charge a sub-lessee a rent rate that changes from year to year, other than changes that result directly from changes made by Lessor, and Lessee shall never have the right to collect or receive rent in advance of when it is due. If the sub-lessee pays Lessee in advance and Lessor collects rent hereunder, then the sub-lessee must pay the advanced rent to Lessor and sub lessee may retrieve the advanced rent from Lessee. Neither this section nor collection of any such rent by Lessor shall be deemed to be Lessor's approval of any such sublease.
- F. If, as a result of an assignment or sublease, the Premises will be used for purposes other than as set forth in section 3.1 herein. The consent of the Palmer City Council and the FAA, if applicable, must be obtained. It is the policy of the city council to discourage non-aviation related uses. Additionally, if incremental revenues over and above the Lessee's Lease payments will be realized from the sublease or assignment pertaining to non-aeronautical uses, Lessor may raise Lessee's existing rent to fair market value at the time of the approval of the sublease.
- G. All assignment instruments shall include language whereby Assignee expressly assumes and agrees to pay the obligations of Lessee under this Lease.
 - 1. No assignment shall release or diminish the obligations of any Lessee or any Guarantor for performance of Lessee's obligations hereunder and Lessee shall remain liable as if no assignment were made.
 - 2. Lessee and Assignee will be jointly and severally liable for such obligations.
 - 3. Neither this section nor any payment of rent by such Assignee shall be deemed to be Lessor's approval of any such assignment.
- H. All sublease instruments shall provide that the sublease is subject to all of the terms, covenants and conditions of this Lease.
- I. Lessee agrees to pay to Lessor \$500 for any request by Lessee for Lessor to consent to any assignment or subletting by Lessee.

Section 5.2 Mortgage and Encumbrances

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

ARTICLE VI - DEFAULT AND ENFORCEMENT

Section 6.1 Default Defined

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

- A. Failure to pay the rent provided herein, or any part thereof, or other charge due hereunder, for a period of ten (10) days after written notice of such failure is given by Lessor to Lessee;
- B. Failure to perform the obligations set forth in Sections 3.8, 3.9, and 3.10 hereof, after any notice required by those sections;

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

Section 6.2 Lessor Remedies on Default

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

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

4. Any other amount, full reasonable attorney's fees and court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.
- D. "The worth at the time of the award," used in this section, is to be computed by allowing interest as determined by the current bond rating from State of Alaska Municipal Bond Bank plus 5%. The "time of the award" is the date the Lessee is notified of the termination of the lease by the Lessor. Such notification shall be done by certified mail.
 - E. Upon any termination of Lessee's right to possession only without termination of this Lease, Lessor may, at the Lessor's option enter into the Premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as provided in this section, without such entry and possession terminating this Lease or releasing Lessee, in whole or in part, from any obligation, including Lessee's obligation to pay the rent, including any amounts treated as additional rent hereunder, for the full term.
 - F. Upon termination of Lessee's right to possession, Lessor may, but need not, relet the Premises or any part thereof for such rent and upon such terms as Lessor in its sole discretion shall determine (including, but not limited to, the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises) and Lessor shall not be required to accept any tenant offered by Lessee or to observe any instructions given by Lessee about such reletting.
 - a. In any such case, Lessor may make repairs, alterations and additions in or to the, Premises, and Lessee shall, upon demand, pay the cost thereof, together with Lessor's expenses of reletting.
 - b. If the consideration collected by Lessor upon any such reletting plus any sums previously collected from Lessee are not sufficient to pay the full amount of all rent, including any amounts treated as additional rent here under and other sums reserved in this Lease for the remaining term hereof, together with the costs of repairs, alterations, additions, and Lessor's expenses of reletting and the collection of the rent accruing therefrom (including attorneys' fees), Lessee shall pay to Lessor the amount of such deficiency upon demand and Lessee agrees that Lessor may file suit to recover any sums falling due under this subpart from time to time.
 - E. Lessor may, at Lessor's option, enter into and upon the Premises, with or without process of law, if Lessor determines in its sole discretion that Lessee is not acting within a commercially reasonable time to maintain repair or replace anything for which Lessee is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Lessee agrees to reimburse Lessor, on demand, as additional rent, for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.
 - F. Any and all property which may be removed from the Premises by Lessor pursuant to the authority of this Lease or of law or in equity, to which Lessee is or may be entitled, may be handled, removed and stored, as the case may be, by or in the direction of Lessor at the risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof.
 1. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Lessor's possession or under Lessors control.
 2. Any such property of Lessee not retaken by Lessee from storage within thirty (30) days after removal from the Premises shall conclusively be presumed to have been conveyed by Lessee to Lessor under this Lease as a bill of sale without further

payment or credit by Lessor to Lessee; provided, however, Lessor may disclaim as to any item or items and the effect of such disclaimer will be that the item or items never became the property of Lessor.

- G. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent, additional rent or other sum due to Lessor, hereunder or of any damages accruing to Lessor by reason of the terms, provisions and covenants herein contained.
- H. No act or thing done by Lessor or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or an acceptance of the surrender of the Premises shall be valid unless in writing signed by Lessor.
- I. No judicial action shall be necessary to terminate this Lease.
- J. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.
- K. Lessors acceptance of the payment of rental, including any amount treated as additional rental, or other sums hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Lessor so notifies Lessee in writing.
- L. Forbearance by Lessor to be deemed or construed to constitute a waiver of such default or of Lessor's right to enforce any such remedies with respect to such default or any subsequent default.
- M. If, on account of any breach or default by Lessee in Lessee's obligations under the terms and conditions of this lease, it shall become necessary or appropriate for Lessor to employ or consult with an attorney concerning this Lease or enforce or defend any of Lessor's rights or remedies hereunder, Lessee agrees to pay any attorneys' fees and appellate attorneys' fees so incurred.
- N. Lessor shall not be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon such reletting.

Section 6.3 Lessor's Failure to Enforce and Nonwaiver

- A. Failure by the Lessor to insist the strict performance of any term, condition or covenant of this Lease or to exercise any right or remedy available on a breach thereof, and acceptance of full or partial rentals during the continuance of any such breach shall not constitute a waiver of any such breach or any such term, condition or covenant.
- B. Terms, conditions or covenants of this Lease required to be performed by the Lessee, and breach thereof, shall not be waived, altered or modified, except by written instrument executed by the Lessor.
- C. Waiver of any breach shall not affect or alter any term, condition or covenant of this Lease, and each such term, condition or covenant shall continue in full force and effect with respect to any other then existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by the Lessor as provided in this Lease.

ARTICLE VII - GENERAL COVENANTS

Section 7.1 Condition and Status of Premises

- A. Lessee acknowledges that Lessee has examined the Premises and accepts same in its present condition without any representation or warranty, express or implied in fact or by

law, by the Lessor as to the title, nature, condition or usability of the Premises for the purposes set forth in this Lease, all of said warranties being hereby expressly property **as-is** in its present condition, together with all faults.

- B. For the benefit and convenience of Lessee to lease PMA lease lot 19, which was previously dedicated and under development as an aeronautical campground, Lessee agrees, at their own cost, to reconstruct already completed campground improvements to a similar or higher standard on PMA lease lot 20. Improvements consisting of selected tree and stump removal, selected ground coverage vegetation removal, the import of sufficient top soil to recreate a smooth camping surface with a minimum of six (6) adequate tent camp sites with additional room for four (4) picnic tables and three (3) fire rings. Adequate grass seed to be applied in spring.
- C. Lessee agrees to provide written notice to Lessor immediately upon Lessee becoming aware or having a reasonable belief:
 - 1. That the Premises or any adjacent property is being, may be, or has been contaminated with any Hazardous Materials, or
 - 2. Of the existence of any Hazardous Materials in, within, on or near the Premises or adjacent property.

