

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

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

City of Palmer, Alaska
Regular City Council Meeting
May 9, 2017, at 7 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.cityofpalmer.org

Agenda

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
 - 1. Approval of Consent Agenda
 - a. **Action Memorandum No. 17-033:** Authorizing the City Manager to Negotiate and Execute an Assumption of Proprietary Lease from Chad Nuttall & David Nuttall to Ken & Jackie Williams for Palmer Hangars Owners Association Unit No. 9 Lease Lot 11, Block 3 at the Palmer Municipal Airport Page 3
 - 2. Approval of Minutes of Previous Meetings
 - a. April 11, 2017, Special Meeting Page 27
 - b. April 11, 2017, Regular Meeting Page 29
- E. Communication and Appearance Requests
 - 1. Presentation of a Proclamation for Older American's Month
 - 2. Presentation of a Proclamation for Memorial Day
 - 3. Presentation from Mat-Su Health Foundation Executive Director Elizabeth Ripley
- F. Reports
 - 1. City Manager's Report..... Page 59
 - 2. City Clerk's Report Page 87
 - 3. Mayor's Report..... Page 93
 - 4. City Attorney's Report
- G. Audience Participation
- H. Public Hearing
 - 1. **Ordinance No. 17-007:** Repealing Chapter 17.84 of the Palmer Municipal Code in its Entirety and Adopting a New Chapter 17.84 Planned Unit Development (2nd Public Hearing) (Pending Motion) Page 95
 - 2. **Ordinance No. 17-008:** Adopting a City of Palmer Parks, Recreation and Outdoor Facilities Memorial and Donation Policy Page 117
 - 3. **Action Memorandum No. 17-035:** Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-objection to Liquor License #5566 for Matanuska Brewing Company, Located at 513 S. Valley Way Page 129

- I. Action Memoranda
 - 1. **Action Memorandum No. 17-034:** Authorizing the City Manager to Negotiate and Execute a New Lease Agreement with Dr. Louis M. Packer and Ellen R. Varosi, for Their Newly Formed LP HANGAR, LLC for a Lease on Block 3, Lease Lot 25, Palmer Municipal Airport for the Purpose of Establishing a Personal Use Aircraft HangarPage 135
 - 2. **Action Memorandum No. 17-036:** Authorizing the City Manager to Negotiate and Execute a Contract with Roger Hickel Construction, Inc. for General Construction of the Waste Water Treatment Plant Facilities Upgrade, in an Amount not to Exceed \$9,514,000.00.....Page 179
- J. Record of Items Placed on the Table
- K. Audience Participation
- L. Council Member Comments
- M. Adjournment

Tentative 2017 Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
May 23	Regular	7 pm	
June 13	Special	6 pm	Audit Report
June 13	Regular	7 pm	
June 27	Special	6 pm	Mid-Year Budget Review
June 27	Regular	7 pm	
July 11	Regular	7 pm	
July 25	Regular	7 pm	

**City of Palmer
Action Memorandum No. 17-033**

Subject: Authorizing the City Manager to Negotiate and Execute an Assumption of Proprietary Lease from Chad Nuttall & David Nuttall to Ken & Jackie Williams for Palmer Hangars Owners Association Unit No. 9 Lease Lot 11, Block 3 at the Palmer Municipal Airport

Agenda of: May 9, 2017

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

Originator Information:

Originator: Frank J. Kelly, Airport Superintendent

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	<u><i>SDavis</i></u>	04/20/2017
_____	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 L. Alley</i></u>	_____

Certification of Funds:

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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: *SDavis*

Attachment(s):

- Tenant Contact Information Sheet & Purchase Agreement
- Assignment and assumption of proprietary lease from Sanders to Nuttall
- PHOA approval of transfer
- City Of Palmer Consent to Assignment

Summary Statement:

Palmer Hangars Owners Association is the lessee for the 9-unit T-Hangar complex constructed on Yukon Drive at the Palmer Municipal Airport. Palmer Hangars Owners Association has a proprietary lease agreement with Chad & David Nuttall for Unit 9.

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

The administration recommends that the Council Authorize the City Manager to Negotiate and Execute a Consent to Assignment of Proprietary Lease from Chad & David Nuttall to Ken & Jackie Williams for Palmer Hangars Owners Association Unit No. 9, Lot 11 Block 3 at the Palmer Municipal Airport with the condition that the City receives the following: (1) Copy of fully executed proprietary lease assumption.

Administration's Recommendation:

Approve Action Memorandum No. 17-033 for the transfer of Unit 9 of PHOA.



CITY OF PALMER

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

Palmer T- Hangar Complex No. 9

Aircraft Number: N201RS

Owner: Ken Williams

Mailing Address: 6201 E. Chickadee Drive
Palmer AK 99645

Physical Address if different than Mailing: _____

Telephone: Daytime: 830-7658

Evening: _____

Cell/Pager: "

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

Name: Jackie Williams

Mailing Address: SAME - ABOVE 317-0388

Proposed Use: Storage

Owners Signature: [Signature]

Date: 4.11.17

Please note: Page 2 and 3 of the Consent to Proprietary Lease lists the insurance requirements of the lease.

PURCHASE AND SALE AGREEMENT

Date: March 31, 2017

Buyer: Ken Williams & *Jackie Williams*

Seller: Chad Nuttall & *David Nuttall*

Subject to and on the terms and conditions herein set forth, Seller hereby agrees to sell, assign and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, all of Seller's rights, title and interest in and to the real property, improvements and personal property appurtenant thereto (hereinafter collectively "Property") as described below.

I. SUBJECT PROPERTY:

Unit 9 of the Palmer Hangars Association, Lot 11 Block , Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, third Judicial District, State of Alaska *700 E. Yukon St, Palmer*

II. PURCHASE PRICE:

1. Purchase Price shall be One hundred and fifteen thousand dollars (\$115,000.00) cash at Closing.
2. Upon mutual acceptance of this offer, Buyer shall deposit into the trust account of Mat-Su Title Insurance Agency, Inc trust account a sum of **One thousand dollars (\$1,000.00) as "Earnest Money" and part payment for the subject property.**

III. INITIAL INSPECTION PERIOD:

1. Upon Buyer's receipt of all the required due diligence materials, Buyer shall have

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a period of Forty-Five (45) days (the "Initial Inspection Period") to perform various inspections and due diligence on the Property, which shall include but not be limited to:

a. Inspection of all physical aspects of the condominium unit Property, including, but not limited to, all operating systems, structural components and related service contracts, however, Buyer must obtain Seller's prior written approval of the scope and method of any inspection which would alter the physical condition of the Property prior to Buyer's commencement of such inspection. In any event, Seller and its representatives, agents, and/or contractors shall have the right to be present during any such inspection. Buyer shall restore the Property to its condition existing immediately prior to Buyer's inspection thereof. Buyer shall indemnify, hold harmless, and defend Seller from any loss, cause of action, or claim arising out of or resulting from Buyer's actions under this Section 1(a).

b. Investigation of all zoning, code and governmental requirements;
c. Review of existing environmental reports and studies in Seller's control and perform Phase I environmental study if needed.

d. Review preliminary title report.

e. Buyer shall audit all financial data of the condominium association and associated condominium documents.

Seller agrees that within ten (10) days that it shall provide Buyer with access to and copies of all Records of the condominium association in Seller's possession, including but not limited to leases, expense documents, tax statements, together with all other items in Seller's possession and control as described above. Buyer shall use commercially reasonable efforts to conduct its required property inspections in a manner that is not disruptive to the operation of the Property. After such investigation, if Buyer, in its sole discretion, determines that the Property is not satisfactory for purchase or operation by Buyer, then Buyer may terminate the Contract and the Earnest Money Deposit shall be returned to Buyer, with no further obligation or liability due or owing by either party to the other except as may otherwise be expressly provided under the Contract.

f. Review of the Resale Certificate. The Condominium Association shall provide the Resale Certificate within fifteen (15) days of the PSA execution. Should the Condominium Association not provide the Resale Certificate within ten (10) days, the due diligence period shall be extended day for day until the Buyer has received all documentation.

G. Approval by the City of Palmer and Palmer Hangers Owners Association to the assignment of the Proprietary Lease and transfer of Certificate of



Membership.

2. Assumed Liabilities. The Buyer will not assume any of the liabilities or obligations of the Seller of any kind, contingent or otherwise including without limitation any liability for tax, pension, employment or environmental matter.

3. This offer is subject to Buyer's review and approval of a preliminary commitment for title and copies of the exceptions it discloses showing the condition of the title to the Property. Upon execution of this Agreement by all parties, Seller will, at Seller's sole expense, promptly order the title report and exceptions from Mat-Su Title Insurance Agency, Inc. and furnish to Buyer. Upon receipt of the report and exceptions, Buyer shall have until ten (10) business days to notify Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object, in writing, to any matters disclosed in the report shall constitute acceptance of the report. If, within 10 business days following receipt of the written objections from Buyer, Seller fails to remove or correct the matters identified in the written objection, or does not give written assurances reasonably satisfactory to Buyer that such objections will be removed or corrected at or prior to closing, this transaction shall automatically terminate.

4. If Buyer is satisfied in its sole discretion as to the suitability of the Property, Buyer shall provide written notice to Seller at or before the expiration of the Initial Inspection Period ("Notice of Satisfaction"). Upon delivery of the Notice of Satisfaction, the Earnest Money shall become nonrefundable and made applicable to the Purchase Price, subject only to a material default by Seller, and the parties shall proceed to Closing. If Buyer is not satisfied as to the suitability of the Property, Buyer shall provide written notice to Seller at or before the expiration of the Initial Inspection Period ("Notice of Termination") that Buyer does not waive its due diligence and inspection contingency, and that Buyer is electing to terminate this Agreement. If Buyer provides a Notice of Termination by the expiration of the Initial Inspection Period, this Agreement shall terminate and Buyer shall be entitled to a full refund of the Earnest Money including all interest earned thereon, and neither party shall have any further obligation hereunder except for indemnification obligations related to Buyer's inspection of the Property. If Buyer fails to provide a Notice of Satisfaction, and if Buyer fails to provide a Notice of Termination by the expiration of the Initial Inspection Period, the due diligence and inspection contingency shall be deemed waived by Buyer, the Earnest Money shall become nonrefundable and made applicable to the Purchase Price, subject only to a material default by Seller, and the parties shall proceed to Closing.

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IV. TERMS AND CONDITIONS:

1. This transaction shall close within fifteen (15) business days following expiration of the Initial Inspection Period ("Closing"). Seller and Buyer agree before recording can take place, funds provided to the Closing Agent shall be in the form of cash; interbank electronic transfer; money order; a certified check or cashier's check drawn on a financial institution located in the state; or any combination that permits the Closing Agent to convert the deposit to cash not later than the next business day (AS 34.80.040).
2. Possession shall be given to the Buyer upon Closing. Buyer reserves the right to conduct a final walk-through inspection of the property 48 hours prior to Closing to ensure that the property is in the same material condition as upon initial inspection(s).
3. Seller shall pay the following closing costs:
 - a) 1/2 recording fee
 - b) 1/2 documentation preparation fee and resale certificate fee
 - c) 1/2 escrow closing fee
 - d) All Assessments levied and due as of the date of Closing
 - e) Own attorney's fees
 - f) Standard Owners Title Insurance Policy and Preliminary Commitment for Title Insurance
4. Buyer shall pay the following closing costs:
 - a) 1/2 recording fee
 - b) 1/2 documentation preparation fee and resale certificate fee
 - c) 1/2 escrow closing fee
 - d) Own attorney fees
 - e) Any title endorsements or extended coverage or property surveys desired by Buyer.
5. Property taxes shall be prorated to the date of Closing.

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6. Condominium fees shall be prorated to the date of Closing.
7. Buyer's satisfactory completion of due diligence prior to the expiration of the Initial Inspection Period.
 8. If Buyer fails to comply with or otherwise defaults under this Agreement, Seller may, at its option, terminate this Agreement and thereupon shall be entitled to the Earnest Money as liquidated damages (and not as a penalty) and as Seller's sole remedy and relief hereunder. Seller agrees to give Buyer five (5) days written notice and opportunity to cure any failure by Buyer to comply with this Agreement prior to Seller terminating this Agreement thus thereof, other than for failure to close, in which event no notice shall be required. The foregoing notice and cure shall not extend any deadlines expressly set forth in this Agreement.
9. There being no material adverse change in the condition of the Property.
10. Time is of the essence in this contract but either party may, with written notice, extend for a period not to exceed Fifteen (15) days.
11. Seller will furnish a good and sufficient Warranty Deed, showing title clear of encumbrances except conditions, restrictions, reservations and rights-of-way of record.
12. This agreement is assignable in whole or in part with the express written consent of the Seller, which consent shall not be unreasonably withheld.
13. This document and the referenced attachment(s), if any, consisting of 9 pages, contain the entire Agreement between the parties. There are no understandings, oral or written, which in any manner change or enlarge what is set forth herein. The plural shall include the singular. It may not be modified except in writing signed by both parties.
14. It is mutually agreed upon by all parties that the Broker and/or their licensees shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or upon the part of Buyer or Seller. Brokers and/or their licensees make no representations that the improvements meet current building code, safety or other requirements.

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- a. Both Buyer and Seller acknowledge no real estate brokers commission to be paid by either Buyer or Seller.
15. Intentionally omitted.
16. Due to varied methods of measuring square footage, Broker makes no guarantee of the accuracy of figures quoted. Square footage should be independently measured by Buyer if exact calculations are desired.
17. Buyer and Seller agree that a facsimile or email transmission of any original document shall have the same effect as an original. Any signature required on an original document shall be completed when a facsimile or email copy has been signed, except for documents to be recorded which required original signatures. The parties agree that facsimile copies or emails of documents shall be appended to the original thereof, integrated therewith and given full effect as if an original.
18. Intentionally omitted.
19. This transaction shall close in the escrow office of Mat-Su Title Insurance Agency, Inc or such other location as may be agreed upon between the parties in writing.
20. The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold from the Seller's proceeds ten percent (10%) of the gross sales price, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes non-resident alien individuals, foreign corporations, foreign partnerships, foreign trusts, and foreign estates. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to comply with FIRPTA.
21. "AS-IS" SALE; LIMITATION; DISCLAIMER NOTICE. PURSUANT TO THIS AGREEMENT, BUYER AND ITS REPRESENTATIVES (INCLUDING ENVIRONMENTAL CONSULTANTS, ARCHITECTS AND ENGINEERS) HAVE BEEN OR WILL BE AFFORDED THE RIGHT AND OPPORTUNITY TO MAKE INSPECTIONS OF THE PROPERTY AND MATTERS RELATED THERETO, AS BUYER DESIRES. BUYER ACKNOWLEDGES THAT NOTWITHSTANDING ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS, THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES WITH



RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY SUCH PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS. BUYER FURTHER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE DEED (I) NEITHER SELLER, NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND (II) THAT BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, EXCEPT AS SET FORTH THIS AGREEMENT OR THE DEED, AND AGREES THAT BUYER IS ACQUIRING THE PROPERTY IN WHOLLY AN "AS-IS" CONDITION WITH ALL FAULTS AND WAIVES ALL CONTRARY RIGHTS AND REMEDIES AVAILABLE TO IT UNDER STATE AND FEDERAL LAW. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE AND CONDITION OF THE PROPERTY. BUYER REPRESENTS THAT IT IS KNOWLEDGEABLE IN REAL ESTATE MATTERS AND THAT UPON COMPLETION OF THE INSPECTIONS CONTEMPLATED OR PERMITTED BY THIS AGREEMENT, BUYER WILL HAVE MADE ALL OF THE INVESTIGATIONS AND INSPECTIONS BUYER DEEMS NECESSARY IN CONNECTION WITH ITS PURCHASE OF THE PROPERTY, AND THAT APPROVAL BY BUYER OF SUCH INSPECTIONS PURSUANT TO THIS AGREEMENT WILL BE DEEMED APPROVAL BY BUYER WITHOUT RESERVATION OF ALL ASPECTS OF THIS TRANSACTION, INCLUDING BUT NOT LIMITED TO THE PHYSICAL CONDITION OF THE PROPERTY AND THE USE, TITLE AND THE FINANCIAL ASPECTS OF THE OPERATION OF THE PROPERTY.

Seller warrants that they/it are the lawful owner of the Property and Seller has not received any written notice of any legal proceeding that would prevent the Closing of this transaction in accordance to the terms herein agreed.

22. In the event of loss or damage to the subject property by fire or other casualty prior to Closing, or in the event a proceeding is instituted or threatened prior to Closing for the taking of all or any portion of the subject property under the power of eminent domain, Buyer shall have the right by giving written notice to Seller within seven (7) days after the date of receipt of written notice of such casualty or taking, either to (i) consummate the purchase and sale in accordance with this Agreement, in which event Seller shall deliver to Buyer at Closing an assignment to

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Buyer of all the right, title and interest, if any, which Seller may have in (A) the insurance payable under all insurance policies kept or maintained by Seller as a result of or in connection with such casualty and (B) the award payable by reason of the taking and concurrently therewith deposit into escrow the amount of any and all such proceeds or awards theretofore received by Seller; or (ii) terminate this Agreement effective as of the date such notice of termination is given to Seller, rendering this Agreement null and void with no further force or effect on the parties and the Buyer's Earnest Money, plus interest earned, shall be returned to Buyer, without demand, within 30 days of such termination.

23. Buyer acknowledges as of Closing (i) that Buyer has been given a reasonable opportunity to inspect and investigate the Property and all matters relating thereto, either independently or through agents and experts of Buyer's choosing, and (ii) that Buyer is acquiring the Property based upon Buyer's own investigation and inspection thereof.
24. Each party represents that it has had an adequate opportunity to consult with its own tax, legal and other advisors prior to executing this Agreement. Buyer and Seller will have their own attorneys review this Agreement prior to signing and thus this Agreement when executed shall represent the agreement of the parties and the rule of construction that ambiguities are construed against the drafter shall not apply.
25. Attorneys' Fees: In the event either party brings an action at law or in equity to enforce or interpret or seek redress for breach of this Agreement, the prevailing party in such action shall be entitled to its litigation expenses and reasonable attorney's and witness fees in addition to all other appropriate relief.
26. Governing Law; Jurisdiction. This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Agreement, the same shall be commenced in the Superior Court of the State of Alaska, Third Judicial District at Anchorage, Alaska. Buyer and Seller agree specifically that venue and jurisdiction in that court are proper, and further agree to submit themselves to the jurisdiction of that court as a result of any matter arising under this Agreement. Buyer and Seller shall neither claim that said forum is an inconvenient forum.

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27. Either party may be participating in an IRC Section 1031 Tax Deferred Exchange. This may be a replacement or acquisition property required for the Exchanger to complete the exchange. Both parties agree to cooperate with one another in the exchange closing procedure. Each party shall be responsible for their own costs, fees or liability for participating in the exchange process. Both parties agree to sign documentation necessary to conclude the IRC 1031 Tax Deferred Exchange closing.
28. Time of Essence: Except as otherwise specifically provided in this Agreement, time is of the essence of this Agreement and each and every provision hereof.

Signature page follows.

ACCEPTANCE BY BUYER

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I/We understand that this is a legally binding contract. Said Agent is hereby granted exclusive and irrevocable right for 5 **days** to obtain an acceptance of this offer.

Buyer herein acknowledges that this agreement has significant legal and financial consequences and that he/they have been advised to seek independent legal and financial counsel. The broker or agent cannot give legal advice.

Buyer: Ken Williams.



Date: 4.7.17

ACCEPTANCE BY SELLER

Seller: Chad Nuttall



Date: 4-9-17



Escrow # MS 100334

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

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND TRANSFER OF CERTIFICATE OF MEMBERSHIP (the "Assignment") is made and entered into and effective as of the 15 day of April, 2015, by and between JAMES G. SANDERS and CONSTANCE T. SANDERS, husband and wife, ("Assignor"), whose address is 3909 River Crest Circle, Leesburg, FL 34748, and CHAD NUTTALL, a(n) married person, and DAVID NUTTALL, a(n) married person, ("Assignee"), whose address is 2222 W. Pinnacle Peak Road Suite 190, Phoenix, AZ 85027.

RECITALS

WHEREAS, Assignor is currently the lessee under that certain Proprietary Lease Agreement (the "Lease") between Assignor and Palmer Hangars Owners Association, dated October 8, 2007, recorded October 26, 2007, Reception Number 2007-027617-0, with respect to certain airplane hangar space described as

Unit No. 9, Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska, and

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

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

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

WHEREAS, Assignor desires to assign their right, title, and interest under the Proprietary Lease to Assignee, and further transfers the Certificate of Membership in and to said Unit 9, and Assignee desires to accept and assume the right, title, and interest of Assignor under the Proprietary Lease and Certificate of Membership;

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

Section 1. Assignment of Proprietary Lease and Transfer of Certificate of Membership. Assignor hereby grants, transfers, conveys and assigns to Assignee all of their right, title

Dalrymple Law, P.C. • 927 S. Cobb Street, Palmer AK 99645 • 907-745-6332 • www.matsulaw.com
Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 1

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

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

Section 3. Permits, Laws, and Taxes.

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

3.02. In accordance with and in keeping with Article 3, Compliance with Airport Lease, of the Palmer Hangers Owners Association Proprietary Lease with James G. Sanders and Constance T. Sanders, the assignor acknowledges their understanding of and agrees to be bound by and to comply with all terms of Palmer Municipal Airport Lease Agreement No. 05-02 (The Airport Lease), as if a lessee thereunder. The Assignor also acknowledges and agrees their rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a Consent to Lease Proprietary Lease as set forth in the Airport Lease, and the Assignor, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

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

Section 5. Miscellaneous.