Section 7.2 Risk of Loss

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

Section 7.3 Repair or Rebuilding

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

Section 7.4 Condemnation

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

Lessee may be put for Lessee's moving expenses and for the interruption of or damages to Lessee's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Lessor.

Section 7.5 Surrender of Premises

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

Section 7.6 Reversion or Removal of Buildings and Improvements

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

Section 7.7 Holdover

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

Section 7.8 Notices

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

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

Lessee's address: Greg S. Lavin and Renee L. Hillier
24853 Teal Loop
Chugiak, AK. 99567

Section 7.9 Rights or Remedies

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

Section 7.10 Successors in Interest

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

Section 7.11 Applicable Law and Forum

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

Section 7.12 Recordation of Lease

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

Section 7.13 Severability

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

Section 7.14 Construction

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

7.15 Gender and Plurality

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

Section 7.16 Joint and Several Liability

The obligations of each Lessee are joint and several.

Section 7.17 Entire Agreement

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

LESSOR: CITY OF PALMER

By: _____
Nathan E. Wallace, City Manager

Date: _____

NOTARY

STATE OF ALASKA)

)ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 2018, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, to me known and known to me to be the identical individual described in and who executed the within and foregoing LEASE AGREEMENT as City Manager of the City of Palmer, freely and voluntarily on behalf of the City of Palmer for the uses and purposes therein mentioned.

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

Notary Public in and for Alaska

My commission expires: _____

LESSEE: Greg S. Lavin and Renee L. Hillier

By: _____
Greg S. Lavin
By: POA Renee L. Hillier

Date: _____

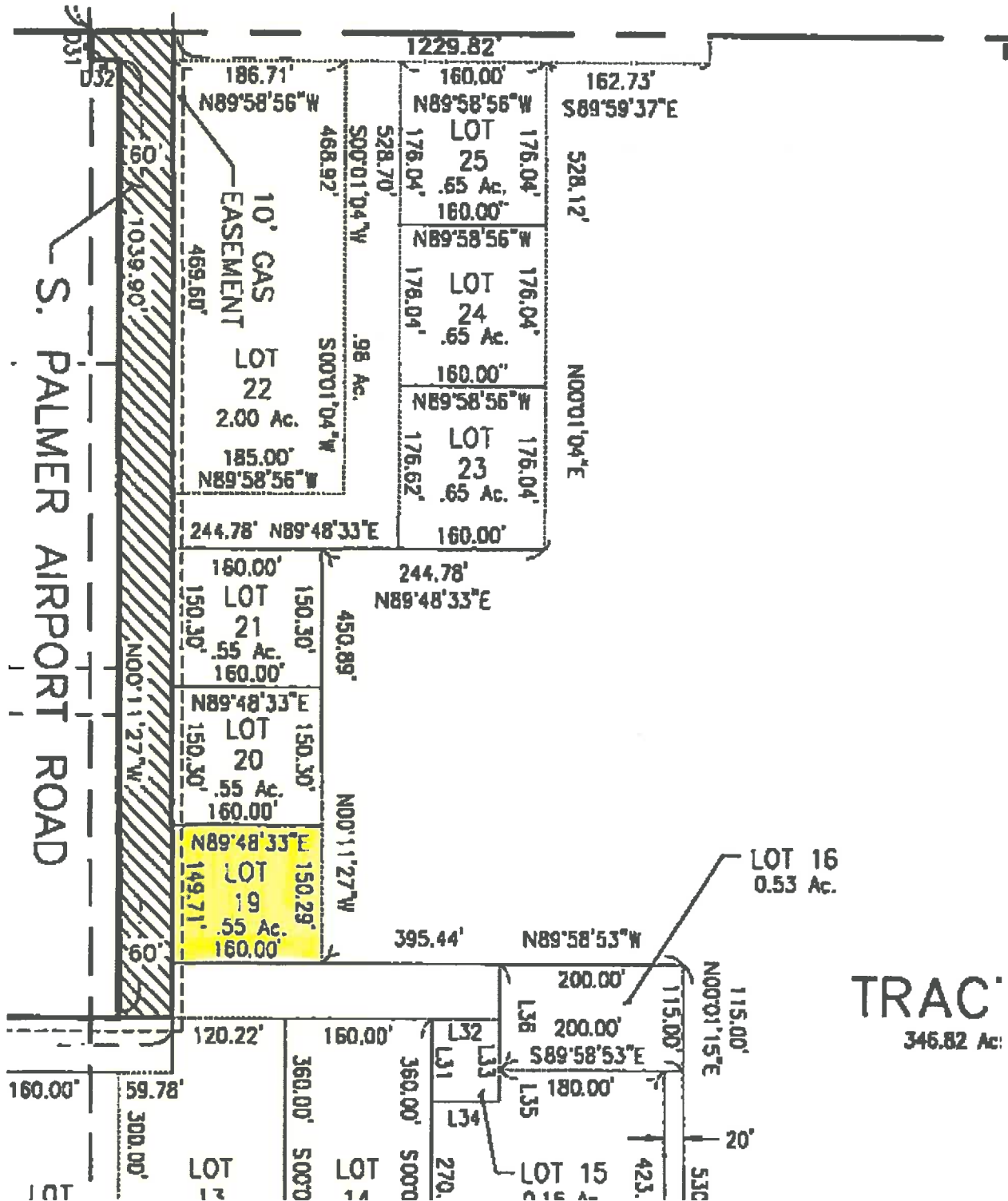
By: _____
Renee L. Hillier

Date: _____

EXHIBIT "A"

PMA LEASE NO. 18-002

PALMER MUNICIPAL AIRPORT: BLOCK 3, LEASE LOT 19





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

**PALMER MUNICIPAL AIRPORT
MEMORANDUM OF LEASE AGREEMENT No. 18-002**

This is a Memorandum of Lease Agreement No. 18-002 made and entered into as of this _____ day of _____, 2018, by and between the City of Palmer, a municipal corporation organized and existing under its charter and the laws of the State of Alaska, hereinafter referred to as the "Lessor", and **Greg S. Lavin and Renee L. Hillier**, hereinafter referred to as the "Lessee". Agree upon the following terms:

1. **Lease.** The provisions set forth in a written Lease Agreement No. 18-002 between the parties hereto dated the _____ day of _____ 2018, are hereby incorporated by reference into this Memorandum.

2. **Demised Premises.** The Demised Premises, which are the subject of The Lease Agreement No. 18-002, are more particularly described as follows:

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

Palmer Municipal Airport, Block 3, Lease Lot 19
Containing 0.55 acres or 24,000 square feet, more or less
See Attached "Exhibit A"

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

3. **Commencement Date of Lease.** The Lease Agreement shall be deemed to have commenced **on October 10, 2018** as set forth within the terms of the Lease. The Term of the Lease Agreement shall be 20 years from the Commencement Date as stated in the written Lease. The initial term shall commence on the date hereof and terminate on **September 31, 2038**. Provided Lessee fully and faithfully performs all of the covenants and conditions contained herein for the term of the Lease, Lessor may approve an additional period of 20 years at the expiration of this Lease so that the total number of years available to Lessee is 40 years. As with the initial term at the start of and continuing through the renewal period.