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

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



considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Assignment. This Assignment shall not be altered, modified or otherwise amended except by an instrument in writing signed by both parties.

5.03. **Binding Effect; Assignment.** This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.04. **No Partnership, Joint Venture, Etc.** Nothing in this Assignment shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.

5.05. **No Third Party Beneficiaries.** This Assignment does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Assignment.

5.06. **Severability.** If any provision of this Assignment or any application thereof shall be held invalid, illegal or unenforceable, the remainder of this Assignment or any other application of such provision shall not be affected thereby.

5.07. **Counterparts.** The Assignment may be executed in one or more counterparts, including by facsimile, all of which counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

ASSIGNOR:

James G. Sanders

JAMES G. SANDERS

Constance T. Sanders

CONSTANCE T. SANDERS

STATE OF FLORIDA)
) ss.
COUNTY OF LAKE)

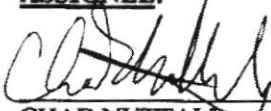
The foregoing instrument was acknowledged before me on APRIL 15, 2015, by JAMES G. SANDERS and CONSTANCE T. SANDERS.

Dennis J. Latlak

Notary Public in and for Florida
My Commission Expires: 6/5/2016

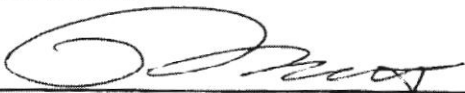


ASSIGNEE:


CHAD NUTTALL

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on 4/16/15, 2015, by CHAD NUTTALL.


Notary Public in and for Alaska
My Commission Expires: _____



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ASSIGNEE:


DAVID NUTTALL

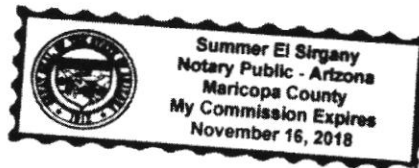
STATE OF Arizona)
) ss.
Maricopa County)

The foregoing instrument was acknowledged before me on April 15th, 2015, by
DAVID NUTTALL.



Notary Public in and for Arizona

My Commission Expires: 11/16/2018



Record in Palmer Recording District.

Return to:

CHAD NUTTALL and DAVID NUTTALL

~~2222 W. Pinnacle Peak Road Suite 190~~

~~Phoenix, AZ 85027~~

1110 E HIDDEN RANCH CIRCLE
PALMER, AZ 99645

Dalrymple Law, P.C. • 927 S. Cobb Street, Palmer AK 99645 • 907-745-6332 • www.matsulaw.com
Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 5



From: [Joan Lease](#)
To: [Frank Kelly](#)
Subject: [EXTERNAL]FW: Statement from PHOA Unit # 9
Date: Thursday, April 13, 2017 3:03:55 PM

Frank

See below from the PHOA. Thank you

Joan/MST

From: bspudd66@aol.com [mailto:bspudd66@aol.com]
Sent: Thursday, April 13, 2017 2:55 PM
To: Joan Lease <joanl@matsutitle.com>
Subject: Re: Statement from PHOA Unit # 9

To Whom it may Concern:

The Palmer Hangar Owners Association (PHOA) does not have a problem with the sale of Hangar 9 from the owner Chad Nuttall to the new owner Ken Williams.

Joe Bussard PHOA President.



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

CONSENT TO ASSIGNMENT

In consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer hereby consents to the foregoing Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership of Unit 9, Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, and State of Alaska from Chad Nuttall and David Nuttall, (“Assignor”) to Ken Williams & Jackie Williams, (“Assignee”).

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

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

City of Palmer:

_____ Date: _____
 Nathan E. Wallace, City Manager

STATE OF ALASKA)
) ss:
 THIRD JUDICIAL DISTRICT)

The foregoing Consent to Assignment of Proprietary Lease as to Unit 9, Lot 11, Block 3, dated October 8, 2007 (2007-027617-0) was acknowledged before me this ____ day of May, 2017, by Nathan E. Wallace, City Manager for the City of Palmer.

 Notary Public in and for Alaska

My Commission Expires: _____

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on April 11, 2017, at 6:00 pm in the council chambers, Palmer, Alaska.

Mayor DeVries called the meeting to order at 6:00 pm.

B. ROLL CALL

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

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

Also in attendance were the following:

Nathan Wallace, City Manager	Norma I. Alley, MMC, City Clerk
Michael Gatti, City Attorney – arrived at 6:24 pm	Bernadette Packa, CMC, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Deputy Mayor Combs.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda

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

E. AUDIENCE PARTICIPATION

Eugene Carl Haberman:

- Addressed the need for public to be heard prior to any Council action being taken on an item; and
- Noted problems arising at other local government meetings

F. NEW BUSINESS

Item 1 – Committee of the Whole (note: action may be taken by the council following the committee of the whole)

- a. Presentation Pertaining to Matters Relating to Public Employees Retirement System

Main Motion: To Enter into a Committee of the Whole to Discuss Matters Relating to

Public Employees Retirement System

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

Auditor Leah Patton:

- Provided a PowerPoint addressing GASB 68 and the accounting changes associated with it;
- Explained GASB 68 was designed to enhance transparency in pension related information in reports and to help standardize actuary results;
- Noted GASB 75 adjusting Other Post Employment Benefits is scheduled to take effect in 2018; and
- Fielded questions from the Council.

Main Motion: To Come Out of the Committee of the Whole

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

The Council entered into a Committee of the Whole at 6:06 pm and exited at 6:32 pm.

G. RECORD OF ITEMS PLACED ON THE TABLE

PowerPoint Presentation on GASB 68 and Net Pension Liability

H. COUCNIL MEMBER COMMENTS

I. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:33 pm.

Approved this 9th day of May, 2017.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on April 11, 2017, at 7:00 pm in the council chambers, Palmer, Alaska.

Mayor DeVries called the meeting to order at 7:00 pm.

B. ROLL CALL

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

Edna DeVries, Mayor
Richard Best
David Fuller
Peter LaFrance

Linda Combs, Deputy Mayor
Steve Carrington
Brad Hanson

Also in attendance were the following:

Nathan Wallace, City Manager
Michael Gatti, City Attorney

Norma I. Alley, MMC, City Clerk
Bernadette Packa, CMC, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Fuller.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction of **Ordinance No. 17-007**: Repealing Chapter 17.84 of the Palmer Municipal Code in its Entirety and Adopting a New Chapter 17.84 Planned Unit Development
 - b. **Action Memorandum No. 17-025**: Authorize the City Manager to Negotiate and Execute a Replacement Lease Agreement with Custom Aircraft, Inc. for the Lease on Tract B, Lease Lot 31, Palmer Municipal Airport for the Purpose of Refinance and Business Expansion
 - c. **Action Memorandum No. 17-026**: Authorize the City Manager to Negotiate and Execute a New Lease Agreement with Kingdom Air Corps, Inc. for the Lease on Block 3, Lease Lot 9, Palmer Municipal Airport for the Purpose of Establishing a Permanent Operating Base at the Airport
 - d. **Action Memorandum No 17-027**: Authorize the City Manager to Execute Change Order Five for the Second Renewal Option with Alaska Sure Seal in the Amount of \$72,641.70 for Crack Sealing and Striping in 2017
 - e. **Action Memorandum No. 17-028**: Authorize the City Manager to Purchase New Glass for the MTA Events Center from Rink Systems, Inc. in the Amount of \$36,410.00
2. Approval of Minutes of Previous Meetings
 - a. March 21, 2017, Special Meeting

Main Motion: To Approve Consent Agenda and Minutes

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

E. COMMUNICATION AND APPEARANCE REQUESTS

F. REPORTS

Item 1 – City Manager’s Report

City Manager Nathan Wallace:

- Highlighted his written report;
- Noted the street sweeper had been in use recently;
- Commented on the City of Palmer’s PERS Audit scheduled for April 21, 2017; and
- Fielded questions from the Council.

Item 2 – City Clerk’s Report

City Clerk Norma Alley highlighted her written report and fielded questions from the Council.

Item 3 – Mayor’s Report

Mayor DeVries:

- Highlighted her written report;
- Commented on recent news concerning possible closure of the Palmer Veterans and Pioneers Home; and
- Spoke to the “Who Let the Girls Out” event and other upcoming events.

Council Member Best requested a Mayoral Proclamation of support to fully fund the Palmer Veterans and Pioneers Home be made at the meeting on Saturday. Deputy Mayor Combs offered support.

G. AUDIENCE PARTICIPATION

Eugene Carl Haberman:

- Expressed concern over items being presented on the consent agenda and voted on prior to anyone being able to speak to the issues;
- Addressed lack of acceptance for lowest bid; and
- Continued to address concerns with meetings held by other local governing bodies.

H. PUBLIC HEARINGS

Item 1 – Ordinance No. 17-005: Repealing Palmer Municipal Code Title 15 in its Entirety and Adopting a New Palmer Municipal Code Title 15 Buildings and Construction (IM No. 17-015)

Mayor DeVries opened the public hearing.

Eugene Carl Haberman:

- Believed Ordinance No. 17-005 should be sent to the Planning & Zoning Commission for review and for the commission to hold a public hearing, and then present the ordinance before the Council.

Hearing no further public testimony and no objection from the Council, the public hearing was closed.

Main Motion: To Approve Ordinance No. 17-005

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

City Manager Wallace pointed out everyone currently worked from the internationally accepted uniform building code, and these amendments were listed as small changes to our local code only.

Building Inspector David Meneses spoke to the procedure for the title revision, the vetting process, and fielded questions from the Council.

Item 2 – Ordinance No. 17-006: Amending Palmer Municipal Code Section 8.42.010 Definitions and Section 8.42.030 Use Prohibited to Define Sky Lanterns and Prohibit the Use of Sky Lanterns in the City of Palmer (IM No. 17-014)

Council Member Hanson requested a staff report. City Manager Wallace provided an explanation of how the decision was made. He pointed out Palmer was not a good fit for sky lanterns geographically due to its proximity to the airport, fuel yards, and agricultural lands.

Mayor DeVries opened the public hearing.

Eugene Carl Haberman;

- Commended the Mayor on requesting a staff report before opening the public hearing; and
- Felt insufficient information was provided on the issue within the packet.

Hearing no further public testimony and no objection from the Council, the public hearing was closed.

Main Motion: To Approve Ordinance No. 17-006

Moved by:	Combs
Seconded by:	Fuller
Action:	Motion carried by a 6-1 vote
In favor:	Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	Best

Item 3 – Resolution No. 17-014: Accepting and Appropriating Revenue from Pubic Donations to the Fiscal Year 2017 Budget to Cover Cost of Design and Construction of Uniquely Palmer Bicycle Racks

The City Manager provided an overview of the need for bike racks and the expectations for the contest and fielded questions from the Council.

Mayor DeVries opened the public hearing.

Eugene Carl Haberman:

- Suggested Resolution No. 17-014 should have been introduced at a previous meeting; and
- Noted the need to ask if there were any objections prior to closing a public hearing.

Hearing no further public testimony and no objection from the Council, the public hearing was closed.

Main Motion: To Approve Resolution No. 17-014

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

Item 4 – Resolution No. 17-015: Accepting and Appropriating a Keep America Beautiful and Marlboro Community Trails Grant in the Amount of \$5,000.00 to be Used in the Construction of a Segment of the Shane Woods Memorial Trail

City Manager Wallace noted a single grant was provided to each state, with the City of Palmer being the recipient for the State of Alaska. All work paid for by the grant must be completed before Fall.

Mayor DeVries opened the public hearing.

Eugene Carl Haberman:

- Expressed concern over Resolution No. 17-015 not being introduced at one meeting and then going to public hearing at a second meeting.

Hearing no further public testimony and no objection from the Council, the public hearing was closed.

Main Motion: To Approve Resolution No. 17-015

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

I. ACTION MEMORANDA

Item 1 – Action Memorandum No. 17-029: Authorize the City Manager to Negotiate and Execute a Contract with AlasConnect, LLC for Information Technology (IT) Services in the Amount of \$114,000.00 Annually

Council Member Hanson asked to be recused from this item. There were no objections, and he left for the remainder of the meeting.

City Manager Wallace provided an overview of the Request for Proposal process including the number of proposals received, the ranking, the winning bidder, and the contract. The contract award was appealed.

City Attorney Gatti commented on the protest received by the City concerning the award. He recommended the contract be approved contingent upon the outcome of the appeal.

Robert Thurston, the CTO for AlasConnect, LLC, acknowledged willingness to accept the outcome of the appeal, even if it limits the duration of the contract with the City of Palmer.

Main Motion: To Authorize Action Memorandum No. 17-029 as Amended

Moved by:	Best
Seconded by:	Fuller
Action:	Motion carried unanimously by all members present
In favor:	Best, Carrington, Combs, DeVries, Fuller, LaFrance
Opposed:	None
Absent:	Hanson

Primary Amendment #1: The Motion is Contingent Upon the Outcome of the Filed Protest Appeal

Moved by:	Best
Seconded by:	Carrington
Action:	Motion carried unanimously by all members present
In favor:	Best, Carrington, Combs, DeVries, Fuller, LaFrance
Opposed:	None
Absent:	Hanson

J. RECORD OF ITEMS PLACED ON THE TABLE

K. AUDIENCE PARTICIPATION

Eugene Carl Haberman:

- Spoke to State Legislature hearing advertisements;
- Expressed concern over the process for approving Action Memorandum No. 17-029; and
- Spoke to the State of Alaska budget shortfall.

L. COUNCIL MEMBER COMMENTS

Deputy Mayor Combs:

- Spoke to attendance of first Wayfinding Committee meeting;
- Reminded everyone of Colony Days in June and the need for volunteers; and
- Spoke to upcoming events.

Council Member Fuller:

- Wished everyone a Happy Easter; and
- Congratulated Fred Chmiel, Assistant Coach at the University of South Carolina, on their win of the NCAA Women’s Basketball Division 1 Championship.

Council Member Best:

- Reminded everyone of the need to clear the roads of gravel for motorcycle usage.

Council Member LaFrance:

- Spoke to funding for the Veterans & Pioneer Home;
- Encouraged everyone to check out the Friends of the Library Baskets; and
- Thanked the Council for its support of the Avalanche Center.

Council Member Carrington:

- Noted he was impressed with the progress made with the bike racks.

M. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 9:05 pm.

Approved this 9th day of May, 2017.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



PROCLAMATION

PROCLAIMING OLDER AMERICANS MONTH 2017

WHEREAS, the City of Palmer includes older Americans who richly contribute to our community; and

WHEREAS, we acknowledge that what it means “to age” has changed—for the better; and

WHEREAS, the City of Palmer is committed to supporting older adults as they take charge of their health, explore new opportunities and activities, and focus on independence; and

WHEREAS, the citizens of Palmer can provide opportunities to enrich the lives of individuals of *all ages* by:

- involving older adults in the redefinition of aging in our community;
- promoting home- and community-based services that support independent living;
- encouraging older adults to speak up for themselves and others;
- providing opportunities for older adults to share their experiences; and

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Palmer, Alaska, do hereby recognize May, 2017, as Older Americans Month in Palmer, and encourage citizens to acknowledge older adults and the people who serve them as influential and vital parts of our community.

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 May, 2017.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



PROCLAMATION

PROCLAIMING MEMORIAL DAY 2017

WHEREAS, On Memorial Day, America undertakes its solemn duty to remember the brave Americans who have sacrificed their lives for the cause of freedom and the security of our nation; and

WHEREAS, By honoring these proud Soldiers, Sailors, Airmen, Marines and Coast Guardsmen lost throughout our country's history, we renew our commitment to upholding the democratic ideals they fought and died to preserve; and

WHEREAS, We are constantly reminded that there are those in the world who would attempt to deprive us of our freedom and undermine our nation's very foundation; and

WHEREAS, The citizens of Palmer must never take for granted our privileges and freedom or forget to give thanks and honor to those who risk their lives so that we may enjoy our many blessings.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Palmer, Alaska, do hereby recognize May 29, 2017, as Memorial Day in Palmer, and encourage citizens to recognize those who have made the ultimate sacrifice throughout the history of our nation to preserve and protect the quality of life we enjoy today in our community.

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 May, 2017.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



MAT-SU HEALTH
FOUNDATION

Palmer City Council

May 2017



Who “we” are





2016 Mat-Su Community Health Needs Assessment



2013 CHNA Goals

1. All Mat-Su children are safe and well-cared for.
2. All Mat-Su residents are drug-free and sober.
3. All residents are able to find, access, and benefit from behavioral health care.
4. All Mat-Su residents have healthy relationships.
5. Mat-Su is a violence-free community.



Progress since the last CHNA?

- Crisis Intervention Team (CIT) Coalition
- ROCK Mat-Su
- Prisoner Re-entry Coalition
- SART Program
- Medicaid Expansion
- Several collaborative efforts to reduce super-utilizers
- Behavioral health hospital in design

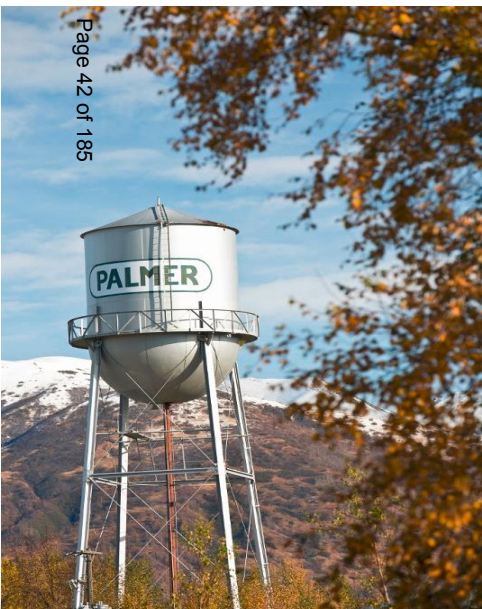


2016

Focus on factors that affect health

because

Health is where we live, learn, work and play



CDC Health Impact Pyramid

Factors that Affect Health



Check the Tarrant County Public Health Web site to learn more.
<http://health.tarrantcounty.com>



2016 Mat-Su CHNA Report

MSHF &
Mat-Su Regional
Medical Center

Partners

Alaska Mental Health Trust Authority
Chickaloon Traditional Tribal Council
CCS Early Learning
Identity
Knik Tribal Council
Mat-Su Health Services
Sunshine Community Health Center





Where we Live

Gender

Age

Culture

Sexual Orientation

Housing

Food

Social support

Community Safety

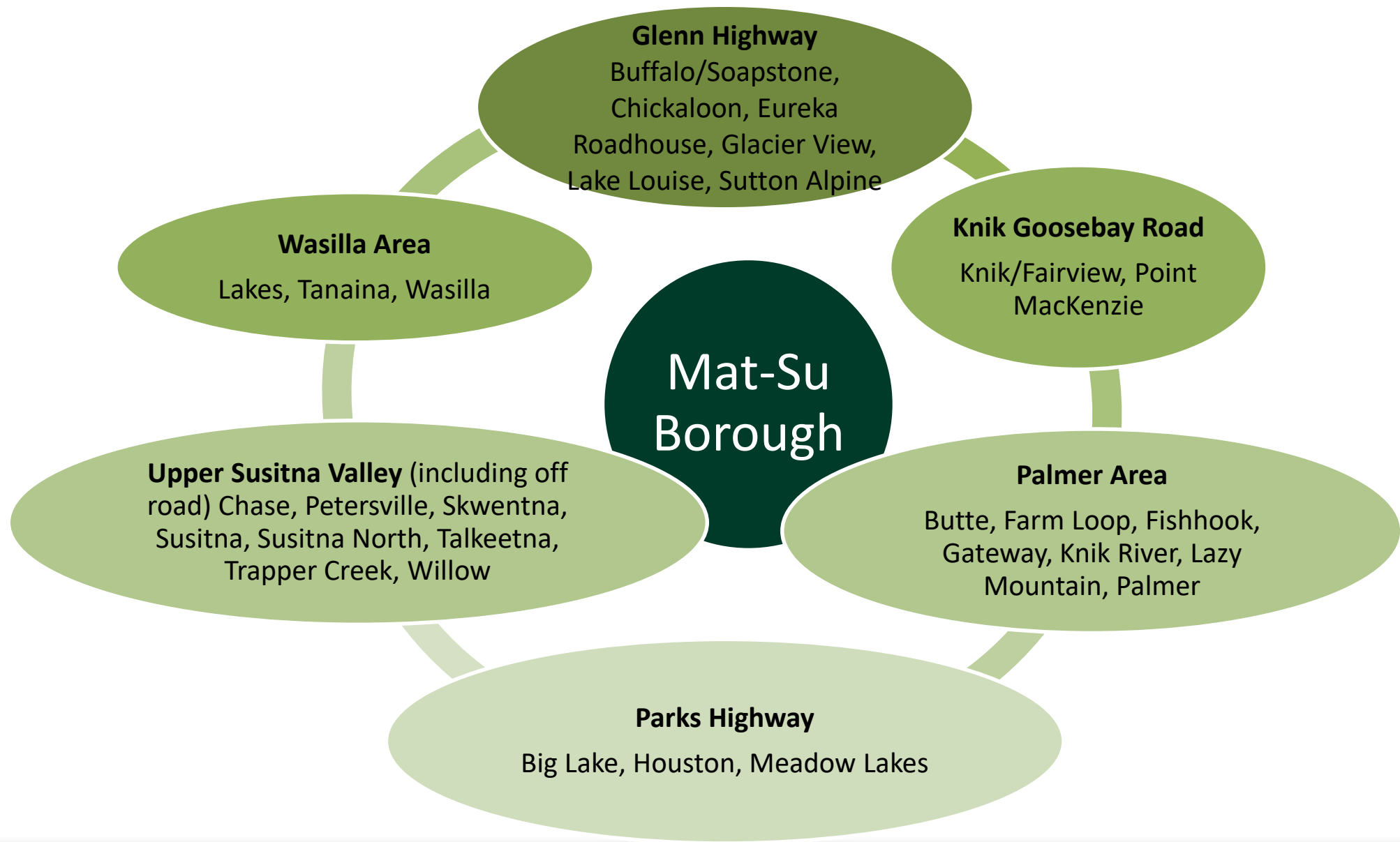
Home safety

Transportation

Community of residence

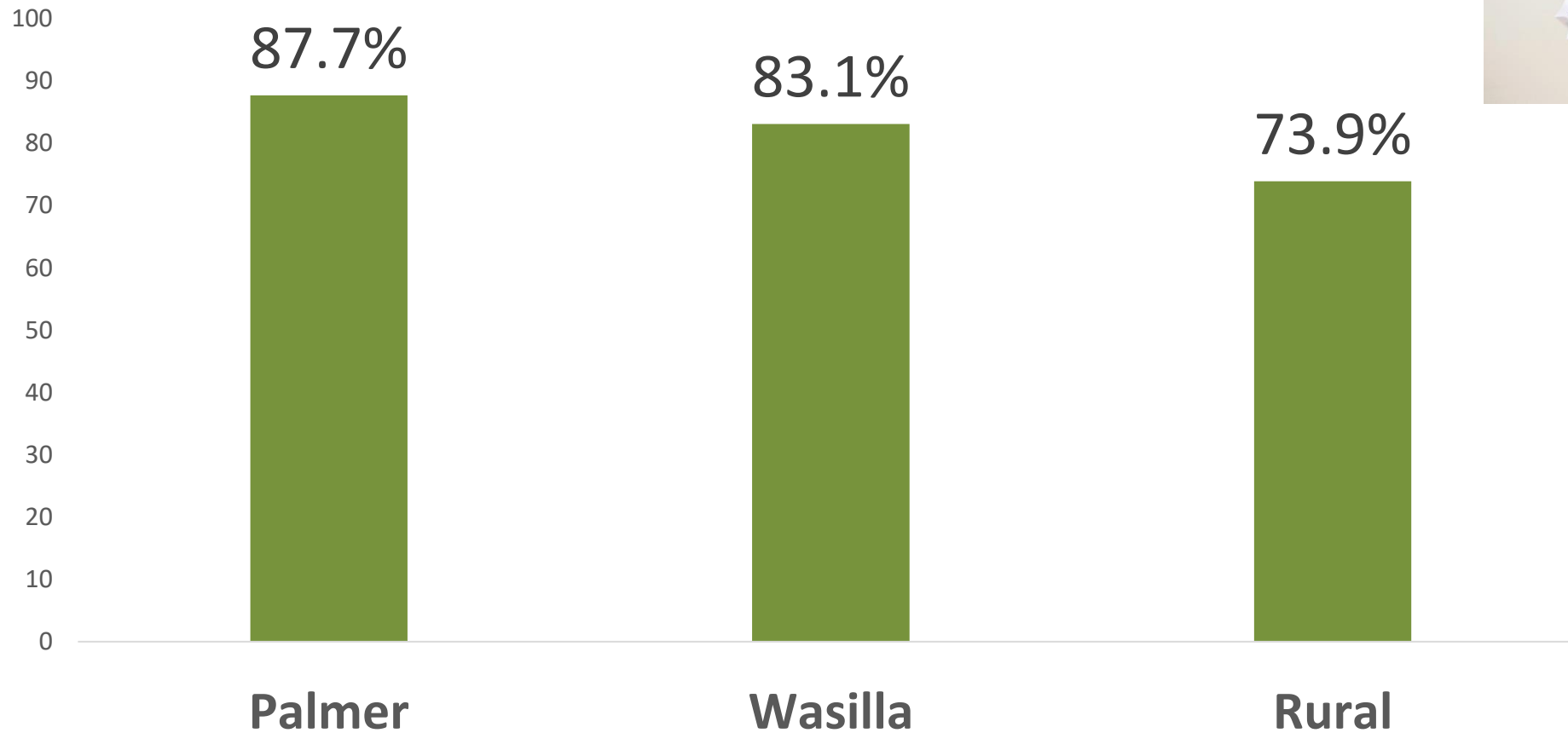
Legal issues





Cost not an issue in seeking care by place of residence (%)

(Source: Alaska Behavioral Health Risk Factor Surveillance Survey, 2015)





Where we Learn

Education Level

Graduation rates

3rd grade reading level

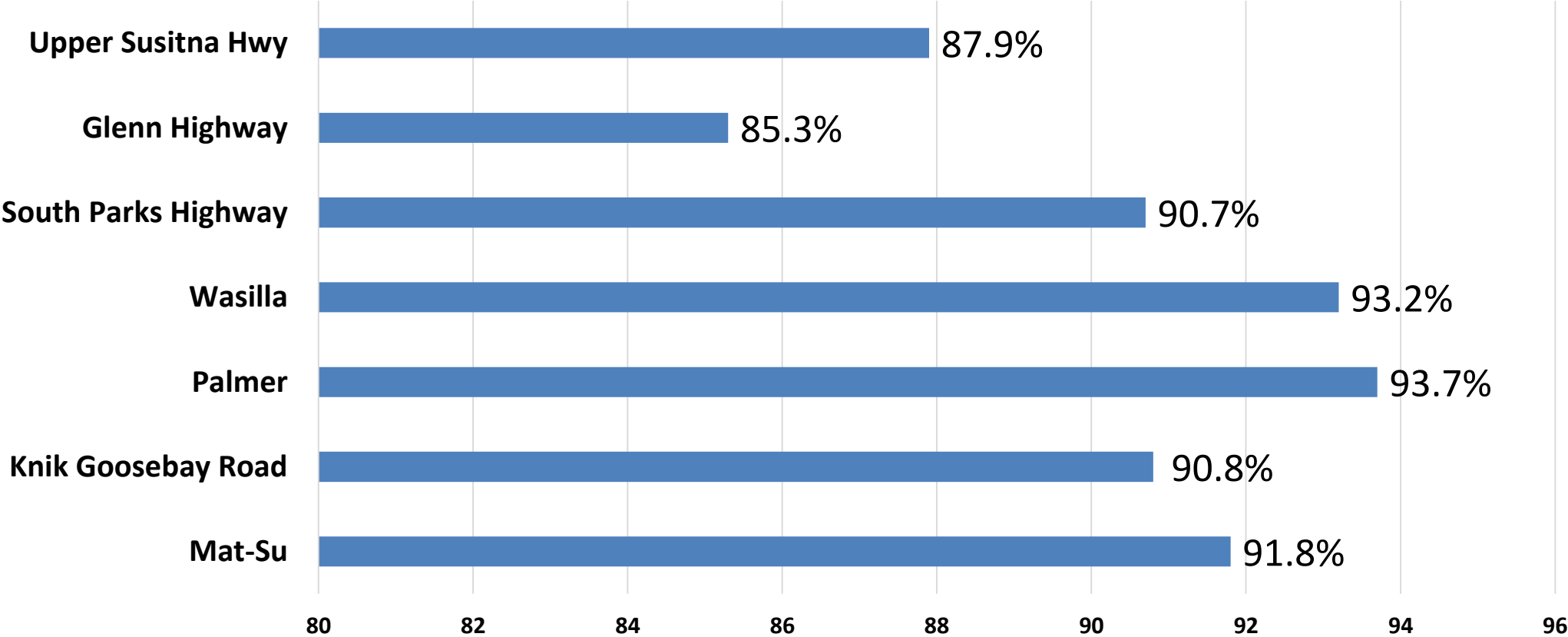
Health Literacy

Information about resources



MAT-SU HEALTH
FOUNDATION

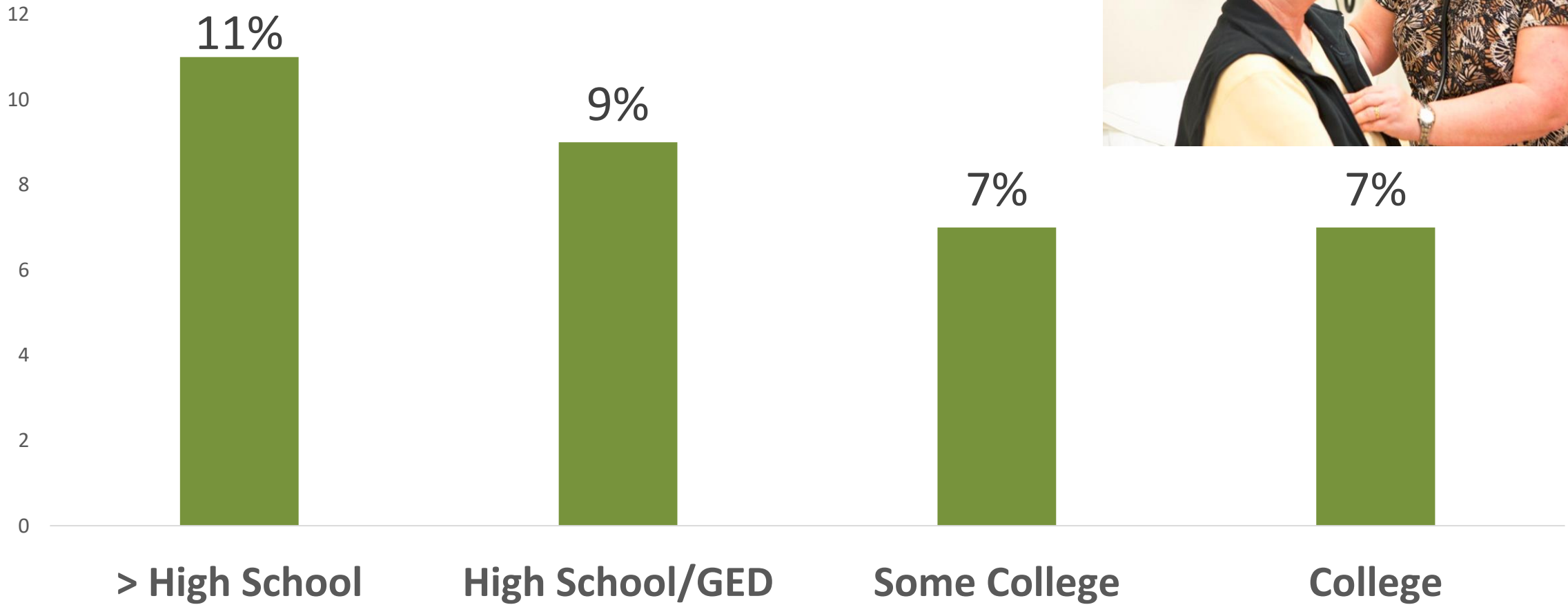
Percent of High School Graduates



(Source: US Census Bureau, American Community Survey, 2016)

Ever told you have Asthma (%)

(Source: Alaska Behavioral Health Risk Factor Surveillance Survey, 2015)





Where we Work

Income level

Occupation

Military status

Insurance

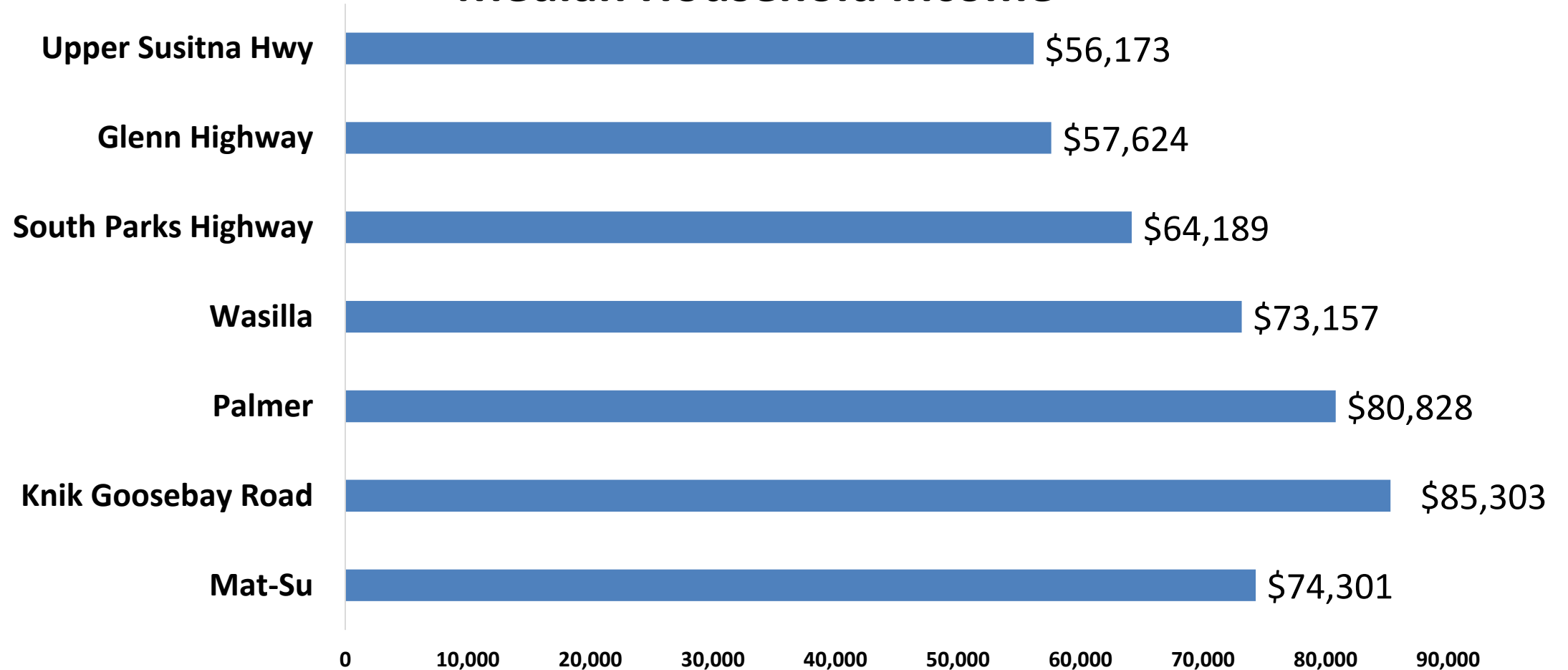
Where we Play

Family support

Social support

Environment

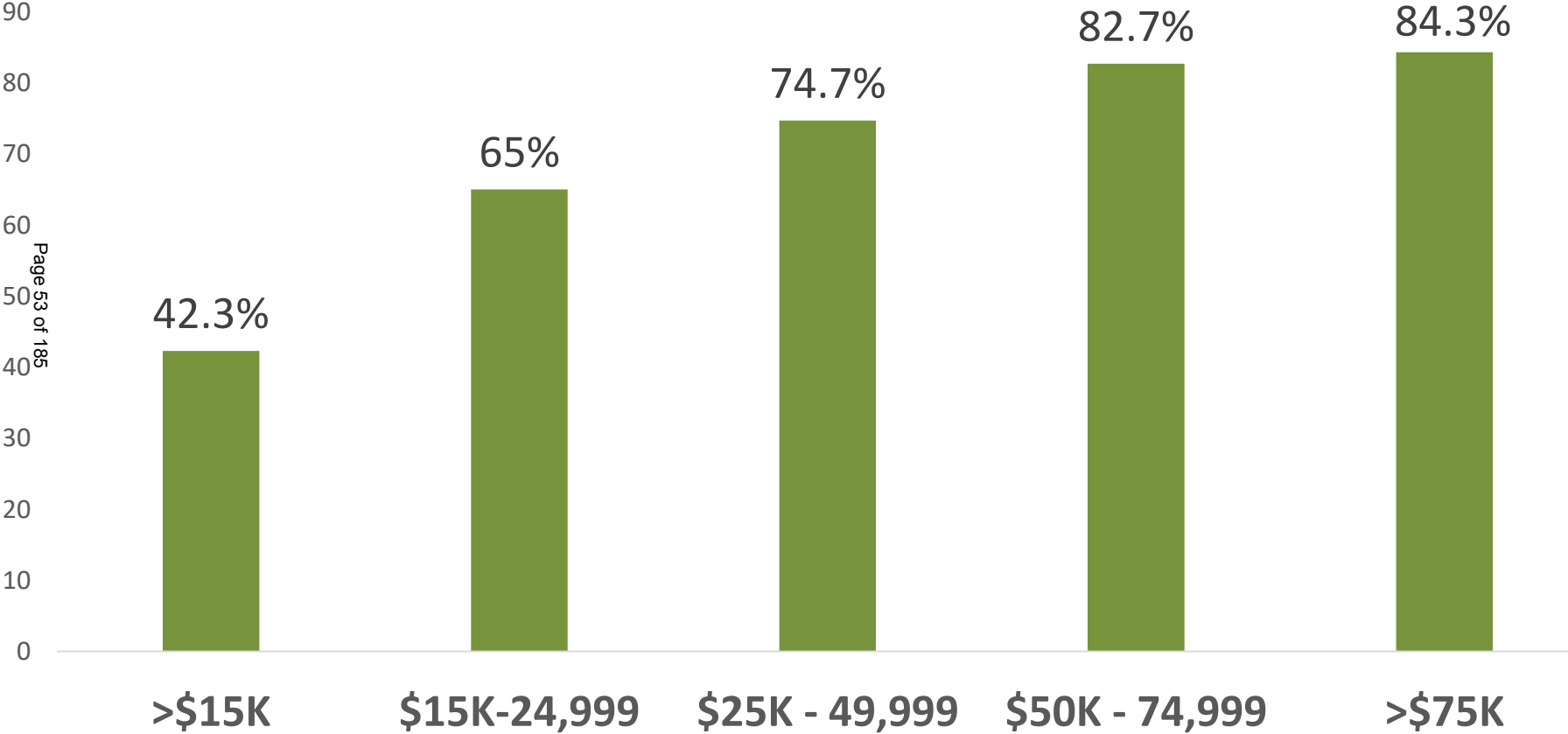
Median Household Income



Source: US Census Bureau, American Community Survey, 2016

Report No Limitations Due to Physical, Mental, or Emotional Problems by income (%)

(Source: Alaska Behavioral Health Risk Factor Surveillance Survey, 2015)



Years lost to Mat-Su residents under 65 years (2011-2015)

19,058 years

Source: Alaska Bureau of Vital Statistics, 2011-2015 analyzed by Peter Holck

Economic impact for deaths to Mat-Su residents under 65 years (2011-2015)

19,058 years = \$572 million

Source: Alaska Bureau of Vital Statistics, 2011-2015 analyzed by Peter Holck

2016 Mat-Su Community Health Needs Assessment

Mat-Su residents named top factors that affect their health...

- **Income/Poverty**
- **Family and social connection and support**
- **Education and Information**
- **Transportation**
- **Housing**

Access to care



MAT-SU HEALTH
FOUNDATION

What's next?



MAT-SU HEALTH
FOUNDATION



City Manager 's Report Supporting Documents

May 9, 2017

Wellness Update
HPAC End of Season Report



Interactive™
HEALTH

Brilliant Performance. Proven Results.