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

5. **Notices.** Any notices required to be sent in accordance with the terms of this Lease Agreement No. 18-001, including legal process, shall be sent in writing by registered or certified mail, to the parties at the following addresses unless otherwise notified in writing and deemed to be received when so sent:

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

Lessee's address: Greg S. Lavin and Renee L. Hillier
24853 Teal Loop
Chugiak, AK. 99567

6. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease Agreement No. 18-002; it being distinctly understood and agreed that said Lease Agreement No. 18-002 constitutes the entire lease and agreement between Lessor and the Lessee with respect to the Demised Premises and is hereby incorporated by reference. The Lease Agreement No. 18-002 contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease and addendum. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease Agreement No. 18-002. In the event of any inconsistency between the terms of the Lease Agreement 18-002 and this instrument, the terms of the Lease Agreement No. 18-002, shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

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

LESSOR: **CITY OF PALMER**

By: _____
Nathan E. Wallace, City Manager

Date: _____

LESSEE: **Greg S. Lavin and Renee L. Hillier**

By: _____
Greg S. Lavin by POA Renee L. Hillier

Date: _____

By: _____
Renee L. Hillier

Date: _____



GAS EASEMENT

160'

NATURAL VEGETATION

35'

GAS

WATER

10x12 DECK

SEWER

60x60
WOOD FRAME
HANGAR
28' T.O.R.

60'

150'

60x40 APRON

60x24 TAXI

SNOW STORAGE

MEP

YUKON AVE.

AIRPORT ROAD

SITE PLAN. LOT 19 PALMER MUNICIPAL AIRPORT

OWNER: GREG LAVIN

SCALE = 1" = 30'

**City of Palmer
Action Memorandum No. 18-077**

Subject: Accepting Commission Member John Lee's Resignation from the Airport Advisory Commission

Agenda of: October 9, 2018

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

Originator Information:

Originator: Mayor DeVries via City Clerk

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:

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

This legislation (√):

- 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):

➤ None

Summary Statement/Background:

Palmer Charter Chapter II Section 2.9 requires the City Council to approve resignations by members of boards and commissions.

John Lee has submitted his resignation effective September 27, 2018.

The Clerk's Office has begun the advertising process to fill the vacancy created by the resignation and will forward applications to the Mayor for nomination and to the council for confirmation.

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on September 11, 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
Steve Carrington
David Fuller
Pete LaFrance

Richard W. Best, Deputy Mayor
Sabrena Combs
Linda Combs

Staff in attendance were the following:

Nathan Wallace, City Manager
Michael Gatti, City Attorney (participated telephonically)

Norma I. Alley, MMC, City Clerk
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. Introduction of **Ordinance No. 18-006**: Amending Palmer Municipal Code Title 17 by Repealing Chapter 17.88 and Section 17.08.038 Bed and Breakfast and Enacting Chapter 17.89 Short Term Rentals
2. Approval of Minutes of Previous Meetings
 - a. August 14, 2018, Regular Meeting

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

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

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation of a Proclamation to Meghan DeLand Recognizing September as Global Pulmonary Fibrosis Awareness Month.

Mayor DeVries read and presented a proclamation to Meghan DeLand. Mrs. DeLand thanked Mayor DeVries and the City Council for bringing awareness to the disease.

2. Presentation from the American Society of Civil Engineers Recognizing the City of Palmer Airport Runway Improvement Project.

Incoming President Tor Anderzen announced the Palmer Airport was chosen as the recipient of the "2017 Project of the Year" for the innovative and sustainable way Palmer completed the project and presented the award to Airport Superintendent Frank Kelly and Mayor DeVries. Airport Superintendent Kelly thanked President Anderzen for the award and stated the project was a collaboration of many people and was grateful for everyone's effort.

F. REPORTS

1. City Manager's Report

City Manager Wallace highlighted his written report and provided follow up on a citizen concern regarding the coping of identification for utility billing.

2. City Clerk's Report

City Clerk Alley highlighted her written report and announced Absentee Ballot Applications had increased due to outreach from the Clerk's Office, and extended an invitation for Council Members to attend Wasilla Head Start Open House on September 20.

3. Mayor's Report

Mayor DeVries highlighted her written report and announced a Neighborhood Watch Meeting at the Borough on September 12 at 6:00 p.m.

4. City Attorney's Report - None.

G. AUDIENCE PARTICIPATION

Mr. Stew Graham MTA Government Affairs Representative, stated MTA desired a stronger relationship with local government and he planned on attending meetings to serve as a liaison between MTA and the community.

Mr. Mike Chmielewski thanked the Council for reviewing a short-term rental policy, hoped more could be done, and asked the language to be easier to understand.

H. PUBLIC HEARING

1. **Resolution No. 18-020:** Appropriating \$61,000.00 for Public Safety Building Repair and Related Improvements and Authorizing the City Manager to Negotiate and Execute a Contract with Goertz Construction, Inc. for the Repair and Improvements to the Public Safety Building in an Amount Not to Exceed \$150,000.00

Mayor DeVries opened the public hearing on Resolution No. 18-020. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

City Manager Nathan Wallace stated the repairs were needed before the area became unsafe and funds were coming from many sources; including grant funds.

The Council took a recess from 7:37 to 7:47 p.m.

Main Motion: To Approve Resolution No. 18-020

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

- 2. **Resolution No. 18-021:** Authorizing the City Manager to Accept and Execute a Grant in the Amount of \$487,200.00 from the Federal Aviation Administration for Airport Snow Removal Equipment Purchase, Appropriating \$503,700.00 for Airport Snow Removal Equipment, and Authorizing the City Manager to Execute Two Contracts for the Purchase of Snow Removal Equipment for Airport Operations with NC Machine in the Amount of \$266,920.83 and Bob's Services in the Amount of \$247,784.25

Mayor DeVries opened the public hearing on Resolution No. 18-021. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

City Manager Wallace stated the equipment would solely be used for the airport, kept on the airport property, and managed by the airport superintendent.

Main Motion: To Approve Resolution No. 18-021

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

I. ACTION MEMORANDA - None.

J. RECORD OF ITEMS PLACED ON THE TABLE

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

K. AUDIENCE PARTICIPATION - None.

L. COUNCIL MEMBER COMMENTS

Council Member S. Combs encouraged all to enjoy the Homecoming football game.

Council Member Fuller thanked Fire Chief McNutt for the September 11 memorial display in front of the fire station.

Council Member L. Combs asked everyone to spread the word for early voting and stated she enjoyed the sister city visit and display at the museum.

M. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:59 p.m.