MERITAIN™
HEALTH

An Aetna Company

RESULTS REPORT

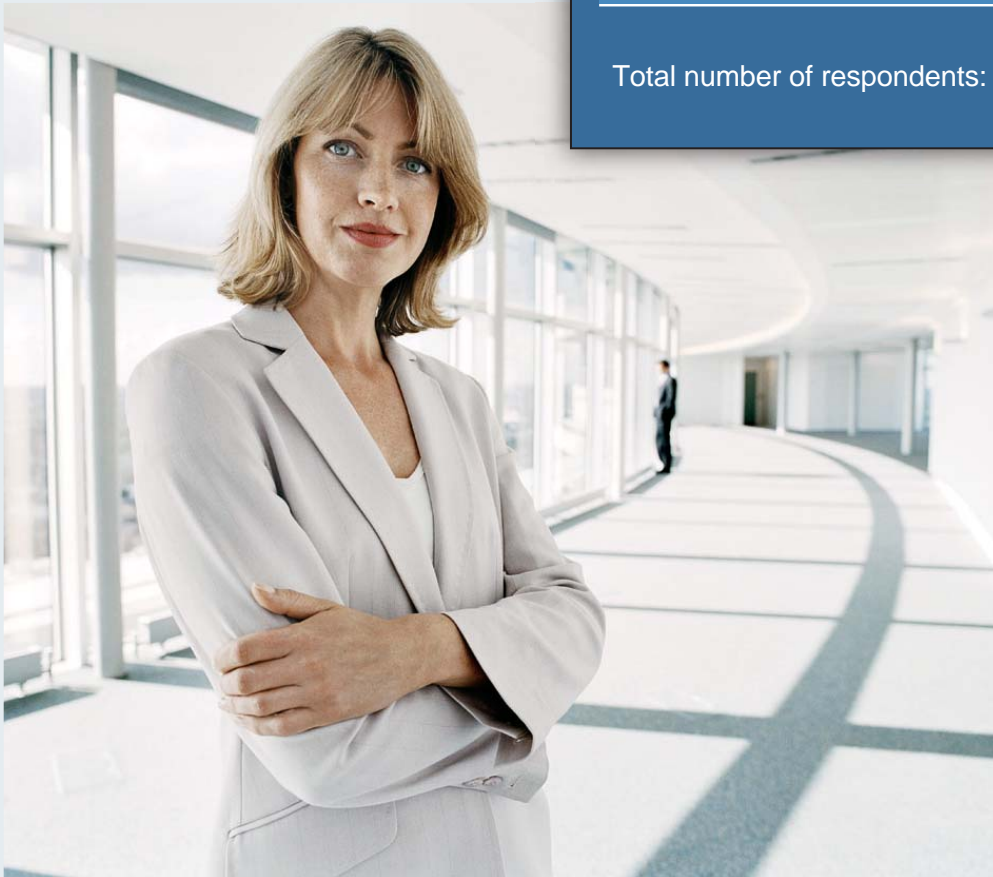
City of Palmer

2017 Health Evaluations

Quality Survey Results

Was the blood drawer courteous?	100%	Yes
Was the blood drawer professional?	100%	Yes
Was the blood drawer's appearance professional?	100%	Yes
Overall, was the program of value to you?	94%	Yes

Total number of respondents: 35



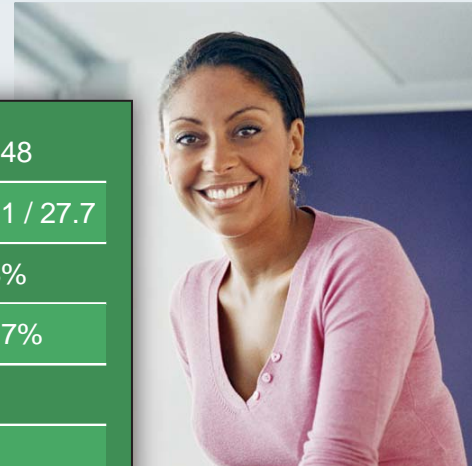
Members

	Age 40+	Repeat participation
36 Total	66.7%	0 (0.0%)
11 Males	81.8%	0 (0.0%)
25 Females	60.0%	0 (0.0%)
No spouses participated		



Interesting Insights About Your Company

Lab tests on file	1,448
Average BMI (Female / Male)	31.1 / 27.7
Percentage of tobacco users	8.3%
Percentage of members referred to a physician	66.7%
Members at risk of a heart attack over the next 10 years	7
Average number of days of exercise	3
Members actively taking steps to improve their health	15



Website Usage

Members registered	36
Information bulletins sent per member *	2.3
Member visits *	128
Items researched per visit *	15.3
* in last 12 months	

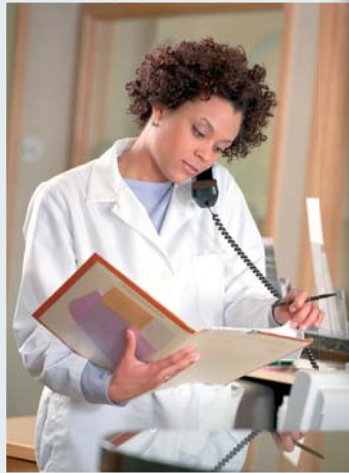
Newly Discovered Conditions	At Risk
Anemia	0
Blood Pressure	0
High Cholesterol	1
Diabetes	0
Kidney Condition	0
Liver Condition	0
Thyroid Condition	1
Metabolic Syndrome*	-

Newly discovered means our testing uncovered an abnormal medical condition that was not entered on the member's health history.

* Metabolic Syndrome is a condition defined as having at least three of these risk factors (large waist measurement, elevated triglycerides, low HDL cholesterol, elevated blood pressure, or high glucose). Metabolic Syndrome increases an individual's risk of having a heart attack, stroke or developing diabetes.



At risk refers to conditions that require immediate medical attention. Interactive Health medical staff has communicated with the people in this group to follow up with their physicians.



At Risk Results

Critical

Anemia	0	0
Blood Pressure	1	0
High Cholesterol	2	0
Diabetes	0	0
Kidney Condition	0	0
Liver Condition	0	0
Possible Cancer	1	0
Thyroid Condition	1	1
Other *	1	1

*: Muscle, Bone, Autoimmune Disease, Parathyroidism, adverse reaction to medication

Mental Health

	Mild	Moderate	Serious
Anxiety	0	1	0
Depression	0	3	0
Stress	0	1	0
Problem Drinking	N/A	N/A	3



Medication Considerations

Diabetes	0
Blood Pressure	1
Cholesterol	3

This section includes members who are aware of their condition and tested out of range, but are not currently on medication for the condition.

Your Company's IHI Scores

The average IHI score for these members is -1, which puts this population in the low risk category.

	Your Company	Peers	IH Clients
High Risk (IHI 26+)	17%	19%	16%
Moderate Risk (IHI 1 to 25)	17%	19%	18%
Low Risk (IHI -20 to 0)	66%	62%	66%

What is IHI?

The IHI (Interactive Health Index) was designed to help members understand where they stand for future risk of coronary heart disease and diabetes.

The index is composed of five modifiable risk factors: smoking, glucose, blood pressure, triglycerides and LDL cholesterol – all potential causes of serious health problems.

Why are we doing it?

Heart disease is the #1 cause of death in the U.S. and also the #1 cause of high medical cost. Luckily, heart disease and diabetes are avoidable. People who meet their goals have a greatly reduced risk of heart disease and diabetes.

IHI Improvements

	Regressed	Same	Improved	Total *
Blood Pressure	-	-	-	0
LDL Cholesterol	-	-	-	0
Glucose	-	-	-	0
Triglycerides	-	-	-	0
Smoking	-	-	-	0

* Total number of members asked to improve based on their last health evaluation

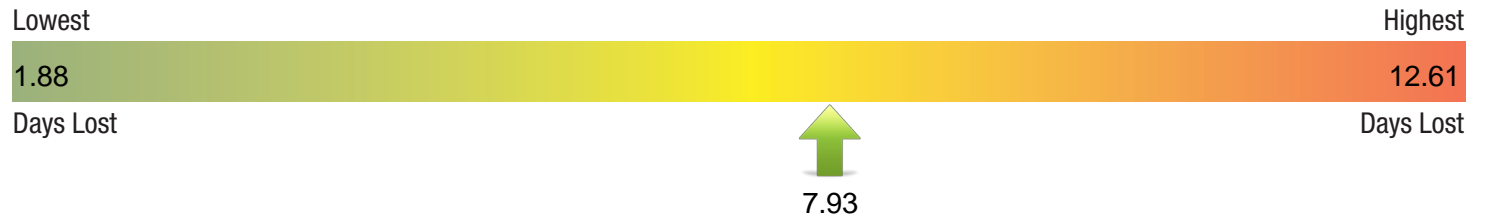


Productivity – Avoidable Estimated Annual Workdays Lost Per Person

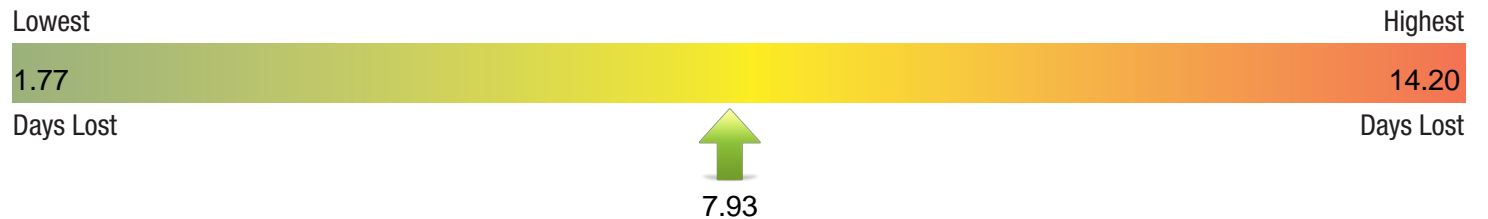
Employee productivity is directly related to the overall financial health of your organization. While sick days contribute to reducing productivity, in most cases sick days are just the tip of the iceberg. Employees who have chronic illnesses and come to work every day (presenteeism) can have a significant negative impact on productivity. Symptoms (headaches, shortness of breath, fatigue,

dizziness, lethargy, etc.) can have a proportionately negative influence on your bottom line. This year's health evaluation program has identified those employees who could contribute to this difficult business problem. Fortunately, Interactive Health will continue to communicate with your employees and encourage them to comply with our recommendations. Active disease management services can also contribute to minimizing the potential impact of presenteeism. The following charts will give you a perspective on where your company ranks in avoidable presenteeism.

Your company compared to your peers



Your company compared to ALL Interactive Health clients



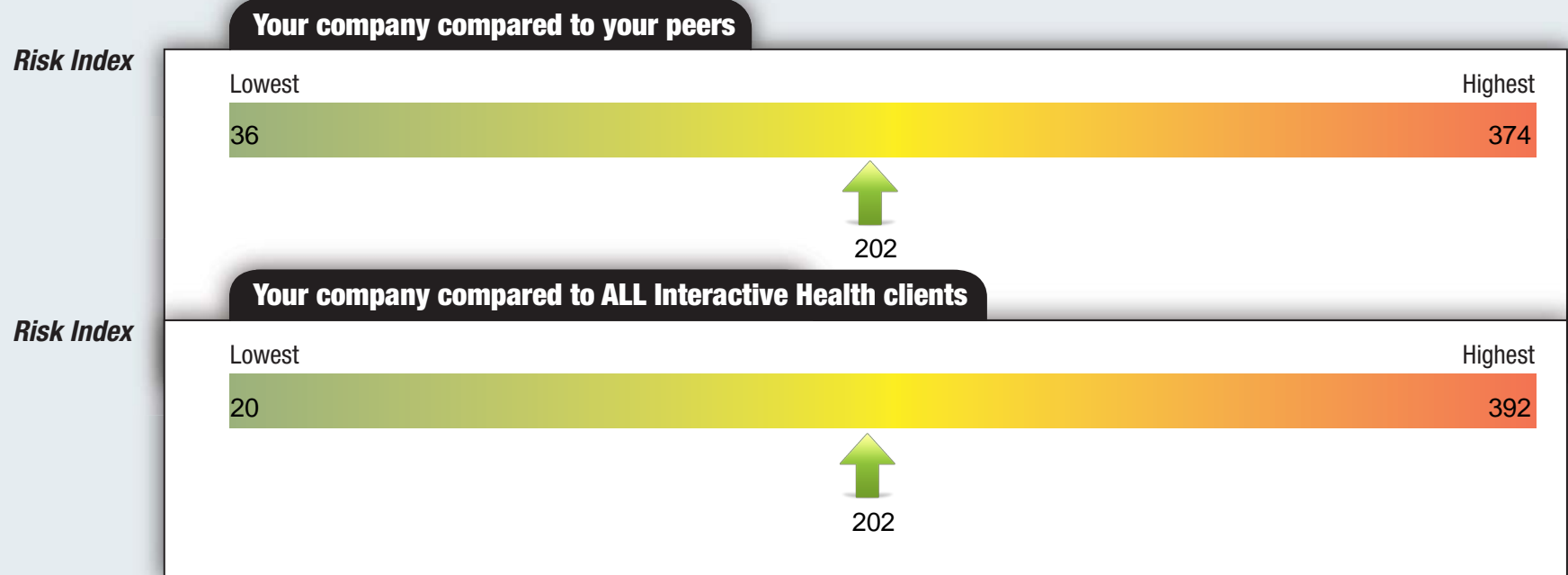
Excludes spouses



Quality – Avoidable Poor Quality

Is anything more important/critical to your company? Did you know that every aspect of your product, sales and service is directly influenced by how your employees feel while they interface with clients, touch your product or attempt to sell new business? We believe that employees who are forgetful, tired, have

difficulty concentrating or remembering, and are irritable are not good for business. Interactive Health has identified some (don't you wish that everyone had participated?) of these people. Our programs will reduce your risk in this area. Poor quality is avoidable!



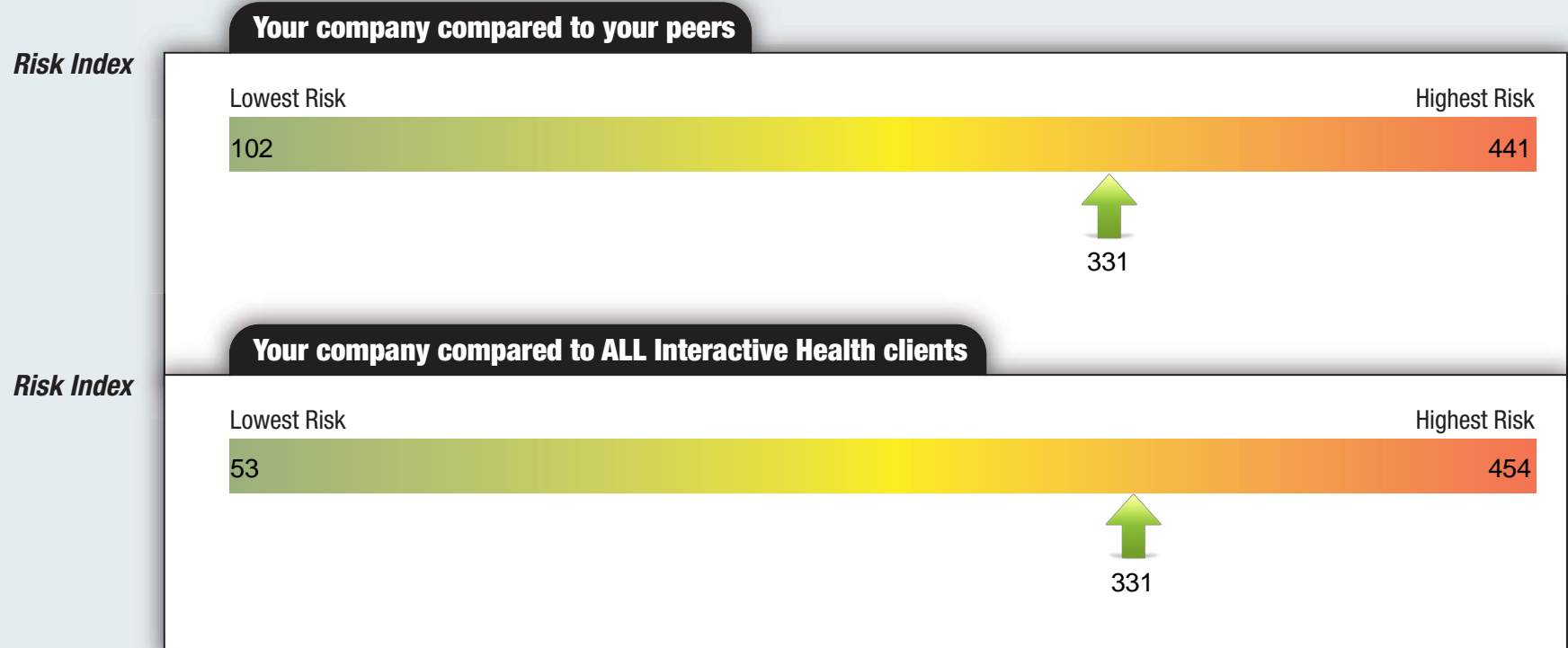
Excludes spouses



Workers' Compensation – Avoidable Accidents Influenced by Disease Symptoms

Since workers' compensation costs, and general liability, are based on past experience, future expense exposure can be minimized by reducing the number and severity of accidents. Symptoms associated with active diseases (fatigue, dizziness, blurred vision, lack of concentration, etc.) can have a dramatic "cause and effect" relationship with accident rates. Interactive Health has identified employees who have diseases which exhibit symptoms that can contribute to high accident rates.

We have also adjusted the probability of accident occurrence by the seriousness of the disease. The diseases that we have focused on include: problem drinking, sleep apnea, diabetes, hypothyroidism and depression. The following analysis looks at your company's risk of accidents that may be influenced by symptoms associated with these controllable medical problems. Your company's risk is compared to risks of peer companies and also to the aggregate risks of all companies in the Interactive Health database. This analysis is unique to Interactive Health.



Excludes spouses

Medical – Avoidable Annual Medical Costs

Typically, annual medical costs can be reduced by proactive intervention at the beginning stage of the disease process. Proper management of medical problems and adherence to lifestyle guidelines can reduce medical costs.

Interactive Health has identified members who have an identifiable disease. We have also considered the seriousness of the disease. The following graph provides an estimate of the potential annual avoidable costs on a per person screened basis. Healthiest companies have the lowest avoidable costs.

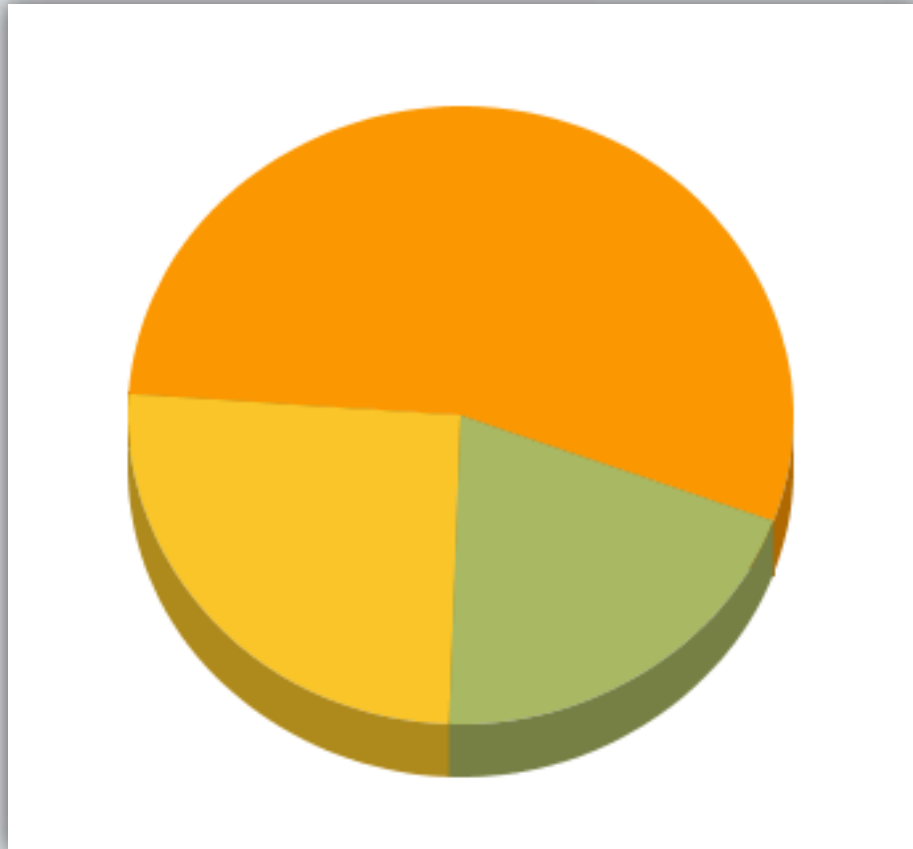
Your company compared to your peers



Your company compared to ALL Interactive Health clients



Estimated Avoidable Annual Medical Costs



Unhealthiest medical plan members (Top 15%)

3 members
\$24,416 per person
\$73,250 total

Moderately unhealthy medical plan members (Next 35%)

4 members
\$8,600 per person
\$34,400 total

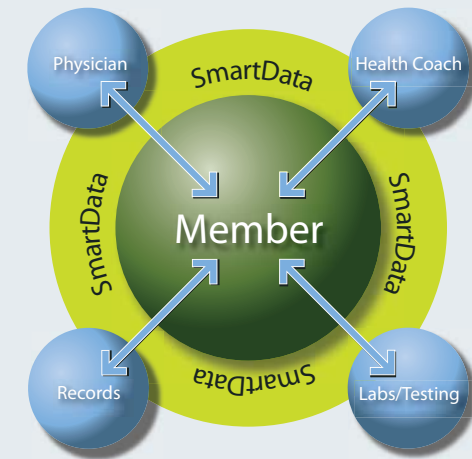
Healthiest medical plan members (Remaining 50%)

29 members
\$927 per person
\$26,900 total

Sources: Cecil Textbook of Medicine, 19th Edition W.B. Sanders Company, Philadelphia, the Healthwise Knowledgebase, NCEP Adult Treatment Panel III Report 2001 NHLBI - Framingham Heart Study - Estimating Coronary Heart Disease (CHD) Risk Using Framingham Heart Study Prediction Score Sheets 2002, Outcomes Research - The Health Status of the United States Workforce, Institute for Health and Productivity Studies, Cornell University. The above are not precise numbers. They are estimates based on the number and severity of untreated medical conditions discovered. INTERACTIVE HEALTH DOES NOT MAKE MEDICAL DIAGNOSES.

Physician Link

Number of people enrolled	8
Number of records provided to physicians	8
Number of additional tests	0
Number of follow up reminders	0



Smart Testing

Diabetes can have a major impact on employee productivity and health care costs. The results of the A1c test show how well those that self-reported themselves as diabetic are managing their condition and identifies those that are newly discovered diabetics and pre-diabetics. Newly discovered means no history of diabetes were indicated, but the A1c results indicate diabetic or pre-diabetic range. An A1c $\geq 7.0\%$ indicates a greater risk of diabetes related complications.

Highlights EXAMPLE

Diabetics (self-reported)

- 16% of A1c recipients
- 48% not in control (A1c $\geq 7.0\%$)
- Average BMI 32

Newly Discovered Diabetics

- 6% of A1c recipients
- 15% had a normal fasting blood glucose (<100 mg/dL)
- 47% had a pre-diabetic fasting blood glucose (100 - 125 mg/dL)
- 35% members with A1c $\geq 7.0\%$
- Average BMI 32

Pre-diabetics (excludes self-reported diabetics)

- 47% of A1c recipients
 - 59% had a normal fasting blood glucose (<100 mg/dL)
 - Average BMI 32
- Potential for becoming next group of diabetics
- opportunity for preventative course of action

EXAMPLE

A1c Testing Results

35% of the members received an A1c test	Members	Provided Results to Physician	Current Estimated Costs *	Preventable Future Costs *
Diabetic range A1c $\geq 6.5\%$	17%	37%	\$930,000	N/A
Pre-diabetic range A1c = 5.7%-6.4%	53%	34%	\$143,000	\$2,860,000
Normal range A1c $\leq 5.6\%$	30%	9%	N/A	\$79,500

* According to the Centers for Disease Control 2007 & American Diabetes Association 2007: On average a pre-diabetic costs the medical plan approximately \$500 per year and a diabetic's direct (medical) and indirect (disability, productivity, quality) costs are approximately \$10,000 per year.



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

HATCHER PASS AVALANCHE CENTER COUNCIL GRANT REPORT

END OF SEASON 2017

**City of Palmer – Council Community Grant 2017
Hatcher Pass Avalanche Center – Post Event Report
April 28, 2017**

Grant application criteria: *Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc.*

Hatcher Pass Avalanche Center has the following mission statement: “...to provide avalanche information and advisories to assist and educate the general public in avoiding avalanches.” HPAC completed its 2016/2017 season on April 15 and provides the following measures of benefit to the community and businesses of Palmer:

Weekly Avalanche Forecasts

- 18 forecasts were made December 17 – April 15, 2107. The season started late due to a delayed snowpack. Forecasts have started as early as October in previous years. As the forecasting program expands and becomes more sustainable, HPAC hopes to move to multiple forecasts per week.

Professional and Volunteer Observations

- In addition to weekly forecasts, HPAC hosts an observation platform at its website with detailed information about the snowpack at various specific locations at Hatcher Pass. During the 2016/2017 seasons, 27 professional observations and an additional 38 volunteer observations from members of the community were made.

Hatcher Pass Snow Stake and Webcam

- The snow stake measuring snow depth at the Hatcher Pass Lodge and the webcam showing a view of the stake and valley below was again maintained by the HPAC advisory board.

Educational Presentations and Workshops

- Attendees at annual evening avalanche awareness presentations:
 - Palmer High School (2/17/16) – 60 attendees
 - Backcountry Bike & Ski (2/25/17) – 6 attendees (poor choice of date)
- Attendees at annual Saturday avalanche workshop at Hatcher Pass
 - Saturday (2/13/16) – 75 attendees
 - Saturday (1/14/17) -50 attendees despite snowstorm and unplowed road

HPAC Website (administered by Alaska Avalanche Information Center, AAIC)

- AAIC contracted with Justin Matley of AKSyS and launched a new website on November 1, 2016.

- Between November 1, 2016, and April 24, 2017, Pageviews of the HPAC Forecast and Observations pages totaled 23,810 for an average of 4105/month with peak month of February that reflected increased snow conditions.
- It is estimated that these Pageviews are represented by 8000-10,000 Unique Visitors for an average of 1379 – 1724 per month.

Social Media – Facebook

- HPAC advisory board launched a Facebook site, “Hatcher Pass Avalanche Center”, in order to reach more of the public. The average Reach per month of the FB site was 600 with an Engagment of 50.
- Certain high interest items such as a video of Jed Workman, HPAC forecaster, analyzing snowpack structure in February had a Reach of 27,000 and an Engagment of 3000 including 500 shares.
- High interest items were human-triggered avalanches or large natural avalanches and the actual forecast advisory.

Summary

Hatcher Pass Avalanche Center published 27 weekly advisories to their website, *hpavalanche.org* over a 5.8 month season in 2016/2017. Professional and volunteer observations of the snowpack published totaled 27 and 38, respectively. Measures of website visitation show significant viewing by the public especially during times of high avalanche danger. Our new Facebook site features high interest items related to avalanche safety and points people to the website for further information.

HPAC continued their educational programs this past season with an evening awareness class held at a local Palmer business and a half-day hands-on workshop at Hatcher Pass. This is the second year to hold these activities and we see this component of the program expanding using Palmer as a base for evening workshops.

Our annual fundraiser held this year at the Palmer Depot was well-attended and allowed HPAC to raise over \$5000.

In short, we find the extended Palmer community supports the Hatcher Pass Avalanche Center and that Palmer is a convenient base for certain HPAC operations. HPAC provides a quality of life benefit to Palmer residents and others who travel through Palmer to enjoy winter recreation at Hatcher Pass in a safe and healthy manner. Many of these visitors begin and end their day in Palmer purchasing local services. Finally, we have placed the seal of the City of Palmer at the HPAC website and invite the City to provide a link at their site to HPAC.

Ralph Baldwin, HPAC – Advisory Board

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
1	Waste Water Treatment Plant Upgrades: MMBR and Secondary Clarifiers to meet EPA/ADEC permit	\$9,000,000- \$14,000,000 (revised estimate after 65%~ \$12,610,290)	August 2020		\$842,107 as of January	Funding Sources On hand: State Grant \$2.5M State Grant: \$145k Enterprise or GF: \$600,000 Applied
a	Engineering/Design to EPA and ADEC (65%)	\$ 900,000	December	Complete	\$842,107 APPROVED	
b	Material Bid (MMBR system components)		December	Complete		
c	Material Bid Award (MMBR system components)	\$ 1,100,000	December	Complete	\$918,760 APPROVED	
d	Financing options(USDA and/or interim financing)		January/February	Complete		State Grant for FY 18 not available-GF loan
e	Permitting from DEC and State Fire Marshall		February	Complete		DEC permit and Fire Marshall review approved and on hand
f	Construction Bid Doc (95%/Final) to USDA		February	Approved		Submtted to USDA for review
g	Construction Bid		April	Working		New bid \$9.5M April 28
h	Bond Resolution to Council		February	Complete		
i	Construction Bid Award (pending financing) to Council	\$ 9,000,000	May			Working with USDA on final bid award notice
j	Townhall on financing and construction schedule		May			Discuss construction schedule, noise/dust mitigation, financing
k	Construction Commence		June			
l	Secondary Clarifier Construction Commence		TBD			
m	MMBR System on line for testing		July 2018			
n	MMBR System tesing complete		April 2019			
o	Secondary Clarifiers on line		August 2020			

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
2	Rehabilitate RW 16/34 & Related Improvements	\$10,000,000- \$11,500,000	October 2017	Pre-Liminary Application Approved by FAA		Funding Sources On hand: State Grant: \$400K COP: \$225k Anticipated FAA: \$9.375M - \$10.781M
a	Engineering/Design in 2 Phases	Phase 1 \$237,913 Phase 2 \$182,579 Total \$420,492	May-17	Phase I nearing completion	\$237, 913 APPROVED	
b	Project Initiation		December	Complete		
c	Stakeholder Coordination		December	Complete		
d	Surveying & Mapping		Jan-17	Ongoing		
e	Geotechnical Evaluation		December	Ongoing		
f	Engineer's Design Report (35%)		Jan-17	Complete		EDR 35% to FAA for Review & Comment 01/10/2017
g	Phase 2 Design funding approval		Jan-17	Complete	\$182,759 Approved	
h	Construction Safety & Phasing Plan		Mar-17	Complete		
i	Final Design and submission to FAA		Apr-17	Complete		Approved by FAA
j	Townhall on project		June			
k	Bid & Grant Assistance		Apr-17	On going		
l	Bids Due		May-17			Due May 18
m	Award & Grant Acceptance from FAA	\$9,375,000.00	June			Anticipated by June 13
n	Construction Mobilization		June			
o	Runway Closed		August 2017			
p	Supplemental FAA Funding	\$1,406,250.00	August 2017			If other Airport Sponsor \$ Becomes Available will require City Match approval
q	Supplemental COP Funding	\$93,750.00	August 2017			
r	Project Completion		October 2017			Ribbon cutting ceremony

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
3	Replace boiler in the Palmer Library.	\$50,000.00	September 2017		\$48,798.00	
a	Engineering and Design	\$4,900.00	In hand	Complete	\$4,900	Engineering documents have been completed by T3 Alaska
b	General Contractor Bid	\$44,100.00	Complete	Awarded	\$43,898.00	Bid awarded to Pinnacle Mechanical
c	Project work and completion		1-Sep-17	Scheduling		Meeting with Pinnacle to establish project timeline and details. Expect project to begin in early June.

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
4	Replace heating system in the Palmer FSS.	\$30,000.00	September 2017		\$10,000.00	
a	Engineering and Design	\$10,000.00	February 2017	Complete	\$10,000	Documents are complete and being reviewed by Wolf Architecture
b	General Contractor Bid	\$20,000.00	TBD	Not Started		Awaiting FAA lease renewal and scheduling of asbestos abatement
c	Project work and completion		October 2017	Not Started		Will establish start and completion dates with winning contractor after bidding process is complete. This project will be tied in with the FSS required FAA upgrade project.

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
5	Palmer FSS interior improvements	\$54,500.00	September 2017	Awaiting new lease signing by FAA	\$8,500.00	
a	Architectural Services and Design	\$8,500.00	February 2017	Complete	\$8,500	Documents are complete and being reviewed by Wolf Architecture
b	General Contractor Bid	\$46,000.00	TBD	Not Started		Awaiting FAA lease renewal and scheduling of asbestos abatement
c	Project work and completion		October 2017	Not Started		Will establish start and completion dates with winning contractor after bidding process is complete. This project will be tied in with the FSS heating system replacement project.

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
6	City Hall and Fire Station 3-1 Parking Lot Upgrade	\$100,000.00	Aug 2017			
a	Engineering and Design	~\$15,000		Complete		HDL is conducting design work for the project and will assist with bid process when complete.
b	Paving Contractor Bid	\$85,000.00	May 2017	Not Started		Will attempt to coordinate with Airport Runway project if possible.
c	Project work and completion		Aug 2017	Not Started		Project will be broken into 2x phases. 1) Front and employee parking lots 2) Fire Station driveway

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
7	Bogard Road Booster Station to provide adequate pressure and flow for the western portion of Bogard Rd Water Main Extension Project.	\$1,420,000.00	TBD	Land Prep and Engineering Drawings Working	\$118,595.00	Through use of remaining grant funds (14-DC-125), PW has contracted HDL Engineering for Preliminary Engineering and site preparation.
a	HDL conduct preliminary engineering work and booster station site prep	\$118,595.00	July 2017	Working	\$118,595.00	35% Construction and Engineering drawings/specs are complete and have been reviewed and returned to HDL. HDL is incorporating the changes and updates.



Norma I. Alley, MMC
City Clerk

Phone: (907) 745-3271
Direct: (907) 761-1321
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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 May 9, 2017, Council Meeting

1. The monthly Boards & Commissions attendance spreadsheets are attached.
 - a. AAC
 - b. BED
 - c. PRCRAB
 - d. P&ZC
2. Upcoming Meetings

The tentative meetings schedule for 2017 is attached.

Meeting Date	Meeting Type	Time	Notes
May 23	Regular	7 pm	
June 13	Special	6 pm	Audit Report
June 13	Regular	7 pm	
June 27	Special	6 pm	Mid-Year Budget Review
June 27	Regular	7 pm	
July 11	Regular	7 pm	
July 25	Regular	7 pm	
Aug 8	Regular	7 pm	
Aug 22	Regular	7 pm	
Sept 12	Regular	7 pm	
Sept 26	Regular	7 pm	
Oct 9	Special	6 pm	Election Certification
Oct 10	Regular	7 pm	
Oct 17	Special	6 pm	2018 Budget
Oct 24	Special	6 pm	2018 Budget
Oct 24	Regular	7 pm	
Nov 7	Special	6 pm	2018 Budget
Nov 14	Special	6 pm	2018 Budget

Nov 14	Regular	7 pm	
Nov 21	Special	6 pm	2018 Budget
Nov 28	Special	6 pm	2018 Budget
Nov 28	Regular	7 pm	
Dec 5	Special	6 pm	2018 Budget
Dec 12	Special	6 pm	2018 Budget
Dec 12	Regular	7 pm	Budget Adoption
Dec 26	Regular	7 pm	
Jan 9, '18	Regular	7 pm	

City of Palmer

Airport Advisory Commission Members

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

Seat	Board Member	Term Expires
A	John Lee	Oct. 2019
B	Kenneth More	Oct. 2019
C	Jeff Helmericks	Oct. 2017
D	Andrew Weaver	Oct. 2018
E	Joyce Momarts	Oct. 2017
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.

2017 Attendance Record

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

2016 Attendance Record

Board Member	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Lee	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
More	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Helmericks	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Weaver											E	✓
Momarts	E	✓	✓	✓	✓	✓	✓	✓	E	✓	✓	✓
Jardine											✓	✓
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	LaMarr Anderson	Oct. 2017
D	Christopher Chappel	Oct. 2018
B	Peter Christopher	Oct. 2019
E	Janet Kincaid	Oct. 2019
C	Lorie Koppenberg	Oct. 2018
F	Tendra Nicodemus	Oct. 2017
G	Dusty Silva	Oct. 2018
CC	David Fuller	Oct. 2017
PZC	Not Yet Appointed	Oct. 2017

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.

2017 Attendance Record

Board Member	Jan	Feb	Mar	Mar **	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Anderson	E	✓	✓	✓	✓								
Chappel	✓	✓	✓	✓	✓								
Christopher	✓	✓	✓	E	✓								
Kincaid	✓	E	✓	✓	✓								
Koppenberg	✓	✓	E	✓	✓								
Nicodemus	✓	✓	✓	✓	✓								
Silva	✓	✓	✓	✓	✓								
Fuller	✓	✓	✓	✓	✓								
PZ&C	V	V	V	V	V								

2016 Attendance Record

Board Member	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Anderson	*	✓	✓	✓	✓	E	✓	✓	✓	✓	✓	✓
Chappel	*	✓	✓	✓	✓	✓	✓	✓	✓	✓	E	✓
Christopher											✓	✓
Kincaid											✓	✓
Koppenberg	*	E	✓	✓	E	✓	✓	✓	✓	✓	E	✓
Nicodemus	*	E	✓	✓	✓	E	E	E	✓	✓	E	✓
Silva	*	✓	✓	✓	✓	✓	✓	E	✓	✓	✓	✓
Fuller												✓
PZ&C	V	V	V	V	V	V	V	V	V	V	V	V

* Meeting Cancelled
 ** Special Meeting
 ✓ – Present

E – Excused Absence
 U – Unexcused Absence
 V – Vacant

City of Palmer

Parks, Recreation and Cultural Resources Advisory Board Members

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

Seat	Board Member	Term Expires
A	Stephanie Allen	Oct. 2017
F	Meggie Aube-Trammell	Oct. 2018
D	Shannon Connelly	Oct. 2019
B	Jo Ehmann	Oct. 2018
C	Dot Helm	Oct. 2017
E	Jan Newman	Oct. 2017
G	Fran Seager-Boss	Oct. 2017

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

2017 Attendance Record

Board Member	Jan	Feb	Mar	Mar **	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Allen	E	✓	✓	E	✓								
Aube-Trammell	✓	✓	✓	✓	✓								
Connelly	✓	✓	✓	✓	✓								
Ehmann	✓	✓	✓	✓	✓								
Helm	✓	✓	✓	✓	✓								
Newman	✓	E	✓	E	✓								
Seager-Boss	✓	✓	E	E	✓								

2016 Attendance Record

Board Member	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Allen	✓	✓	U	E	✓	E	✓	✓	✓	✓	✓	✓
Aube-Trammell	✓	✓	✓	✓	✓	✓	✓	✓	E	✓	✓	✓
Connelly											✓	✓
Ehmann	✓	✓	E	✓	✓	E	✓	E	✓	✓	✓	✓
Helm	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Newman	✓	E	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Seager-Boss			E	✓	E	✓	✓	✓	✓	U	U	✓

* Meeting Cancelled

** Special Meeting

✓ – Present

E – Excused Absence

U – Unexcused Absence

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. 2017
B	Erik Cordero-Giorgana	Oct. 2019
C	Merry Maxwell	Oct. 2018
D	Kristy Thom Bernier	Oct. 2019
E	Dan Lucas	Oct. 2017
F	David Petty	Oct. 2018
G	Douglas Cruthers	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.

2017 Attendance Record

Commissioner	Jan	Feb	Mar	Apr **	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ornquist	✓	*	✓	✓	✓								
Cordero-Giorgana	✓	*	E	U	U								
Maxwell	✓	*	✓	E	✓								*
Thom Bernier	✓	*	✓	✓	E								
Lucas	✓	*	✓	✓	✓								*
Petty	✓	*	✓	✓	✓								*
Cruthers	E	*	E	✓	✓								*

2016 Attendance Record

Commissioner	Jan	Feb	Mar	Apr **	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ornquist											✓	✓
Cordero-Giorgana											U	E
Maxwell	✓	*	✓	✓	E	✓	✓	✓	✓	E	E	✓
Thom Bernier											✓	✓
Lucas	✓	*	✓	✓	✓	✓	E	✓	✓	✓	✓	✓
Petty	✓	*	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cruthers	✓	*	✓	✓	✓	U	✓	✓	✓	✓	✓	✓

- * Meeting Cancelled
- ** Special Meeting
- ✓ – Present
- E – Excused Absence
- U – Unexcused Absence

Mayor's Memo

Council Meeting report – May 8, 2017

OUTREACH:

- ✓ **Walkability – held on April 27 at depot – attended by both City of Palmer residents, City of Wasilla, City of Houston and Big Lake plus Mat Su Borough residents**

MEETINGS:

- ✓ **Thursday, National Day of Prayer, at noon time by borough gym**
- ✓ **Farewell – John Lee – 5 to 7 pm – Mat Su Regional Medical Center – City Manager has provided a print of Palmer to be presented as gift**
- ✓ **CAR Show – MTA Event Center – May 5 and 6**
- ✓ **BP – Teachers of Excellence – honoring Dee McKee – Palmer Middle School teacher**

UP COMING EVENTS

- ✓ **Town Hall meeting on Sewer Project**
- ✓ **Outreach to High school age student(s) for Boards and Commission**
- ✓ **Mayor's Minute on Radio – May 12**
- ✓ **Town Hall meeting in April on airport improvements**
- ✓ **Palmer Clean Up Day – May 12 and 13**
- ✓ **Alaska Bible College – graduation – senior center building – 2 pm on May 13**
- ✓ **Palmer Junior High graduation – May 18**
- ✓ **Mayor/Manager's meeting – Palmer – May 18 - 3:30 pm**
- ✓ **Work Force Luncheon – May 25 – Job Corps**
- ✓ **Art Festival – Machentz at Massay Theatre – June 2 6 pm**
- ✓ **Rally to the Ranch – Ranch – fundraiser – June 3**
- ✓ **Palmer Pride – July 28 – starting thinking of Citizen of Year; Business Person of the Year;**

Leaders choose the right things to do
and managers do those things.

**City of Palmer
Ordinance No. 17-007**

Subject: Repealing Chapter 17.84 of the Palmer Municipal Code in its Entirety and Adopting a New Chapter 17.84 Planned Unit Development

Agenda of: April 11, 2017 - Introduction
 April 25, 2017 – 1st Public Hearing
 May 9, 2017 – 2nd Public Hearing

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


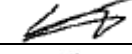
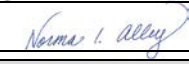
Originator Information:

Originator: Community Development Director Sandra Garley

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development		3/20/17
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

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

Certification of Funds:

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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature:



Attachment(s):

- Ordinance No. 17-007
- Planning and Zoning Commission Recommendation
- Current PMC 17.84

Summary Statement:

This ordinance will replace current Chapter 17.84 Planned Unit Development which uses a conditional use process to handle planned unit developments with a new chapter that will process applications for this type of development in the same way as a zone change. The current Chapter 17.84 was added to the Municipal Code in 1992.

Since Planned Unit Development may involve a mixture of residential and non-residential uses and impact both utility services and traffic on city maintained streets, this type of development is a permanent change in land use and therefore should be reviewed and the site plan approved by city council.

The P&Z Commission recommended no changes to PUD process.

Administration's Recommendation:

Adopt Ordinance No. 17-007 repealing Chapter 17.84 of the Palmer Municipal Code in its entirety and adopt a new Chapter 17.84 Planned Unit Development.

Introduced by: Council Member Hanson
and Deputy Mayor Combs
Date: April 11, 2017
Public Hearing: April 25, 2017
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 17-007

An Ordinance of the Palmer City Council Repealing Chapter 17.84 of the Palmer Municipal Code in its Entirety and Adopting a New Chapter 17.84 Planned Unit Development

WHEREAS, currently Chapter 17.84 treats Planned Unit Development as conditional uses with the Planning and Zoning Commission having final authority for approval and;

WHEREAS, Planned Unit Developments are land uses that have long term effects on property; and

WHEREAS, Council has determined that Planned Unit Development should be reviewed and processed as a rezoning of property.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. The current Chapter 17.84 is hereby repealed in its entirety.