Approved this ____ day of _____, 2018.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



PROCLAMATION

RECOGNIZING PALMER KABUKI SYNDROME AWARENESS DAY

WHEREAS, Kabuki Syndrome is a rare illness first described in Japan in 1967 and became a formal diagnosis in 1981; and

WHEREAS, Kabuki Syndrome is a rare genetic disorder occurring in approximately 1 in 32,000 births worldwide with 3 residing in Alaska currently; and

WHEREAS, children and adults affected by Kabuki experience a variety of symptoms, some of which may include: mild to moderate intellectual impairment, growth delays, low muscle tone, feeding difficulties, heart defects, skeletal abnormalities, visual and/or hearing impairments and autistic-like behaviors. Kabuki effects individuals across racial, ethnic, and socioeconomic lines; and

WHEREAS, the lack of knowledge, combined with the issues that multiple symptoms can present, has a particularly detrimental effect on the diagnosis and treatment of Kabuki Syndrome; and

WHEREAS, the lack of public knowledge and understanding of the disease plays a significant role in the overwhelming numbers of undiagnosed and untreated cases of Kabuki Syndrome, and the dissemination of inaccurate, misleading information contributes to the obstacles preventing diagnosis and treatment of the disease; and

WHEREAS, the All Things Kabuki organization provides and promotes awareness, education and support for those touched by Kabuki Syndrome.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Palmer, Alaska, do hereby recognize the need for heightened Kabuki Awareness, encourage our citizens to gain a better understanding of the disease and declare October 23, 2018, as **Kabuki Syndrome Awareness Day** in the City of Palmer.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Palmer to be affixed on this 9th day of October, 2018.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



PROCLAMATION

RECOGNIZING PALMER FIRE PREVENTION MONTH

WHEREAS, the City of Palmer is committed to ensuring the safety and security of all those living in and visiting our City; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk to fire; and

WHEREAS, the Palmer Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, working smoke alarms cut the risk of dying in home fires; and

WHEREAS, Palmer residents who have planned and practices a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, the 2018 Fire Prevention Month theme, “Look. Listen. Learn. Be aware. Fire can happen anywhere!” reminds us about the three basic but essential steps to take to reduce the likelihood of having a fire – and how to escape safely.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Palmer, Alaska, do hereby designate October, 2018, as **Fire Prevention Month** throughout the City of Palmer, and encourage our citizens to focus on creating and practicing an escape plan to keep their loved ones safe.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Palmer to be affixed on this 9th day of October, 2018.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



Norma I. Alley, MMC
City Clerk

Phone: (907) 745-3271
 Direct: (907) 761-1321
 Fax: (907) 761-1340

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 October 9, 2018, Council Meeting

1. Boards & Commissions Attendance Spreadsheets

The monthly attendance spreadsheets are attached for:

- a. AAC
- b. BED
- c. PRCRAB - Cancelled for September
- d. P&ZC

2. Upcoming Events

Below is a list of upcoming events on the City Clerk's Office radar. Please let us know if you are aware of any other events and if you are or are not planning on attending one of the events below:

Name of Event	Date	Time	Location
MSBSD 2018 School Tour	10/23	8:45 A	Career Tech. High School

3. Tentative Upcoming Meetings

Tentative Future Meeting Schedule			
Meeting Date	Meeting Type	Time	Notes
Oct 16	Special	6 pm	1 st Budget Public Hearing
Oct 23	Special	6 pm	Budget
Oct 23	Regular	7 pm	
Oct 30	Special	6 pm	Budget
Nov 6	Special	6 pm	Budget
Nov 13	Regular	7 pm	
Nov 20	Special	6 pm	Budget
Nov 27	Special	6 pm	Budget
Nov 27	Regular	7 pm	
Dec 4	Special	6 pm	Budget
Dec 11	Special	6 pm	Budget
Dec 11	Regular	7 pm	Budget Adoption (2 nd Public Hearing)

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		✓	✓	✓	✓		✓	E	✓			
Helmericks		✓	✓	✓	✓		✓	✓	✓			
Weaver		✓	✓	E	E		✓	E	E			
Momarts		✓	✓	E	✓		✓	✓	✓			
Jardine		✓	✓	✓	✓		✓	E	✓			
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		✓	✓	✓	E	✓			
Christopher	✓	✓	U	✓		✓	E	✓	E	✓			
Hunt	✓	✓	✓	✓		✓	✓	✓	✓	✓			
Kincaid	✓	E	✓	✓		✓	✓	✓	✓	✓			
Koppenberg	✓	✓	✓	✓		✓	✓	E	✓	✓			
Turney	E	✓	✓	✓		✓	✓	✓	✓	E			
Silva	✓	✓	✓	✓		✓	✓	E	✓	✓			
Best	✓	✓	✓	✓		E	✓	✓	✓	✓			

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

Planning & Zoning Advisory Commission Members

PMC 2.20.010.A. There is created a city planning and zoning commission which shall consist of seven members who shall be nominated by the mayor and confirmed by the city council. All members must be residents of the city.

Seat	Commission Member	Term Expires
A	Gena Ornquist	Oct. 2020
B	Richard Benedetto	Oct. 2019
C	Andrew Corbin	Oct. 2018
D	Kristy Thom Bernier	Oct. 2019
E	Dan Lucas	Oct. 2020
F	David Petty	Oct. 2018
G	Rhonda Wohlbach	Oct. 2018

PMC 2.20.321.C. Cause for removal. In addition, a commissioner may be removed by the council if, during any 12-month period while in office: 1) The commissioner is absent from three regular meetings without excuse; or 2) The commissioner is absent from six regular meetings.

2018 Attendance Record

Commissioner	Jan	Feb	Mar *	Apr **	Apr	May	Jun *	Jul	Aug	Sep	Oct	Nov	Dec *
Benedetto	E	✓		✓	✓	✓		✓	✓	✓			
Corbin								✓	✓	✓			
Lucas	✓	✓		✓	✓	✓		✓	✓	✓			
Ornquist	✓	✓		E	E	✓		✓	E	✓			
Petty	✓	✓		✓	✓	✓		✓	✓	✓			
Thom Bernier	✓	✓		✓	✓	✓		✓	E	E			
Wohlbach								✓	✓	E			

2017 Attendance Record

Commissioner	Jan	Feb	Mar	Apr **	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec *
Benedetto												✓	
Lucas	✓	*	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Ornquist	✓	*	✓	✓	✓	✓	✓	✓	✓	✓	E	✓	
Petty	✓	*	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Thom Bernier	✓	*	✓	✓	E	✓	E	✓	✓	E	✓	✓	

* Meeting Cancelled
 ** Special Meeting
 ✓ – Present

E – Excused Absence
 U – Unexcused Absence
 V – Vacant

S:\CityClerk\Boards and Commissions\PZC\Attendance Reports\Attendance Report PZC 2018-09.docx

Mayor's Memo

Council Meeting report – October 9, 2018

NOTES AND UP COMING EVENTS

Agenda Setting Meeting – October 11

Back Country Bikes – re-opening – October 10

Job Corp Workforce luncheon – October 25

October 4 – Mat Su College 60th Anniversary

Greater Palmer Chamber Fund Raiser – October 13

Alaska Municipal League – November 12 – 16 (council meeting for November 13 will be cancelled.)

State House Resources 2018 Food Security Subcommittee held a public meeting on Monday, October 1, 2018, in Palmer at MTA. The goal of this interim subcommittee is to create priorities for what the State of Alaska can do to build a stronger food system and encourage a vibrant entrepreneurial food economy. More discussions will be held and notes from the meeting will be available. Also, it was on Facebook live so available there also.

We had several applications for our upcoming vacant positions on our Boards and Commission. So glad that so many people who love Palmer are willing to get involved.

We want and value your input and participation.