Section 4. A new Chapter 17.84 is hereby adopted to read as follows:

**Chapter 17.84
PLANNED UNIT DEVELOPMENT (PUD)**

Sections:

- 17.84.010 Intent.
- 17.84.020 Permitted locations.
- 17.84.030 Site area.
- 17.84.040 Permitted uses.
- 17.84.050 Application process.

- 17.84.060 Pre-application conference.
- 17.84.070 Commission review.
- 17.84.080 Council action for adoption.
- 17.84.090 Action on final plan.
- 17.84.100 Final plan.
- 17.84.110 Minor adjustments.
- 17.84.120 Major adjustments.
- 17.84.130 Status of PUD approval.

17.84.010 Intent.

The intent of the planned unit development (PUD) zoning district is to:

A. Effect a zoning change to the existing (underlying) zone through the process outlined in PMC 17.80 as follows:

1. The proposed change is in accordance with the borough and city comprehensive plan;
2. The proposed change is compatible with surrounding zoning districts and the established land use pattern;
3. Public facilities such as schools, utilities and streets are adequate to support the proposed change;
4. Changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change; and
5. The proposed change is consistent with the public welfare and does not grant a special privilege to the owners; and

B. Permit flexibility in design, placement of buildings, and use of open spaces, including modification in requirements for lot frontage, building setbacks, and design of circulation facilities to best use site potentials afforded by special features of geography, topography, size or shape; and

C. Encourage creative approaches in land development that will result in a more efficient, desirable environment in harmony with that of the surrounding area, including but not limited to providing a higher population density and increased intensity of use than is permitted in the zone in which the project is located. However, the minimum lot area per dwelling unit in planned unit development shall not be less than the minimum lot area per dwelling unit in the R-4 High Density Residential District as listed in 17.27.060(C). Appropriate mixing of uses and alternative approaches to development are permitted through the PUD zoning district process; and

D. To further this intent, the terms and conditions of a PUD district supplement the regulations in the underlying zoning district, and modify and supersede any conflicting regulations in the underlying zoning district.

E. A PUD zoning classification that contains commercial uses, where one or more buildings are principally designed for use for the retail sale of merchandise, and where the total building(s)

footprint exceeds 20,000 square feet, may only be approved in conjunction with an approved overall site plan in accordance with the criteria for a Large Retail Establishment Permit.

17.84.020 Permitted locations.

A. Planned unit development projects may be approved only in R-1, R-2, R-3, R-4, R-1E, CL and CG zones.

B. The site must abut, and the major internal street serving the planned unit development project must be directly connected to, a public road which has been improved, established, and is maintained by the city, borough or state.

C. In the R-1 district, commercial uses must front on a major arterial, arterial or commercial street.

17.84.030 Site area.

The required minimum area for a PUD is 60,000 square feet. The minimum area may be waived when planned unit development is used to facilitate redevelopment in the central business district as depicted on the most recently adopted zoning district map.

17.84.040 Permitted uses.

In a residential, nonresidential or mixed land use PUD, various land uses may be permitted, subject to limitations or conditions, if such uses are deemed by the council to be appropriate and further the goals of the city comprehensive plan. The following uses may be permitted in a PUD:

1. One-family, two-family, and multifamily residences;
2. Commercial uses as may be specifically and selectively authorized;
3. Recreational facilities including, but not limited to, tennis courts and playgrounds;
4. Schools, libraries, public buildings and community halls;
5. Shopping malls;
6. Any permitted or conditional use in the underlying zone.

17.84.050 Applications process.

The application process for a PUD involves a four (4) step process including (1) a pre-application conference, (2) preliminary review by the planning and zoning commission with written recommendation forwarded to the city council, (3) council action, and (4) action on final plan.

17.84.060 Pre-application conference.

A. Before submitting application for approval of a PUD, the applicant shall confer in a pre-application conference with the zoning administrator, public works, the building official, and the fire department to obtain information and guidance regarding land development regulations, the city's Comprehensive Plan and the application process. At the pre-application conference, the applicant shall submit a preliminary sketch plan for the proposed PUD, containing both maps and a written statement. All maps shall show enough of the surrounding area to demonstrate the

relationship of the PUD to adjoining uses. The maps that are a part of the preliminary sketch plan may be in general schematic form but must contain enough information to obtain feedback from city officials and consultants.

B. Contents of preliminary PUD plan. Upon completion of the pre-application conference stage, a preliminary PUD application shall be submitted to the commission for its review. At a minimum, the preliminary PUD plan shall contain the following information:

1. Name, address and phone number of applicant.
2. Name address, and phone number of Alaska registered surveyor, professional civil engineer, architect, landscape architect who prepared the preliminary plan.
3. Legal description of the property
4. Description of existing and proposed use(s).
5. A vicinity map at a scale no greater than one to one thousand (1:1000) feet showing property lines, streets, existing and proposed zoning, and such other items as the commission and council may require to show how the proposed development relates to adjacent land uses.
6. A preliminary development plan at a scale approved by the commission showing topography at two (2) foot intervals; location and type of residential, commercial, and industrial land uses; layout, dimensions, and names of existing and proposed streets, rights-of-way, utility easements, parks and community spaces; layout and dimensions of lots and building setback lines; preliminary improvements drawings showing water, sewer, drainage, electricity, telephone, and natural gas; and such other information as the commission deems necessary.
7. Proposed schedule for the development of the site.
8. The applicant must provide a narrative describing how the proposed PUD will provide a complementary mixture of uses or housing types, or clustering of units to preserve common open space, in a design not possible under current zoning district dimensional regulations will have a beneficial effect, in terms of public health, safety, welfare, or convenience.
9. The number and dimensions of off-street parking shall be sufficient to meet the minimum required by the ordinances of the city. However, where warranted by overlapping or other parking arrangements, the commission or the council may reduce the required number of parking spaces.
10. All streets and parking areas within the planned unit development shall meet the minimum construction and other requirements of city ordinances.
11. Extensive landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private

property.

12. Effort shall be used to preserve significant natural, historical, and architectural features.
13. Public water and sewer facilities shall be available or shall be provided for by the developer as part of the site development.
14. Safe, convenient, uncongested, and well defined vehicular and pedestrian circulation within and to the site shall be provided.
15. Drives, streets and other elements shall be designed to discourage through traffic, while promoting safe and efficient traffic operations within the site and at its access points.
16. The uses proposed shall be consistent with the city comprehensive plan.

17.84.070 Commission preliminary review.

A. Upon receipt of a complete application for a PUD, the zoning administrator shall schedule a public hearing date before the commission following the established meeting schedule. Notice of the public hearing shall be in accordance with PMC 17.80.030.

B. Before the commission may act on the PUD application, the commission shall review the preliminary plan to determine if it is consistent with the intent and purposes of this ordinance; whether the proposed development advances the general welfare of the community and neighborhood; and whether the benefits, combination of various land uses, and the interrelationship with the land uses in the surrounding area justify the deviation from standard district regulations.

C. Within thirty days following the conclusion of the public hearing, and upon making the required findings for a zone change and in conformance with 17.84.070(B), the commission shall make a written report to the council for approval or modification of the proposed PUD zone change, and shall recommend that the council approve a change from preliminary site plan to interim site plan as submitted or as modified.

D. If unable to make the required finding to support approval, the commission shall deny both the rezoning and the preliminary site plan and no further action shall be taken thereon unless the initiating party or property owner within 20 days of the commission decision files a written statement with the city clerk requesting the PUD be considered by city council.

17.84.080 Council action.

The following council action shall be required for a PUD zoning district:

A. Upon receipt of a written recommendation for adoption of a PUD zoning district and approval of the preliminary plan by the commission, or by appeal of the petitioner, the city clerk shall cause an ordinance to be prepared setting forth the details of the proposed zoning map amendment. The ordinance shall be introduced at the next council meeting in the normal course and a date for the public hearing established. The city clerk shall give notice of the public hearing in accordance with the procedures of PMC 17.80.030. Notice of the public hearing given to the

property owners described in PMC 17.80.030(A)(2) shall include a description of the protest rights established by PMC 17.80.081.

B. After due consideration of the recommendation by the commission, written comments received from the public, testimony at the public hearing, the information provided, and the effect the proposed change would have on the public health, safety, welfare, and convenience, the council may decide to approve PUD rezoning and grant interim approval of the PUD site plan, deny the PUD rezoning, or may decide to amend the PUD district as follows:

1. As submitted by the initiating party; or
2. With special limitations, more restrictive than submitted; provided that a PUD initiated under this chapter may be so modified only with the written consent of the initiating party.

C. For a PUD zoning district, the decision of the council shall be final.

17.84.090 Action on final plan.

A. The applicant shall, within one year of the date of council interim approval of the PUD site plan, submit a final PUD plan of the proposed development to the zoning administrator, which must incorporate all the changes and conditions required by the council. An appeal stays the decision appealed until a written decision is rendered.

B. The final PUD plan must include reproducible copies of all necessary maps and drawings. The zoning administrator may approve of the final PUD plan if the plan is substantially the same as the interim PUD plan approved by the council and all changes and conditions of the approval have been satisfactorily met.

C. If the final plan is not received within one year of council approval of the interim plan, the approval of the interim plan expires and the applicant may renew consideration of the PUD project only by filing a new application under this chapter.

D. No permit of any nature may be issued by the city relating to the PUD project until the final PUD plans have been approved.

E. No activity or improvements may commence on the site in furtherance of the approved PUD or PUD phase until all construction surety bonds have been posted with and approved by the city, any necessary final plat has been approved and recorded and a notice to proceed has been issued by the zoning administrator.

F. The PUD resulting from application of provisions of this section must be indicated on the official city zoning map and identified thereon by the symbol "PUD" with appropriate reference to the PUD plan and explanatory text.

17.84.100 Final plan.

A. The final plan shall be in substantial conformance with the interim site plan approved by council.

B. The final site plan shall include all the following information:

1. Application form and required fee as set by resolution.
2. A schedule indicating the period within which the project will be completed.
3. Building footprints, setbacks, floor plans and elevations showing height for all proposed structures; typical layout for project structures.
4. Locations of utility services (with sizes), noting which will remain and which are to be removed, including storm drainage, sanitary/storm sewer, fire hydrants, and any public or private easements.
5. Detailed description and location of stormwater management system including pre- and post-site development run-off calculations used for determination of stormwater management.
6. A landscape plan indicating proposed plant locations with common plant name, number, and size at installation. Berms, retaining walls or fences shall be shown with elevations from the surrounding average grade.
7. A site grading plan with existing and proposed topography at a minimum of two-foot contour intervals and with topography extending a minimum of fifty (50) feet beyond the site in all directions and further where required to indicate stormwater run-off into an approved drain or detention/retention pond.
8. Locations of significant natural, historical, and architectural features, including trees, that will be designated "to remain," and/or location and acreage of areas "not to be disturbed;" noting protection method such as a fence, barrier or police line installed prior to site preparation.
9. Location and method of screening for all refuse storage stations/dumpsters.
10. Location and dimensions of parking spaces, loading/unloading areas and calculations to meet the parking requirements.
11. Details of exterior lighting including locations, height, method of shielding.
12. Locations of all signs including:
 - a) Location, type, height and method of lighting for identification signs;
 - b) Location and type of any directional or regulatory/traffic control signs.
13. Details of site circulation and access design, including:
 - a) Indication of street pavement widths and pavement type;

- b) Street horizontal and vertical dimensions, including curve radii;
 - c) Dimensions of access points, including deceleration or passing lanes, distance from adjacent driveways or intersection streets, including those across a street;
 - d) Identification of width and material to be used for pedestrian paths.
14. Written verification of access easements or agreements, if applicable.
15. A note on each plan sheet stating, "Not to be used as construction drawings."
16. Any additional graphics or written materials requested by the commission or council to assist in determining the impacts of the proposed site plan, including, but not limited to, economic or market studies; impact on public primary and secondary schools, and utilities; traffic impacts; impact on significant natural, historical, and architectural features and drainage; impact on the general area and adjacent property; and estimated construction cost.
17. The following information shall be submitted as a part of an application for permission to commence any type of development within a floodplain:
- a) The elevation in relation to mean sea level of the floor, including basement, of all structures;
 - b) A description of the extent to which any watercourse will be altered or relocated as a result of proposed development;
18. Additional information that may be reasonably necessary to determine compliance with the provisions of this chapter.

17.84.110 Minor adjustments.

A. In considering the final plan, the zoning administrator may permit minor adjustments to the approved interim PUD site plan in location and dimensions of buildings if required by engineering or other circumstances not foreseen at the time the interim plan was approved by council provided such adjustments shall not:

- 1. Exceed the permitted lot coverage or the total density authorized in the interim PUD site plan;
- 2. Change the orientation of the project;
- 3. Change the use(s) of land from that approved on the interim PUD site plan; or
- 4. Increase the traffic nor change any points of ingress to or egress from the site.

B. The developer must advise the zoning administrator in writing of any and all minor adjustments. A record of any action under this section must be made a part of the final PUD plan by the zoning administrator.

17.84.120 Major adjustments.

In the event the final plan contains substantial changes from the approved interim PUD site plan as described in 17.84.110(A)(1-4) above, the zoning administrator shall forward the final PUD plan to council for its review and final approval.

17.84.130. Status of PUD approval.

A. Final approval of a PUD application confers on the applicant and any subsequent owners of the PUD property the right to utilize the property included as part of the approved PUD in accordance with the overall density, dwelling unit mix and final plan of the approved PUD. However, for the total PUD or for each portion of the PUD, if staging of development is planned, a site plan review by the zoning administrator is required for each phase, prior to the issuance of building permits, and for any portion of the PUD having a council approved interim PUD plan

B. Signed agreement. If the application and site plan are approved by the council, the applicant and all owner(s) of record or the legal representative of the owner(s) of record of all property included within the planned development shall then sign an agreement that the approved application and site plan, and the conditions of approval, shall be binding upon the applicant and owner(s) of record and upon their heirs, successors, and assigns. The city shall require a bond or surety to guarantee construction of road, water, and sewer improvements. Such agreement shall be reviewed and approved by the council. The application and site plan shall not be officially approved nor may the building permit be issued, until said agreement has been signed as required herein and has been received by the city clerk.

C. Revocation or changes. The council may revoke a PUD or any portion thereof in instances where substantial construction activity has not been ongoing anywhere within the PUD within a three (3) year period after the final approval. Revocation of any portion of a PUD reverts that portion of the PUD to the status and requirements of the original zoned district, without benefit of the PUD provisions. Proposed changes in a PUD, other than those considered a part of site plan review for all or a portion of the PUD, must be processed in the same manner as the original PUD procedure. The council shall give notice of intention to revoke such approval at least thirty (30) days prior to review by the council.

Section 5. Effective Date. Ordinance No. 17-007 shall take effect upon adoption by the City of Palmer City Council.

Adopted this _____ day of _____, 2017.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

PALMER PLANNING AND ZONING COMMISSION

RESOLUTION NO. 17-001

A RESOLUTION OF THE PALMER PLANNING AND ZONING COMMISSION REPORTING TO CITY COUNCIL ON COMMISSION'S CONSIDERATION OF TEXT AMENDMENT TO PMC 17.84 PLANNED UNIT DEVELOPMENT (PUD)

WHEREAS, as requested by City Council, at the November 17, 2016 Planning and Zoning meeting the Commission began discussion on a text amendment to PMC 17.84 Planned Unit Development (PUD) to change the process from a conditional use process to a zone overlay process with City Council as final authority; and

WHEREAS, at the December 15, 2016 Planning and Zoning meeting, the Commission continued their discussion and began formalizing their reasons for their recommendation; and

WHEREAS, the Planning and Zoning Commission has summarized their reasons on the attached Memorandum dated January 19, 2017 for recommending no change to the current approval process of Planned Unit Developments (PUD) in PMC 17.84; and

WHEREAS, at the January 19, 2017 meeting, the Commission also discussed adopting an appeal to City Council process from a decision of the Commission regarding a Planned Unit Development; and

NOW, THEREFORE, BE IT RESOLVED that the Palmer Planning and Zoning Commission does hereby recommend the City Council not change PMC 17.84 Planned Unit Development (PUD) from the current conditional use process to a zone overlay process with City Council as final authority.

Passed by the Planning and Zoning Commission of the City of Palmer, Alaska, this 19th day of January, 2017.



Dan Lucas, Chairman



Kimberly A. McClure
Planning & Code Compliance Technician



MEMORANDUM

TO: Palmer City Council
FROM: Planning & Zoning Commission
DATE: January 19, 2017
SUBJECT: Report to City Council on text amendments to PUD

At the November 17, 2016 Planning and Zoning meeting, the Commission discussed text amendments to PMC 17.84 Planned Unit Development (PUD) to change the process from the current one with City Council as final authority.

As requested, the Planning and Zoning Commission has reviewed PMC 17.84 Planned Unit Development (PUD) text and recommends no change to the process of approval of Planned Unit Developments. Below is a summary of the Planning and Zoning Commission's reasons for recommending no change to the current procedures or processing of Planned Unit Developments:

- 1) The PUD language should remain as is to guard against the possibility that a special interest group could influence City Council. There are rules currently in place to prevent such occurrence.
- 2) The Planning & Zoning Commission is a neutral "appointed" body, providing a layer of insulation between it and the "elected" City Council, who could more likely be swayed by the emotions of the citizens in the event of an unpopular decision. The Council has so many other important areas of responsibility, they rarely have the time to look deeply into these matters and render a judgement/decision that follows the intent of the City's Comprehensive Plan. It is the business of the appointed Commission to make decisions with the future of the community foremost in mind, in accordance with the Comprehensive Plan and existing regulations.
- 3) There are adequate safeguards and an appeal process currently in place to address any unpopular decisions of the Planning & Zoning Commission.
- 4) The current process provides checks and balances that may no longer be in place should final authority be handed off to the City Council. The concern is that decisions may be made using criteria that may not be in the best long term interest of the City.

Chapter 17.84

PLANNED UNIT DEVELOPMENT (PUD)

Sections:

- 17.84.010 Intent.
- 17.84.020 Permitted locations.
- 17.84.030 Site area.
- 17.84.040 Permitted uses.
- 17.84.050 Standards and criteria.
- 17.84.060 Informal review.
- 17.84.070 Formal review.
- 17.84.080 Contents of application.
- 17.84.090 Action on preliminary plan application.
- 17.84.100 Action on final PUD plan.
- 17.84.110 Permissive variations.
- 17.84.120 Minor adjustments.
- 17.84.130 Density bonus and parking reduction.
- 17.84.140 Common open space and facilities.

17.84.010 Intent.

The intent of the planned unit development (PUD) conditional use process is to:

A. Permit flexibility in design, placement of buildings, and use of open spaces, including modification in requirements for lot frontage, building setbacks, and design of circulation facilities to best use site potentials afforded by special features of geography, topography, size or shape; and

B. Encourage creative approaches in land development that will result in a more efficient, aesthetic and desirable environment in harmony with that of the surrounding area, while at the same time providing a slightly higher population density or increased intensity of use than is permitted in the zone in which the project is located. Appropriate mixing of uses and alternative approaches to development are permitted through the PUD process. (Ord. 454 § 4, 1992)

17.84.020 Permitted locations.

A. Planned unit development projects may be approved only in R-1, R-2, R-3, R-4, R-1E, CL and CG zones.

B. The site must abut, and the major internal street serving the planned unit development project must be directly connected to, a public road which has been improved, established, and is maintained by the city, borough or state.

C. In the R-1 district, commercial uses must front on a major arterial, arterial or commercial street. (Ord. 05-024 § 3, 2005; Ord. 454 § 4, 1992)

17.84.030 Site area.

The required minimum area for a PUD is 60,000 square feet. The minimum area may be waived when planned unit development is used to facilitate redevelopment in the central business district as depicted on the most recently adopted zoning district map. (Ord. 10-012 § 3, 2010; Ord. 454 § 4, 1992)

17.84.040 Permitted uses.

In a residential, nonresidential or mixed land use PUD, various land uses may be permitted, subject to conditions, if such uses are deemed by the commission to be appropriate and further the goals of the city comprehensive development plan. The following uses may be permitted in a PUD:

A. One-family, two-family, and multifamily residences;

B. Commercial uses as may be specifically and selectively authorized;

- C. Recreational facilities including, but not limited to, tennis courts and playgrounds;
- D. Schools, libraries, public buildings and community halls;
- E. Shopping malls;
- F. Any permitted or conditional use in the underlying zone. (Ord. 10-012 § 3, 2010; Ord. 454 § 4, 1992)

17.84.050 Standards and criteria.

All standards of PMC 17.72.050 for approval of a conditional use and the following must be met:

- A. Each development must provide space for private use and reasonable visual and acoustical privacy for dwelling units on and off the site. Mitigating measures may include fences, insulation, walks, barriers and landscaping;
- B. Building spacing, setbacks, lot coverage, and height must be designed to provide adequate provisions for natural light and air;
- C. The PUD must be integrated with surrounding land uses and minimize any negative impacts on them;
- D. The PUD must be shown not to overload the street system or result in unsafe access or danger to pedestrians and must be in conformance with the most recently adopted city traffic study;
- E. Parking, loading spaces, and landscaping must comply with the requirements of Chapter 17.64 PMC and be adequate and safe for the proposed use and in conformance with the requirements of the underlying zone, unless a reduction is approved under PMC 17.84.130(B). The commission may require a surety bond to guarantee development and one year of maintenance of these improvements;
- F. The PUD must provide an attractive mix of designs, setbacks, elevations and floor plans. Generally, identical designs should not be proposed of adjoining lots;
- G. All proposed improvements for roads, storm drains, sewer, water and sidewalks must meet the current standard specifications of the city. (Ord. 10-012 § 3, 2010; Ord. 454 § 4, 1992)

17.84.060 Informal review.

A proposed plan must first be submitted for informal review to the commission. The plan must include the location, general layout of streets, parking areas, ingress and egress, building design and type of uses proposed. A written report on the proposed plan will be provided to the developer which summarizes the concerns and recommendations of the commission. (Ord. 10-012 § 3, 2010; Ord. 454 § 4, 1992)

17.84.070 Formal review.

At any time within six months of the date of the commission report under PMC 17.84.060, the applicant may file to initiate formal review of the PUD request. An application for preliminary PUD plan approval and for a conditional use permit must be filed on forms prescribed by the zoning administrator. The time for hearing, method, types of notice and the time period for decisions are as set out in PMC 17.80.030. (Ord. 454 § 4, 1992)

17.84.080 Contents of application.

An application for a PUD must include the following:

A. Ten copies of accurate site plans drawn to a scale of one inch to 100 feet and topographic maps showing present and proposed contours at intervals of not more than two feet unless the zoning administrator requests plans at a different scale or maps with different contour intervals. The maps and plans must be of a standard size and format and show or contain:

1. Boundaries of the site, including lot corners,
2. The name and dimensions of all streets bounding or touching the site,

3. Proposed location and horizontal and vertical dimensions of all buildings and structures proposed to be located on the site,
4. Proposed location and dimensions of any private open space or trails within the site,
5. Proposed public dedications within the site,
6. Location, dimensions and design of off-street parking facilities showing points of ingress and egress,
7. The location, direction and bearing of any major features such as controlled intersections, public buildings and railroad tracts,
8. Proposed grading, drainage and landscaping plans,
9. Existing and proposed utility systems including sewers, water, electric, gas and telephone lines,
10. An approved preliminary plat if a resubdivision of the site is required or proposed,
11. Surrounding zoning and land uses;

B. A statement of objectives to be achieved by the PUD through the particular approach proposed by the applicant. This statement should include a description of the character of the proposed development and the rationale behind the assumptions and choices made by the applicant. The developer shall demonstrate how the PUD conforms to the purposes of the underlying district, the city comprehensive development plan, and the approval criteria;

C. A proposed development schedule indicating the approximate dates when the development of the PUD or stages of the PUD can be expected to begin and be completed. The PUD may include two or more phases of development; provided, that each phase must be developed successively and each succeeding phase is subject to the then-current development standards of the city;

D. Quantitative data for the following: total number and type of dwelling units, proposed lot coverage of buildings and structures, approximate residential densities, total amount of nonresidential construction, the location and floor area of all existing and proposed buildings, structures and other improvements, and preliminary architectural renderings of typical structures and improvements;

E. Any other material requested by the commission or the zoning administrator;

F. A nonrefundable filing fee established in the current, adopted budget. (Ord. 10-012 § 3, 2010; Ord. 07-029 § 33, 2007; Ord. 454 § 4, 1992)

17.84.090 Action on preliminary plan application.

A. Both in the written materials submitted with the application and at the hearing on the application, the burden of proof is on the applicant to show and justify how the proposed project meets the applicable approval criteria.

B. The zoning administrator shall transmit copies of the PUD plan to the city fire and public works departments, and other appropriate agencies and utilities for their advice and comments. The comments must be sent to the zoning administrator no later than 15 days before the date set for hearing on the PUD application.

C. After the public hearing, the commission may approve, approve with conditions, or deny a PUD plan according to the plan's consistency with the city comprehensive development plan and these regulations. The decision shall be in accordance with PMC 17.72.030 through 17.72.080 and include written findings of fact to record the reasons for approval or denial. The city shall require an agreement and a bond or surety to guarantee construction of proposed improvements.

D. A decision of the commission may be appealed under PMC 17.72.080 by any party or city official. The right of appeal is forfeited unless the appeal is filed with the city clerk within 20 days of mailing of the commission's decision properly addressed to the applicant. (Ord. 10-012 § 3, 2010; Ord. 454 § 4, 1992)

17.84.100 Action on final PUD plan.

A. The applicant shall, within one year of the date of commission approval of the preliminary PUD plan, submit a final PUD plan of the proposed development to the zoning administrator, which must incorporate all the changes and conditions required by the commission.

B. The final PUD plan must include reproducible copies of all necessary maps and drawings. The zoning administrator shall recommend approval of the final PUD plan to the commission if the plan is substantially the same as the plan approved by the commission and all changes and conditions of the approval have been satisfactorily met.

C. If the final plan is not received within one year of the first approval of the preliminary plan, the approval of the preliminary plan expires and the applicant may renew consideration of the PUD project only by filing a new application under this chapter, except the commission may grant one six-month extension of the deadline for final PUD plan submittal.

D. No permit of any nature may be issued by the city relating to the PUD project until the final PUD plans have been approved by the commission.

E. No activity or improvements may commence on the site in furtherance of the approved PUD or PUD phase until all construction guarantees have been posted with and approved by the city, any necessary final plat has been approved and recorded and a notice to proceed has been issued by the zoning administrator.

F. The PUD resulting from application of provisions of this section must be indicated on the official city zoning map and identified thereon by the symbol "PUD" with appropriate reference to the PUD plan and explanatory text. (Ord. 10-012 § 3, 2010; Ord. 454 § 4, 1992)

17.84.110 Permissive variations.

The commission may modify the setback standards and lot coverage requirements of the underlying zone or zones in which the project is located. However, all streets, paving, curbs, sidewalks, utilities, lights and similar facilities must be developed according to city standards unless specifically waived by the commission upon recommendation of the city manager and the department of public works. (Ord. 10-012 § 3, 2010; Ord. 454 § 4, 1992)

17.84.120 Minor adjustments.

In issuing building permits for construction within a PUD, the zoning administrator may permit minor adjustments in location and dimensions of buildings, provided such adjustments may not exceed the permitted lot coverage or the total number of dwelling units authorized in the PUD, nor decrease the amount of parking facilities, nor permit buildings to be located closer to the site boundary line, nor change any points of ingress to or egress from the site. The developer must advise the zoning administrator in writing of any and all minor adjustments. A record of any action under this section must be made a part of the final PUD plan by the zoning administrator. (Ord. 10-012 § 3, 2010; Ord. 454 § 4, 1992)

17.84.130 Density bonus and parking reduction.

A. Approval of the PUD may allow up to a maximum density bonus of 1.3 times the basic density of the project.

B. Approval of the PUD may allow parking requirements for commercial uses in the central business district as depicted on the most recently adopted zoning district map to be reduced up to 20 percent.

C. The commission may approve a density bonus, a parking reduction, or both if one or more of the following features are included in the PUD to fulfill the goals and objectives of the city comprehensive development plan and the intent of the underlying district:

1. Recreation facilities such as, but not limited to, playgrounds, bike and pedestrian pathways, tennis courts, basketball courts and picnic areas;
2. Fenced storage area for common use of the PUD occupants, adequate to store boats, trailers, snowmobiles, recreational vehicles and other appropriate items;

3. A design theme compatible with the surrounding neighborhood or in compliance with the comprehensive development plan;
4. A part of the net development area of the planned unit development as determined pursuant to subsection (A) of this section is dedicated or reserved as common open space land;
5. Provisions for security and/or lighting and pedestrian areas which exceed current city standards. (Ord. 10-012 § 3, 2010; Ord. 454 § 4, 1992)

17.84.140 Common open space and facilities.

A. No open area may be accepted as common or public open space under the provisions of this chapter unless it meets the following standards:

1. The location, shape, size and character of the common open space must be suitable for the planned development;
2. Common open space must be used for amenity or recreational purposes. The uses authorized for the common open space must be appropriate to the scale and character of the planned development, considering its size, density, expected population, topography, and the number and type of dwellings and uses to be provided;
3. Common open space must be suitably improved for its intended use, but common open space containing natural features worthy of preservation may be left unimproved. The buildings, structures, and the improvements which are permitted in the common open space must be appropriate to the uses which are authorized for the common open space and must conserve and enhance the amenities of the common open space having regard to its topography and unimproved condition;
4. No more than one-half of the common open space area requirement may be fulfilled with land having slopes exceeding 40 percent or with submerged, marshy, or boggy land;
5. If the final development plan provides for buildings, landscaping, structures, or other improvements in the common open space, the developer must provide a bond or other adequate assurance in accordance with PMC 17.84.090 that such improvements will be completed. The city manager shall release the bond or other assurance when the improvements have been completed according to the development plan.

B. All land shown on the final development plan as common open space must be conveyed under one of the following options:

1. It may be conveyed to a public agency that will agree to maintain the common open space and any buildings, structures, or improvements which have been placed on it;
2. When no maintenance of the common open space is required, it may be conveyed to all new owners in undivided joint ownership;
3. When the land is not dedicated to a public agency and maintenance of the common space is required, an association for maintenance of the common open space must be established. Covenants establishing the association must be approved as to form by the city attorney and reviewed by the commission to ensure that covenants provide for maintenance of the common open space in a manner which assures its continuing use for its intended purpose;
4. Conveyance of common open space must be consistent with Alaska state law. (Ord. 10-012 § 3, 2010; Ord. 454 § 4, 1992)

City of Palmer
Ordinance No. 17-008

Subject: Adopting a City of Palmer Parks, Recreation and Outdoor Facilities Memorial and Donation Policy

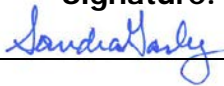
Agenda of: April 25, 2017 – Introduction
May 9, 2017 – Public Hearing

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




Originator Information:

Originator: Community Development Director Sandra Garley

Department Review:

Route to:	Department Director:	Signature:	Date:
<u> X </u>	Community Development	<u></u>	<u>4/3/17</u>
_____	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: \$ _____

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 17-008 adopting a City of Palmer Parks, Recreation and Outdoor Facilities Memorial and Donation Policy
- Parks, Recreation & Cultural Resources Advisory Board Resolution No. 16-002

Summary Statement:

The purpose of this policy is to establish guidelines, standards and procedures for the acceptance, installation, and care of donated park improvements, either as a result of a cash or physical property donation. When the City is approached by families or other community members who wish to donate items for installation in a public space, the City staff should have a specific set of guidelines to use in processing the requested donation or memorial.

The Parks, Recreation and Cultural Resources Advisory Board has developed criteria that will ensure that there is a uniform standard for items being placed on City property. Having a set of guidelines will also assist a family or organization that wants to make a donation in making a decision on what to donate.

Palmer Municipal Code (PMC) 12.24.040 authorizes the manager to promulgate regulations for "maintenance or other reasons."

Palmer Municipal Code 2.07.030 requires Ordinances of less than general and permanent nature, and not intended to become a part of the code, shall conform to the requirements of PMC 2.07.010.

Administration's Recommendation:

Adopt Ordinance No. 17-008 adopting a City of Palmer Parks, Recreation and Outdoor Facilities Memorial and Donation Policy.

Introduced by: City Manager Wallace
Date: April 25, 2017
Public Hearing:
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Ordinance No. 17-008

An Ordinance of the Palmer City Council Adopting a City of Palmer Parks, Recreation and Outdoor Facilities Memorial and Donation Policy

WHEREAS, the city has public land that citizens enjoy throughout the year; and

WHEREAS, many citizens and visitors desire to assist and enhance these public lands through donation and memorialization items; and

WHEREAS, the Parks, Recreation and Cultural Resources Advisory Board developed and recommends a standard operating procedure for accepting and maintaining donations for public use at recreational and outdoor facilities.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This is a non-code ordinance which adopts regulations for the Parks, Recreation and Outdoor Facilities Memorial and Donation Policy.

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

Section 3. The City of Palmer Parks, Recreation and Outdoor Facilities Memorial and Donation Policy is hereby adopted as follows:

1. PURPOSE

The purpose of this policy is to establish guidelines, standards and procedures for the acceptance, installation and care of donated park improvements, either as a result of a cash or physical property donation. These donations may include, but are not limited to, park benches, picnic tables, bicycle racks, trees, monuments, banners, interpretive signs, public art, and other types of park and trails accessories. This policy does not apply to buildings or land. The City desires to encourage donations while at the same time manage aesthetic impacts and mitigate on-going maintenance cost.

Donations will be incorporated into upcoming or ongoing park improvement projects. The development of public facilities is expected to be the result of careful planning and quality

construction. In addition, public facilities are expected to be maintained to a standard acceptable to the community.

Guidelines established by this policy will apply to all donations made after the effective date of this policy. This policy is also designed to provide guidelines for individuals or groups should they desire to decorate, landscape or adorn a donation, such as a tree, bench, or picnic table on city owned or city maintained property.

Standards established by this policy will apply to purchased equipment, installation techniques, donation plaques, decoration and long term care of all donations made after the adoption of this policy. Materials and design of such donations shall be reviewed by the Palmer Parks, Recreation and Cultural Resources Advisory Board (the Board). The Board shall forward their recommendation as to the acceptance of the proposed donation to City Council for final action.

2. STANDARDS FOR DONATIONS

- A. Acquisition or Purchase:** The City and the community have an interest in ensuring that park and trail elements purchased and installed be of high quality related to style, appearance, durability and ease of maintenance. The Board will be responsible for review and approval of material and design of all park elements.
- B. Appearance and Aesthetics:** The City and the community have an interest in ensuring the best appearance and aesthetic quality of their public facilities. Park elements and/or their associated donation acknowledgments should reflect the character of the park or facility. Prior to installation, the Board must determine that all park elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.
- C. Cost:** The City has an interest in ensuring that the donor covers the full-cost of the purchase, installation, and maintenance for the expected life cycle of donated park elements. A separate fee schedule is maintained in which the City will detail costs for donations, installation, and maintenance. The City also has an interest in ensuring that ongoing maintenance costs do not negatively impact the resources available for maintenance of other City park facilities. Consequently, the City will assess, at the time of purchase, a charge sufficient to cover anticipated ongoing maintenance of donated park elements during their expected life expectancy.
- D. Maintenance:** Donated park elements and/or their associated donation plaques, become City property. Accordingly, the city has the duty to maintain the donation only for the expected life cycle of the donation. (See Section 11 for more information on life cycle.) If current information is on file, the donor will be informed and given the opportunity to take further action at the expiration of the original life cycle.
- E. Repair:** The community has an interest in ensuring that all park elements remain in good repair. In addition, the public has an interest in ensuring that the short and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated park elements must be of high quality to ensure a long life, be resistant to the elements, wear and tear, and to acts of vandalism.

3. PROCEDURE FOR MAKING A DONATION

The City's Community Development office will manage all donations located on City park property, with the assistance of the Parks Maintenance Crew.

- A. Application:** The donor must contact the Community Development office to determine whether a donation may be accepted based upon criteria contained in this policy. If a donation can be accepted, the donor will complete an application form. Applications are available through the mail or in person at the Community Development office.

4. CRITERIA FOR ACCEPTANCE

- A. Park Plan:** To accept donation of a park element for a specific park facility, a park plan must exist showing the available locations for park elements. If no plan exists then a donation may be made to another facility. If a plan exists, but does not identify a particular park element proposed for donation, the City may accept the donation under certain conditions. Under this circumstance, the donation must 1) meet a true need of the facility, 2) not interfere with the intended current or future use or function of the facility and 3) not require the relocation of other equipment or infrastructure to accommodate the donation. In the opinion of the City, a facility may be determined to be fully developed and the opportunity for donations would not be available.

- B. Donation Plaques:** Donation plaques, as approved by the Board, are to be directly affixed to the donation and/or, are to be made of bronze and purchased through the City. Donation plaques will be a maximum 5" x 7" or 2" x 18" inches in size (depending on the donated item), utilize either "Palatino" or "Cheltenham Light" lettering and numbers, have a leatherette or travertine background texture, be of dark brown oxide stain and be manufactured by a City approved vendor to ensure highest quality, life and durability. In cases where bronze plaques are not feasible, the Board may approve alternative types. The Board must approve all text and graphics for donation plaques.

In park bench applications, the donation plaque will be affixed to the front of the seat back of the bench. In picnic table applications, the donation a plaque will be affixed to the table top. In tree installation applications, the donation plaque will be installed on a post or on a stone next to the base of the tree.

- C. Notification:** It shall be the responsibility of the donor to provide the Community Development office with a current address for purposes of notification regarding their donation. For the purposes of notification, the City will send a certified letter to the donor, notifying the donor of changes related to the status of their donation (i.e. a need to remove, relocate, or comply with conditions set forth in this policy).

5. PARK BENCHES, PICNIC TABLES, & BICYCLE RACKS

Park benches, picnic tables, bicycle racks, and playground components may be placed in locations approved by the Board in accordance with an available site plan approved by City Council. Items donated must be of a product approved by the Board, and these items become City property at time of purchase.

A. Bicycle Specifications:

1. Bicycle Rack Dimensions -

Height:	36" max. – 30" min.
Materials:	Stainless steel or galvanized round or square pipe [2-3/8 in OD, 0.154-inch wall, Schedule 40 steel pipe] [1-5/8 inch OD, 0.140 wall Schedule 40 steel pipe]
Safety:	<ol style="list-style-type: none"> 1. Comply with ADA Standards – no overhangs or protrusions that could be difficult for visually impaired in the walkway or that may cause tripping hazard; 2. Minimum 10" gap at the bottom of the rack to allow space for pedal; 3. Space gaps on the rack shall be larger than 9" and smaller than 3.5"
Locking:	<ol style="list-style-type: none"> 1. Must provide minimum of two-point connection between the bicycle frame and the rack; 2. Locking points must be a minimum of 1 inch and a maximum of 4 inches

2. Required Bicycle Rack Clearances on Sidewalks -

Description	Minimum Clearance (feet)	Object
Bicycle Rack Clearances from other Sidewalk Objects	0	In-ground utility pull box – allow enough room to remove cover
	2	Tree or tree well; newspaper rack; trash can; curb cut/driveway
	6	Bicycle rack (along curb)
	3	Bicycle rack (parallel to other rack)
	5	Fire hydrant; stand pipe (near entrances)
	10	Building entrance
	5	Street light pole; Traffic sign pole
Bicycle Rack Clearances from Parking Spaces	2	Sign pole (mid-block)
	2	Parallel car parking
	5	Perpendicular car parking

3. Sidewalk Width Requirements for Bicycle Parking -

Description	Minimum Clearance (feet)	Location
Curbside bicycle rack	9	Between curb face and building or café seating (leaving 6' walkway)
Building side bicycle rack	1	Between bicycle rack and building

B. Bench Specifications:

Bench Type	Framing	Seating
Contour wooden park bench with back (6-ft.)	Heavy duty 2-3/8" O. D. pipe frame	Planks (2" x 4") with 8 slats of untreated wood, or pressure-treated planking options
Wooden park bench without back (6-ft.)	Heavy duty 2-3/8" O. D. pipe welded framework and brace 1-5/16" O. D. pipe	Wood planks (2" x 4"); finished seat dimensions 15" wide by 18" high

C. Picnic Table Specifications:

Table	Framing
Rectangular expanded metal table with backless bench (6-ft. or 8-ft.)	2-3/8" O.D. steel tubing frame to create a sturdy base

D. Options:

The Board may recommend alternative sizes and types of park bench or picnic table based on the location proposed and the City's needs to the City Council.

6. TREES

Landscaping and plant selection for park facilities is critical due to the wind conditions, soils, and winter weather in Palmer. Accordingly, location, size and specie of tree or trees proposed for donation shall be limited to those reviewed and recommended by the Board. The Board shall forward their recommendation as to the acceptance of the proposed tree(s) to City Council for final action.

Trees will only be accepted for areas with suitable soils for the species and areas that have access to public water supply in place.

A. Minimum tree size:

Coniferous trees shall have a minimum height of six feet (6'); and
Deciduous trees shall have a minimum caliper (diameter or thickness) of two inches (2").

B. Prohibited Plant Species

- | | |
|------------------------------|----------------------|
| <i>Acer platanoides</i> | Norway Maple |
| <i>Aegopodium podagraria</i> | Bishop's Weed |
| <i>Berberis sp.</i> | Barberry |
| <i>Caragana arborescens</i> | Siberian Pea Shrub |
| <i>Eleagnus sp</i> | Russian Olive |
| <i>Euonymus alatus</i> | Burning Bush |
| <i>Fallopia japonica</i> | Japanese Knotweed |
| <i>Ligistrum sp</i> | Privet |
| <i>Lonicera japonica</i> | Japanese Honeysuckle |
| <i>Polygonum sp</i> | Knotweed |

<i>Populus alba</i>	White Poplar
<i>Prunus padus</i>	European Bird Cherry
<i>Rosa multiflora</i>	Multiflora Rose
<i>Sorbaria sorbifolia</i>	False Spirea
<i>Sorbus aucuparia</i>	European Mountain Ash
<i>Viburnum opulus</i>	European Cranberry Bush

7. MONUMENTS

Upright monuments or monuments resembling those typically found in cemeteries may not be installed at any City park facility. Exceptions to this policy are monuments installed by the City commemorating the history and/or dedication of a park facility.