Edna DeVries Mayor

907-355-9933 edevries@palmerak.org

Norma Alley

From: Nils Andreassen <nils@akml.org>
Sent: Tuesday, October 02, 2018 11:55 AM
To: Nils Andreassen
Cc: Betty Svensson; Shawn Myers
Subject: Draft AML Position Statement - for member review
Attachments: Draft 2019 AML Principles, Priorities and Positions.pdf

Attached please find AML's proposed 2019 Principles, Priorities and Position Statements.

Please note that while the format is different than in prior years, the Position Committee has captured all of the past content and updates brought forward at our Summer Meeting.

- Principles – these are long-standing and fundamental beliefs that AML holds when evaluating any policy or legislative action
- Priorities – these are proposed areas that AML will focus on during the upcoming legislative session
- Positions – these are issue-specific positions that AML may take during the legislative process or in discussion with agency officials

Upon member approval, staff will work with the legislative position committee to develop policy briefs for each statement, which will supplement our legislative advocacy. These will provide background information and an analysis of municipal impacts.

If you have questions, please feel free to call me at 907-351-4982, or email me.

Position Statement Guidelines

The DRAFT 2019 Position Statement is sent to all member municipalities prior to the AML Annual Business meeting in November. For changes to be considered, resolutions supporting a change must be received in the AML office electronically by email, mail or fax, no later than Friday, November 2, 2018. Resolutions for changes to this document will not be accepted after this date.

The Position Committee shall debate and act upon each resolution for final recommendations to the membership during the Position Committee meeting on November 14, 2018. If the Position Committee does not accept the submitted resolution, the member's governing body may bring it to the floor at the General Session on November 16, 2018 for discussion. Those resolutions accepted by the Position Committee shall also be discussed during the General Session on November 16, 2018 for incorporation into the Position Statement.

The amended Position Statement shall be voted on by the full membership at the AML Business Meeting to be held on the morning of November 16, 2018.

Note: These resolutions are separate from the Action Resolutions (due on October 5) that AML adopts to further a specific "issue" during the Legislative or Congressional session.

Nils Andreassen
Executive Director, Alaska Municipal League
One Sealaska Plaza, Suite 200, Juneau, AK 99801
Direct (907) 790-5305 or Cell (907) 351-4982
"Strengthening Alaska Municipalities"



AML Principles

- Support the Alaska Constitution’s mandate “to provide for maximum local self-government.”
- Support policies that reduce tax burdens on local government and reimburse for State-mandated exemptions.
- Support State revenue-sharing as an investment in and support for municipal governance.
- Support adequate State funding for basic public services and infrastructure, such as: education, public safety, health, emergency services, and transportation that is necessary for strong and vibrant municipalities.
- Oppose unfunded and underfunded State or Federal legislative and administrative mandates.
- Oppose any efforts to reduce local revenues and local revenue authorities.
- Oppose State or Federal policies that shift responsibilities to local governments without a negotiated agreement that includes adequate and full annual funding.

Draft AML 2019 State of Alaska Legislative Priorities

- Support the pursuit of additional State revenue options, including a broad-based tax
- Support PERS changes to include termination studies, periodic evaluation of and beneficial adjustment to the 2008 salary floor, and increased opportunity for stressed communities to leave PERS without penalty.
- Support additional investments into Community Assistance, including a long-term solution.

Draft AML 2019 Federal Congressional Priorities

- Support full funding for and recalculation of small community population caps for PILT payments to Alaska municipalities.
- Support federal PILT payments, timber receipts, funding for Safe and Secure Rural Schools, and infrastructure investments.
- Oppose underfunding of Federal Assistance Programs including Medicaid, transportation, SNAP, Medicare, Head Start, Title 1 Grants, WIC, CHIP, etc.

Draft AML 2019 Legislative Position Statements

Municipal Governance (Title 29)

- Support increased capacity within and professionalization of State tax assessment.
- Support improvements to records retention, public records access, and public notice.
- Support issuance of a municipal impact fiscal note within proposed legislation.

Community Assistance and Revenue Sharing

- Support a baseline floor of \$60 million annually, and encourage a long-term, sustainable solution.
- Support a method to waive debt, forgive loans, or otherwise bolster “stressed” communities.

PERS/TRS Changes

- Support amendments to termination studies and penalties for leaving PERS/TRS.
- Support the development of a pathway to decrease overall unfunded liability.
- Oppose any cost shift of the State “on behalf” payment over 22%.

Fiscal Policy

- Support agency and programmatic efficiency and right-sizing, but oppose cost-shifting to municipalities and eliminating essential services.
- Support the development of a broad-based tax to increase state revenue.

Public Safety

- Increase officer recruitment and retention.
- Support and strengthen the VPSO program.
- Support state efforts to decrease access to and impacts from opioids.

Economic Development

- Support increased investment in diversification and small business development.
- Support increased investment in training and workforce development.
- Support state responsiveness to local economic development planning.

Education

- Support early childhood education, career and technical education, and preparing, attracting and retaining qualified educators.
- Support for accountability and assessment that meets federal requirements and maximizes local control.
- Oppose any reduction in school funding and support investment in infrastructure and deferred maintenance.

Fisheries

- Support for appropriately funded DF&G and increased investment in fisheries research and outreach.
- Support continued investment in port and harbor infrastructure.
- Support an active role in federal fisheries management, and clean water, as well as transboundary negotiations.

Energy

- Support for vetting of and investing in energy projects, processes and programs that decrease energy costs

Transportation

- Support the establishment of an Alaska Transportation Fund that can be used to match or supplement federal funding, and invest in multi-modal transportation infrastructure.

Minerals

- Support responsible resource development and the reduction of investment barriers alongside improved environmental risk management.
- Oppose additional state tax on mineral development and support robust local government property, or payment in lieu of, taxes.

Water, Wastewater and Sanitation

- Support increased State investment in maintenance and infrastructure upgrades.

**City of Palmer
Action Memorandum No. 18-078**

Subject: Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License Nos. 119, 5638, and 5716 for Palmer City Alehouse, Located at 320 E. Dahlia Avenue

Agenda of: October 9, 2018

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

Originator Information:

Originator: Norma Alley, City Clerk

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:

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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature:

Attachment(s):

- Notice for License No. 119 – Transfer of Controlling Interest
- Notice for License No. 5638 – Transfer of Controlling Interest
- Notice for License No. 5716 - Duplicate
- Application and Floor Plan for License No. 5716
- Review Form

Summary Statement/Background:

Palmer City Alehouse has applied for a transfer of controlling interest for their current Liquor License Nos. 119 and 5638 and a duplicate Liquor License No. 5716 to serve on the lawn. State law requires local governing bodies (per AS 04.21.080, this is defined as the City Council) to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

The application for License Nos. 119 and 5638 is to change the controlling interest from Matthew Tomter to Steven Dike.

In accordance to AS 04.11.090(e), a duplicate license is required if there is a regularly maintained fixed bar in a separate room from which alcohol is served or sold to members of the public. The Palmer Alehouse is intending to set up a second bar outside on the lawn; therefore, applied for Liquor License No. 5716.

As of the date of packet publication, the City Clerk's Office had not received any written comments or phone calls from the public expressing concern or support for this application.

Administration's Recommendation:

To approve Action Memorandum No. 18-078 directing the City Clerk to notify the State of Alaska of the City Council's statement of non-objection to Liquor License Nos. 119, 5638, and 5716 for Palmer City Alehouse.



September 6, 2018

City of Palmer
Attn: City Clerk
Via Email: cityclerk@palmerak.org
Cc: mwhisenhunt@matsugov.us

License Type:	Beverage Dispensary	License Number:	119
Licensee:	Palmer City Alehouse, LLC		
Doing Business As:	Palmer City Alehouse		

- New Application**
 Transfer of Ownership Application
 Transfer of Location Application
 Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



September 6, 2018

City of Palmer
Attn: City Clerk
Via Email: cityclerk@palmerak.org
Cc: mwhisenhunt@matsugov.us

License Type:	Beverage Dispensary – Duplicate	License Number:	5638
Licensee:	Palmer City Alehouse, LLC		
Doing Business As:	Palmer City Alehouse		

- New Application**
 Transfer of Ownership Application
 Transfer of Location Application
 Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

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Sincerely,

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



September 6, 2018

City of Palmer
Attn: City Clerk
Via Email: cityclerk@palmerak.org
Cc: mwhisenhunt@matsugov.us

License Type:	Beverage Dispensary – Duplicate	License Number:	5716
Licensee:	Palmer City Alehouse, LLC		
Doing Business As:	Palmer City Alehouse		

- New Application**
 Transfer of Ownership Application
 Transfer of Location Application
 Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

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Sincerely,

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **detailed floor plan** of the proposed designated and undesignated areas of the licensed business and a **menu** or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Palmer Alehouse, LLC		
License Type:	Beverage Dispensary	License Number:	119,5638 \$ 5716
Doing Business As:	Palmer City Alehouse		
Premises Address:	320 E. Dahlia Avenue		
City:	Palmer	State:	AK ZIP: 99645
Contact Name:	Steve Dike	Contact Phone:	907.360.7765

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- Dining after standard closing hours: AS 04.16.010(c)
- Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- Employment for persons 16 or 17 years of age: AS 04.16.049(c)



NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY			
Issue Date:	Transaction #:	BRE:	



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Additional Information

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

8am - 2am 7 days a week

Are any forms of entertainment offered or available within the licensed business or on the proposed designated portions of the premises?

Yes No

If "Yes", describe the entertainment offered or available:

Television & Occasional Live Music

Food and beverage service offered or anticipated is:

table service buffet service counter service other

If "other", describe the manner of food and beverage service offered or anticipated:

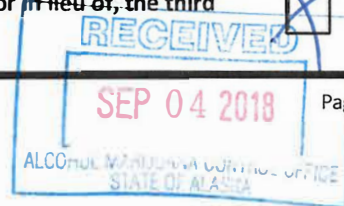
Is an owner, manager, or assistant manager 21 years of age or older always present on the premises during business hours?

Yes No

Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the third page of this form that meet the requirements of this form.

Yes No





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-02 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.

See Attached



Palmer Alehouse LLC
Dba Palmer City Alehouse
320 E. Dahlia Avenue
Palmer, AK 99645

9/2/2018

SECURITY PLAN

The Palmer City Alehouse does not allow unaccompanied minors on the outdoor lawn drinking area when live music events are occurring.

The entire outdoor area is surrounded by signs that inform unaccompanied minors that they are not allowed and that they could be subject to a fine for ignoring the warning.

All people being served alcohol are I.D. prior to being served unless the bartender pouring knows they are of age or it is obvious by looking at them that they are at least 30 years old.

We have an alcohol control officer (employee) walking the outdoor area verifying alcohol consumption rules are enforced during outside music events.

Steve Dike, Managing Member
Current Licensee

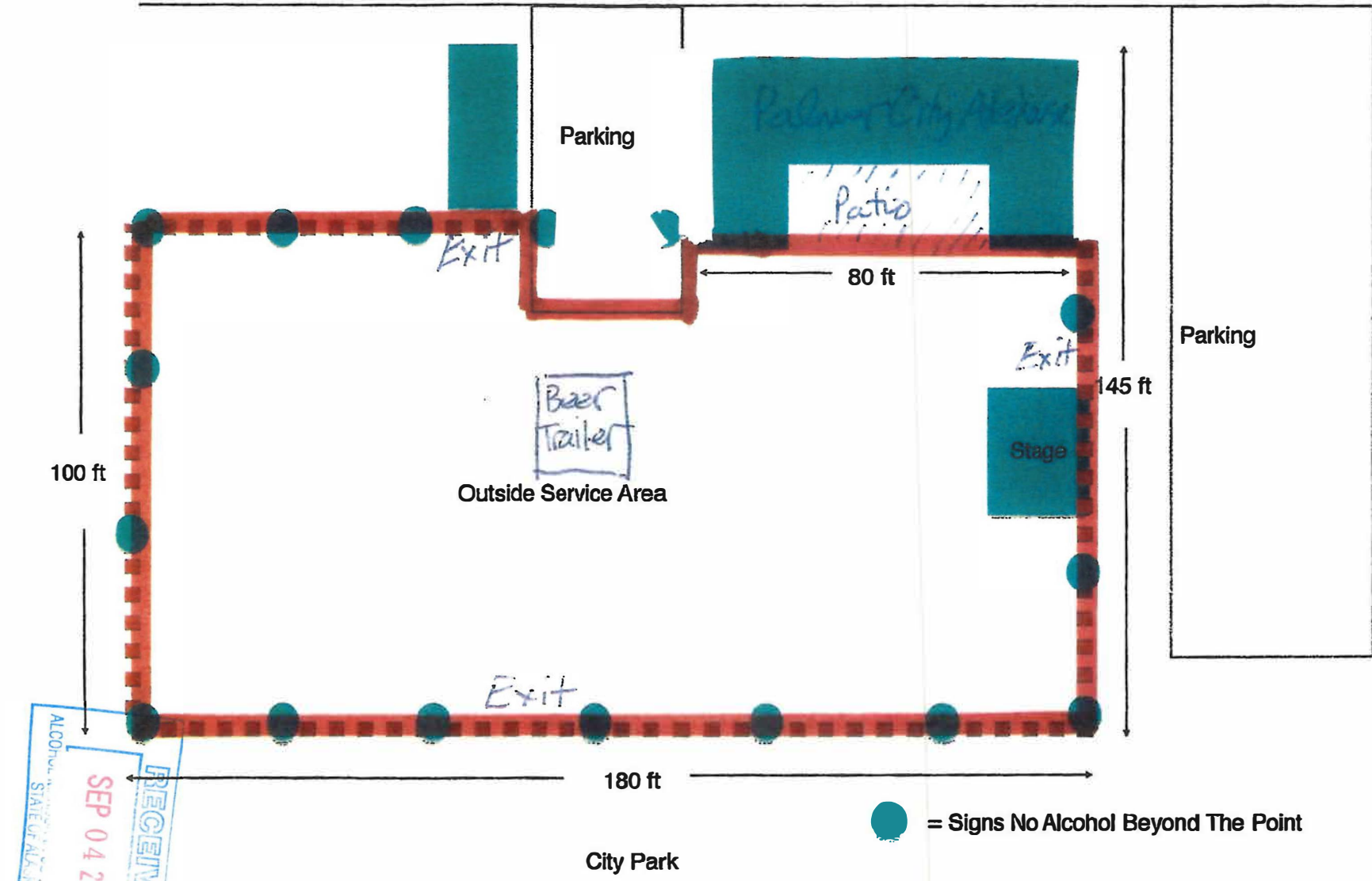


Palmer City Alehouse

320 East Dahlia Avenue

New Duplicate
5716

320 Dahlia Street Avenue

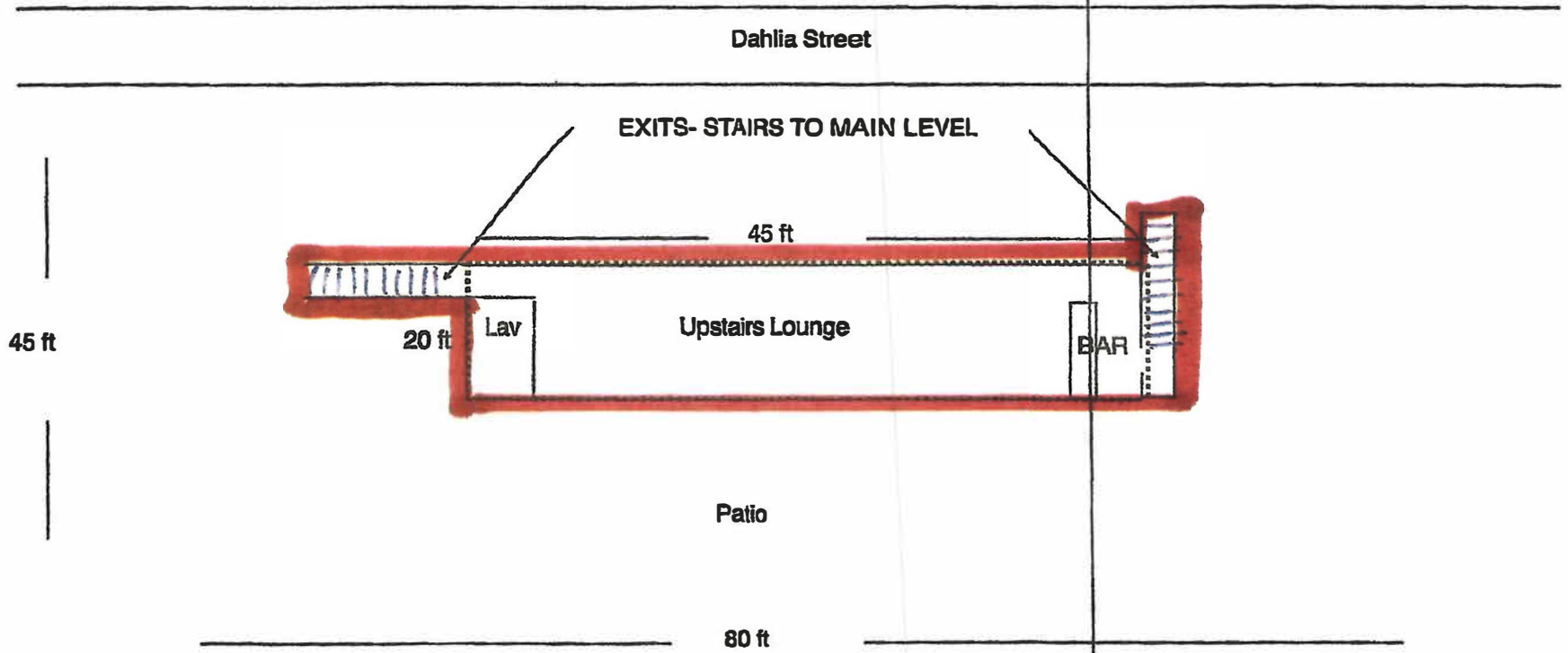


ALCOHOL REGULATORY DIVISION
STATE OF ALASKA
SEP 04 2019
RECEIVED

Palmer Alehouse LLC (UP STAIRS)
DBA Palmer City Alehouse
320 E. Dahlia, Palmer Alaska 99645
new

■ = Building Exits

Duplicate License # 5638



RECEIVED
SEP 04 2010
ALCOHOL SERVICE

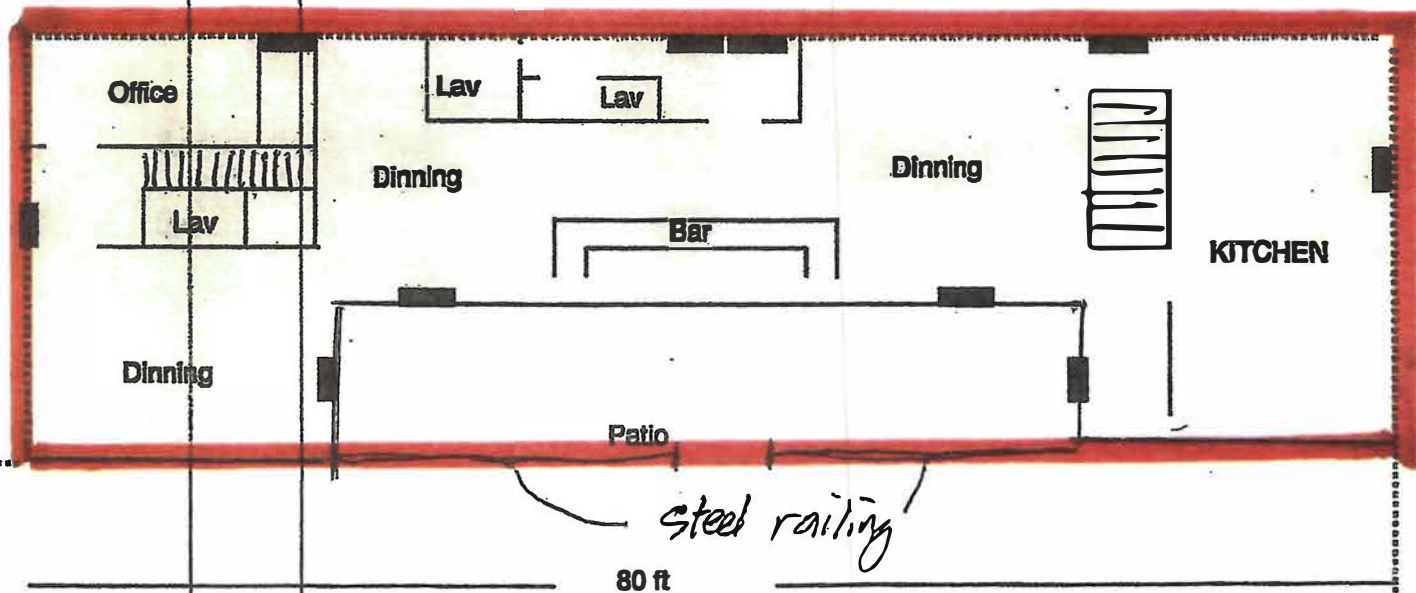
Palmer Alehouse LLC (MAIN FLOOR)
DBA Palmer City Alehouse
320 E. Dahlia, Palmer Alaska 99645

■ = Building Exits

License 119
main area

Dahlia Street

45 ft



Outside Service Area- See Outside Diagram





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.

sd

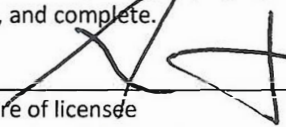
I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.

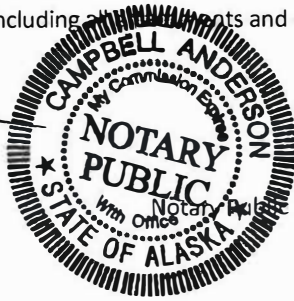
sd

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

sd

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.


Signature of licensee




Signature of Notary Public

Steven Dike
Printed name of licensee

in and for the State of ALASKA

My commission expires: 2/28/2022

Subscribed and sworn to before me this 4 day of SEP, 2018

Local Government Review (to be completed by an appropriate local government official):

Approved Disapproved

Signature of local government official

Date

Printed name of local government official

Title





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Enforcement Recommendations:

AMCO Director Review:

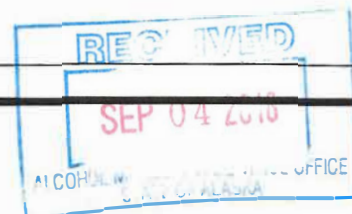
Approved Disapproved

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:



√City of Palmer • Liquor License Review Form

BUSINESS NAME: Palmer City Alehouse
LICENSE TYPE: Beverage Dispensary
LOCATION: 320 E. Dahlia Avenue

OWNER: Palmer Alehouse, LLC

Route to: Department of Finance

Department of Finance

Sales Tax Current: √ Yes No

If no, explain: _____

Utilities Current: √ Yes No

If no, explain: _____

Special Assessments Current: √ Yes No

If no, explain: _____

Other Comments: _____



Finance Director

09/21/18

Date

Route to: Department of Community Development

Department of Community Development

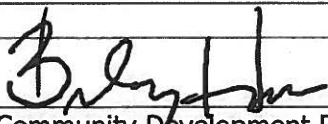
Code Compliant: √ Yes No

If no, explain: _____

Fire Compliant (Plans Review): √ Yes No

If no, explain: _____

Other Comments: _____



Community Development Director

9/24/18

Date

Route to: Police Department

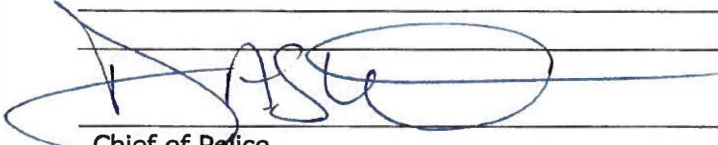
Police Department

Code Compliant: ✓

Yes No

If no, explain:

Other Comments:



9-24-18

Chief of Police

Date

Route to: City Manager's Office

City Manager's Office

Citizen Comments: ✓

Yes No

If yes, explain:

Other Comments:



9/24/18

City Manager

Date

Route to: City Clerk's Office

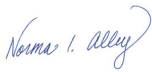
City Clerk's Office

Citizen Comments: ✓

Yes No

If yes, explain:

Other Comments:



September 24, 2018

City Clerk

Date

FORWARD TO COUNCIL FOR AGENDA OF: October 9, 2018

**City of Palmer
Action Memorandum No. 18-079**

Subject: Approval of a City Council Member to Serve on the Alaska Municipal League Board of Directors for a Term Starting November 2019

Agenda of: October 9, 2018

Council Action: **Approved** **Amended:** _____
 Denied

Originator Information:

Originator: Norma I. Alley, City Clerk

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u> X </u>	Finance	<u><i>[Signature]</i></u>	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	_____
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>Norma I. Alley</i></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **3,200.00 per position**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 3,200.00 per position
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-02-10-6024
- Not budgeted

Director of Finance Signature: *[Signature]*

Attachment(s):

- AML Board Election Webpage

Summary Statement:

The Alaska Municipal League (AML) Board of Directors is comprised of several positions. Up for election this year, which a Palmer Council member can apply for, is First Vice-President (due to a vacancy), Second Vice-President, Director District 4 and Director At-Large. Per the AML Articles of Incorporation Article VI, Section 4, the position's terms are as follows:

- First Vice-President is a three-year term (succeeds to the position of President and Immediate Past President);
- Second Vice-President is a four-year term (succeeds to the position of First Vice-President, President, and Immediate Past President);
- Director District 4 is a two-year term; and
- Director At-Large is a one-year term.

The City is financially responsible to ensure the Board Member is physically present at their February, August, and November meetings. AML pays for attendance at the May meeting. The estimated cost associated with attending the February, August, and November meetings are as follows:

- February in Juneau = \$1,075.00
- August in Soldotna = \$1,000.00 (estimated)
- November in Anchorage = \$1,100.00

It is proposed in the 2019 Mayor/Council/Clerk Budget to send members of the Council to each of these meetings. Pending approval of the budget, travel to all these meetings will be budgeted.

The City Council may support a member from amongst its membership to serve in one or more of these positions.

AML Board Elections

2018 Annual Conference

2019 Board Of Directors Elections – Declaration of Candidacy

[Declaration of Candidacy Form](#)

AML officers and members of the Alaska Municipal League Board of Directors are elected each year at the Annual Meeting by the entire membership. The Board of Directors is the governing body of the League and directs the administration and policy of the AML throughout the year on behalf of the members.

Notice is hereby given that Election of Officers and Directors will be held at the Annual Meeting of the Alaska Municipal League on November 16, 2018, for the election of:

First Vice – President (due to vacancy)

First Vice-President for a one-year term, with automatic succession to President and President, to be elected at large by the qualified member municipalities of the League.

Second Vice – President

Second Vice-President for a one-year term, with automatic succession to First Vice-President and President, to be elected at large by the qualified member municipalities of the League.

NOTE: Article II, Section 3, of the AML Bylaws specifies that the "President, Vice Presidents, and Immediate Past President shall be chosen from different director districts.

Therefore, nominees for First and Second Vice-President positions cannot be from:

District 3: Kenai Peninsula

District 10: Bristol Bay, Aleutians, Kodiak Island

AML Districts

Five (5) directors for two-year terms to be elected by the qualified member municipalities of the League from each of the following districts:

District 2: Juneau

District 4: Matanuska-Susitna

District 6: Interior Highways, Prince William Sound

District 8: North, Northwest, Norton Sound

District 10: Bristol Bay, Aleutians, Kodiak Island

Director At-Large

One (1) director for a one-year term to be elected at-large by the qualified member municipalities of the League from any of the ten director districts.

National Association of Counties (NACo) Representative (two-year term) Must be a NACo member Borough.

Qualification of Candidates

A candidate for officer or a director position must be a mayor or an elected member of the governing body of the individual's member municipality.

Method of Nomination

Nomination of an eligible candidate must be made by filing a "Declaration of Candidacy and Financial Commitment" form prior to the meeting of the Nominations Committee. Candidates may also be nominated from the floor at the annual meeting.

Deadline for 2019 BOD Declaration of Candidacy

Declaration of Candidacy forms must be returned to the AML office via mail or fax by 4:30 p.m. Thursday 11/8/18, or by hand no later than 5:00 p.m. Wednesday 11/14/18 at the Annual Conference registration desk. Declarations of Candidacy form can be download above or you can call the AML office at 1-877-636-1325.

**City of Palmer
Action Memorandum No. 18-080**

Subject: Approving the Cancellation of the November 13, 2018, Regular Council Meeting

Agenda of: October 9, 2018

Council Action: **Approved** **Amended:** _____
 Denied




Originator Information:

Originator: Mayor DeVries via City Clerk

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ (600.00)

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ 600.00
- Has no fiscal impact

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- None

Summary Statement:

The AML Conference is held the week of November 12 and our first Regular Council Meeting for the month is November 13. Currently there is no legislation scheduled for the November 13 meeting. Palmer Municipal Code 2.04.080 states "A regular meeting may be canceled by the council...".

Is it the wish of the Council to hold or cancel the November 13, 2018, Regular Council Meeting?