8. INTERPRETIVE & OTHER DONATED PARK SIGNS

Interpretive and other donated park signs as recommended by the Board. The Board shall forward their recommendation as to the acceptance of the proposed sign to City Council for final action. Signs shall be consistent with any adopted City way finding standards may be installed at sites that are appropriate for describing the history, geology, environment, and flora and fauna of a particular area. Interpretive signs shall be of a size that is in keeping with the character of the site. Interpretive signs shall be of a design that meets requirements for access to the disabled. Interpretive signs shall be designed in such a manner that is consistent with other interpretive signs on the site. Interpretive signs shall be constructed of materials that are of high quality, vandal resistant, and able to withstand harsh environmental conditions.

9. PUBLIC ART

Donated public art is subject to full review by the Board. The Board shall forward their recommendation as to the acceptance of the proposed art to City Council for final action.

10. OTHER DONATIONS

There may be donations possible, other than those expressly listed or contained within this policy. The Board may, at their discretion, review any donation proposal and forward a recommendation. The City may accept those donations subject to approval by the City Council.

11. CONDITIONS

A. Installation: Installation of donated park elements will be scheduled at a time and date as determined by Parks Maintenance Crew so as not to unnecessarily interfere with routine park maintenance activities.

Placement of the memorial or equipment may not pose a safety risk to users of the public space or impede mowing, drainage or public access.

B. Removal and/or Relocation: This section applies to both existing and new donations. The City reserves the right to remove and/or relocate donated park elements and their associated donation acknowledgments/memorial plaques, when they interfere with site safety, maintenance or construction activities. In accordance with previously stated procedures in this policy, the City will send a registered letter to each identifiable donor notifying the donor of any action related to the disposition of the donation. In certain situations, such as safety or emergency situations, the notification may be made after the action taken. In the event a donation must be permanently removed; the City will seek

an alternative location consistent with this policy. If no such location can be found, the information contained on the memorial may be, at the donor's request, located on a memorial plaque set aside for this purpose at a designated location.

12. MAINTENANCE AND REPAIR

The long-term care and maintenance of donated park elements is important to both the donor and the City.

- A. Life Cycle Care Fund:** The establishment of the Life Cycle Care Fund ensures that the City will care for the donation for the estimated life of the donation, or until such time the City determines that the memorial donation must be removed and/or relocated for unforeseen circumstances. The establishment of a Life Cycle Care Fund applies to all donated park elements installed after the adoption of this policy.

The fund is established with the intent of providing a regular revenue source dedicated and sufficient to reasonably maintain future donations for the duration of their expected life cycle. The cost of a donation will include the cost of purchase and installation, and the funds estimated to be sufficient, based upon the expected life cycle, for maintenance of the donated item. The expected life cycle, routine maintenance and element costs are identified in a separate schedule. This schedule is maintained administratively and may be modified from time to time to ensure that sufficient resources are available to maintain donations.

Accordingly, the City will determine the level of maintenance required for the donated property based upon available budget funding and the type of care needed to reasonably maintain the donation.

At the end of the life-cycle term, the donor may choose to extend the life-cycle term by paying for the current value of a new donation if deemed necessary by the Board and its associated maintenance cost. The City reserves the right to seek a new donor for the donation at the end of the established life cycle should the original donor choose not to renew the donation, or if the City has not been able to contact the original donor.

Section 4. Effective Date. Ordinance No. 17-008 shall take effect upon adoption by the City of Palmer City Council.

Adopted this ____ day of _____, 2017.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

CITY OF PALMER
PARKS, RECREATION & CULTURAL RESOURCES ADVISORY BOARD
Resolution No. 16-002

**A Resolution of the Parks, Recreation & Cultural Resources Advisory Board
Recommending the Adoption of a Memorial Policy**

WHEREAS, the City Council in creating the Parks, Recreation & Cultural Resources Advisory Board required the Board under Palmer Municipal Code 2.22.006. B. to provide input and recommendations on issues relating to placement of memorials and plaques on City property; and

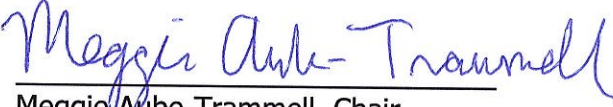
WHEREAS, the Board has considered standards for various types of memorials during the September 10, 2015 and October 1, 2015 meetings; and

WHEREAS, the Board reviewed and amended to wording to incorporate further input on October 6, 2016 ; and

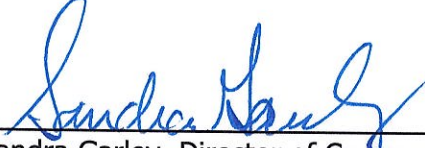
WHEREAS, the Board has worked to develop a draft memorial and donation policy for consideration by City Council that will authorize the Manager to establish guidelines, standards and procedures for the installation and care of donated memorials that are benches, picnic tables, bicycle racks, trees, monuments, banners, interpretive signs, public art pieces or other park improvements, either as result of a cash or physical property donations.

NOW, THEREFORE, BE IT RESOLVED that the Palmer Parks, Recreation & Cultural Resources Advisory Board recommends that the City Council consider adoption of the attached memorial and donation policy

Passed and approved by the Parks, Recreation & Cultural Resources Advisory Board of Palmer, Alaska, this 6th day of October, 2016.



Meggie Aube-Trammell, Chair



Sandra Garley, Director of Community Development

**City of Palmer
Action Memorandum No. 17-035**

Subject: Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License #5566, for Matanuska Brewing Company, Located at 513 S. Valley Way

Agenda of: May 6, 2017

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


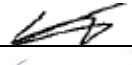
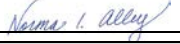
Originator Information:

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):

- Review Form
- Notice

Summary Statement:

Matanuska Brewing Company has applied for a liquor license. State law requires local governing bodies 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.

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. 17-035 directing the City Clerk to notify the State of Alaska of the City Council's statement of non-objection to Liquor License #5566 for Matanuska Brewing Company.

City of Palmer • Liquor License Review Form

BUSINESS NAME: Matanuska Brewing Company OWNER: Kevin Burton
LICENSE TYPE: Brewery
LOCATION: 513 S. Valley Way

Route to: Department of Finance

Department of Finance

Sales Tax Current: √ Yes No
If no, explain: Due to come in this week to apply for a business license.

Utilities Current: √ Yes No
If no, explain:

Special Assessments Current: √ Yes No
If no, explain: N/A

Other Comments:

R. Greene

Finance Director 4/20/17
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:

Laudia J. Kelly

Community Development Director 4/20/17
Date

Route to: Police Department

Police Department

Code Compliant: Yes No

If no, explain: _____

Other Comments: _____



Chief of Police 4-20-17
Date

Route to: City Manager's Office

City Manager's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Manager 4/28/17
Date

Route to: City Clerk's Office

City Clerk's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Clerk May 1, 2017
Date

FORWARD TO COUNCIL FOR AGENDA OF: May 9, 2017



April 18, 2017

Matanuska-Susitna Borough
Attn: Mark Whisenhunt, Planner II
Via Email: mwhisenhunt@matsugov.us

License Type:	Brewing	License Number:	5566
Licensee:	Matanuska Brewing Company, LLC.		
Doing Business As:	Matanuska Brewing Company		

- 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

**City of Palmer
Action Memorandum No. 17-034**

Subject: Authorizing the City Manager to Negotiate and Execute a New Lease Agreement with Dr. Louis M. Packer and Ellen R. Varosi, for their Newly Formed LP HANGAR, LLC for a Lease on Block 3, Lease Lot 25, Palmer Municipal Airport for the Purpose of Establishing a Personal Use Aircraft Hangar

Agenda of: May 9, 2017

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

Originator Information:

Originator: Frank J. Kelly, Airport Superintendent

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	<u><i>SDavis</i></u>	4/20/2017
_____	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 L. Alley</i></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **1,830.00**

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>1,830.00</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 Airport Land Leases</u>

Director of Finance Signature: *SDavis*

Attachment(s):

- Draft Lease Agreement 17-004
- Lease Exhibits A and B
- Draft Memorandum of Lease (Attachment A)
- Plot Plan

Summary Statement:

Dr. Louis M. Packer and his wife Ellen R. Varosi and their newly formed LP Hangar, LLC have requested a new leasing agreement with the City of Palmer to establish a personal use hangar on the Palmer Municipal Airport.

Dr. Packer practices medicine in Wasilla at his facility "Urgent Care at Lake Lucille", but lives in the Palmer area and wishes to establish his personal aircraft hangar at the Palmer Municipal Airport. The location is more convenient for him and he finds the facilities and leasing terms better than in Wasilla.

It is his intent to build a basic hangar structure out of pocket by the end of this summer. Both Louis M. Packer and his wife Ellen R. Varosi will personally guarantee the lease.

Administration's Recommendation:

To approve Action Memorandum No. 17-034 for a New Lease Agreement to the new LP Hangar, LLC currently under formation.



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

**PALMER MUNICIPAL AIRPORT
LEASE AGREEMENT No. 17-004**

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DRAFT

Office Use Only:

Lease entered into on: _____

Lease ending date: _____

First rate adjustment date: _____

Second rate adjustment date: _____

Third rate adjustment date: _____

Fourth rate adjustment date: _____

Fifth rate adjustment date: _____

Sixth rate adjustment date: _____

Date lease was renewed: _____



City of Palmer

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

**PALMER MUNICIPAL AIRPORT
LEASE AGREEMENT No. 17-004**

This LEASE AGREEMENT is made and entered into this _____ day of May, 2017 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 LP Hangar, LLC, hereinafter referred to as the "Lessee".

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

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

ARTICLE I - PREMISES, TERM AND RENTALS

Section 1.1 Premises and Purpose

- A. Lessor does hereby lease, demise and let unto Lessee, and Lessee does hereby lease from Lessor, real property more particularly described as a parcel of land located within Tract B, Palmer Municipal Airport recorded as Plat No. 2006-15 in the Palmer Recording District, Third Judicial District, State of Alaska and further described in an unrecorded plat dated June 27, 2005 as follows:

Palmer Municipal Airport, Block 3, Lease Lot 25

Containing .65 acres or 28,166 square feet, more or less

See "Exhibit A"

Parcel is subject to a twenty-foot (20') water line easement with a fifteen foot (15') building set-back from said water line, running north to south at the one hundred foot (100') mark from the western edge on said lease lot, as depicted on "Exhibit B" and 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 parking and storage**
- 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 15th day of May 2017 (the "Commencement Date") and ending on the 31st day of April 2037, 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 10 years at the expiration of this Lease so that the total number of years available to Lessee is 30 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 \$1,830.00 per year, payable annually in advance without demand, beginning July 1, 2017 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: 28,166 square feet X \$.065 cents per square foot)
1. In addition, Lessee shall pay the prorated amount from execution of lease to June 31, 2017 for \$240.66 (\$5.01 X 48 days), Less the \$500.00 lease application fee received on April 7, 2017 to be applied to the prorated portion and the annual sum due July 1, 2017 or initial sum of \$1,570.66.
 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.
- 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 or 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.
 - 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: 55' x 60' Pre-Engineered Aircraft Hanger.
 - 2. 1,650 square foot paved area.
 - 3. Gravel to Apron B airside access
 - 4. Utilities of : Water, Sewer, Electric, and 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 90 days from the execution of the

lease. The conceptual plans shall have a site plan, building floor plan, all four building elevations and the improvements to be constructed.

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

Section 2.3 Conceptual Plans

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

Section 2.4 Final Plans

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

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

Section 2.5 Airport Manager's Approval

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

Section 2.6 Compliance with part 77 FAR

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

Section 2.7 Commencement of Construction

If the Lessee has not commenced construction of the Improvements by, on or before August 1, 2017, 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 May 15, 2018.
- 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 all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Lessee hereby waiving any right to claim damage for such re-entry and expulsion and without relinquishing Lessors right to rent or any other right given to Lessor hereunder or by operation of law.
- C. Upon any termination of this Lease, whether by lapse of time or otherwise, Lessor shall be entitled to recover:
 1. The worth at the time of the award of the unpaid rent (including any amounts treated as additional rent) that had been earned at the time of termination;
 2. The worth at the time of the award of the amount by which the unpaid rent (including any amounts treated as additional rent) that would have been earned after the date of termination until the time of award exceeds the amount of the loss of rent for the same period that Lessee proves could have been reasonably avoided;
 3. The worth at the time of the award of the amount by which the unpaid rent (including a reasonable estimate of additional rent) for the balance of the term exceeds the amount of the loss of rent for the same period that Lessee proves could have been reasonably avoided; and

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

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

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

Section 6.3 Lessor's Failure to Enforce and Nonwaiver

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

ARTICLE VII - GENERAL COVENANTS

Section 7.1 Condition and Status of Premises

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

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

- B. Lessee agrees to provide written notice to Lessor immediately upon Lessee becoming aware or having a reasonable belief:
1. That the Premises or any adjacent property is being, may be, or has been contaminated with any Hazardous Materials, or
 2. Of the existence of any Hazardous Materials in, within, on or near the Premises or adjacent property.

Section 7.2 Risk of Loss

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

Section 7.3 Repair or Rebuilding

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

Section 7.4 Condemnation

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

Section 7.5 Surrender of Premises

At the expiration of any Lease term, upon termination of this Lease, upon reentry by Lessor or otherwise, the Lessee shall peacefully and quietly surrender the Premises in as good a condition

as it was at the beginning of the initial term, reasonable use and wear and damages by the elements excepted.

Section 7.6 Reversion or Removal of Buildings and Improvements

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

Section 7.7 Holdover

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

Section 7.8 Notices

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

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

Lessee's address: LP Hangar, LLC
185 East Parks Hwy, Wasilla, AK. 99654

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 May, 2017, 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: **LP HANGAR, LLC**

By: _____
Ellen R. Varosi, Managing Member

By: _____
Louis M. Packer, Member

Date: _____

Date: _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Ellen R. Varosi, Managing Member of the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company for the uses and purposes therein stated.

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

Notary public in and for Alaska
My commission expires: _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Louis M. Packer, Member of the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company for the uses and purposes therein stated.

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

Notary public in and for Alaska
My commission expires: _____

GUARANTY

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

Guarantor(s):

_____, individually, _____, individually,
Ellen R. Varosi Louis M. Packer

Date

Date

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the ____ day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Ellen R. Varosi, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the ____ day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Louis M. Packer, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

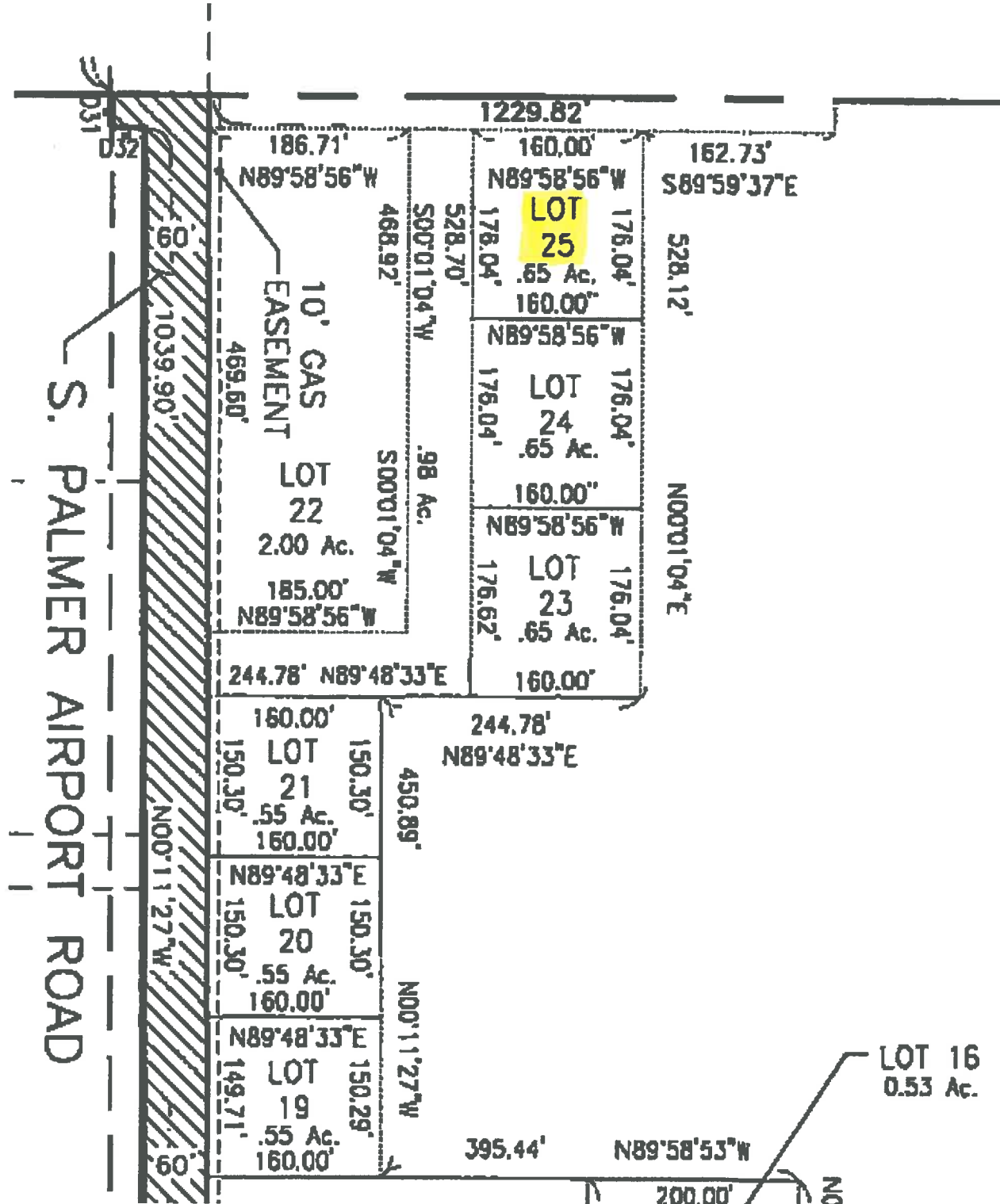
WITNESS my hand and official seal the date and year first above written.

Notary public in and for Alaska

My commission expires: _____

"EXHIBIT A"

PALMER MUNICIPAL AIRPORT: BLOCK 3, LEASE LOT 25



"EXHIBIT B"



 BUILDABLE AREA

NOTES

1. THIS IS A SCHEMATIC DETAIL OF LOT SIZE AND SETBACKS FROM MUNICIPAL CODE.
2. THE WATERLINE LIMITS THE BUILDING AREA BEYOND THE APRON SETBACK IN MUNICIPAL CODE.
3. IF LEASE LOTS ARE COMBINED INTO ONE LEASE, THERE IS NO NEED FOR INTERNAL SETBACKS.

HDL ENGINEERING Consultants

civil - geotechnical - surveying - environmental - material testing

ANCHORAGE MAT-SU KENAI
 907.564.2120 907.746.5230 907.283.2051
 3335 Arctic Boulevard, Suite 100 Anchorage, AK 99503
 AECL861 www.HDLalaska.com

City of Palmer
 Palmer Airport
 APRON B LEASE LOTS 23, 24, 25

DATE: DECEMBER 2016	DRAWN BY: TV	SHEET: 1
SCALE: 1"=100'	CHECKED BY: TA	JOB NO.: 16-020



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

**"ATTACHMENT A"
PALMER MUNICIPAL AIRPORT
MEMORANDUM OF LEASE AGREEMENT No. 17-004**

This is a Memorandum of Lease Agreement No. 17-004 and is made and entered into as of this _____ day of April, 2017, 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 LP Hangar, LLC hereinafter referred to as the "Lessee". Agree upon the following terms:

1. **Lease.** The provisions set forth in a written Lease Agreement No. 17-004 between the parties hereto dated the _____ day of May 2017, are hereby incorporated by reference into this Memorandum.

2. **Demised Premises.** The Demised Premises, which are the subject of The Lease Agreement No. 17-004, are more particularly described as follows:

A parcel of land located in Tract B, Palmer Municipal Airport, Plat No. 2006-15, Section 4, Township 17 North, Range 2 East, Seward Meridian, Palmer Recording District, Third Judicial District, State of Alaska, and more particularly described in an unrecorded plat dated June 27, 2005 as follows:

Palmer Municipal Airport, Block 3, Lot 25

Containing .65 acres or 28,166 Square Feet, more or less, as shown on the drawing:

"Exhibit A", attached hereto;

Parcel is subject to a twenty-foot (20') water line easement with a fifteen foot (15') building set-back from said water line, running north to south at the one hundred foot (100') mark from the western edge on said lease lot, as depicted on "Exhibit B" and 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 15th of May, 2017 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 term shall commence on the date hereof and terminate on April 31, 2037. 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 10 years at the expiration of this Lease so that the total number of years available to Lessee is 30 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. 17-004, 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: LP Hangar, LLC
185 E. Parks Hwy, Wasilla, AK. 99654

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. 17-004; it being distinctly understood and agreed that said Lease Agreement No. 17-004 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. 17-004 contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. 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. 17-004. In the event of any inconsistency between the terms of the Lease Agreement No. 17-004 and this instrument, the terms of the Lease Agreement No. 17-004, 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: _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of May, 2017, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, **Nathan E. Wallace**, to me known and known to me to be the identical individual described in and who executed the within and foregoing Memorandum of Lease, 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.

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

Notary Public in and for Alaska
My commission expires: _____

LESSEE: LP HANGAR, LLC

By: _____ By: _____
Ellen R. Varosi, Managing Member **Louis M. Packer, Member**

Date: _____ Date: _____

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, **Ellen R. Varosi, Managing Member** of the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company for the uses and purposes therein stated.

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

Notary public in and for Alaska
My commission expires: _____

NOTARY

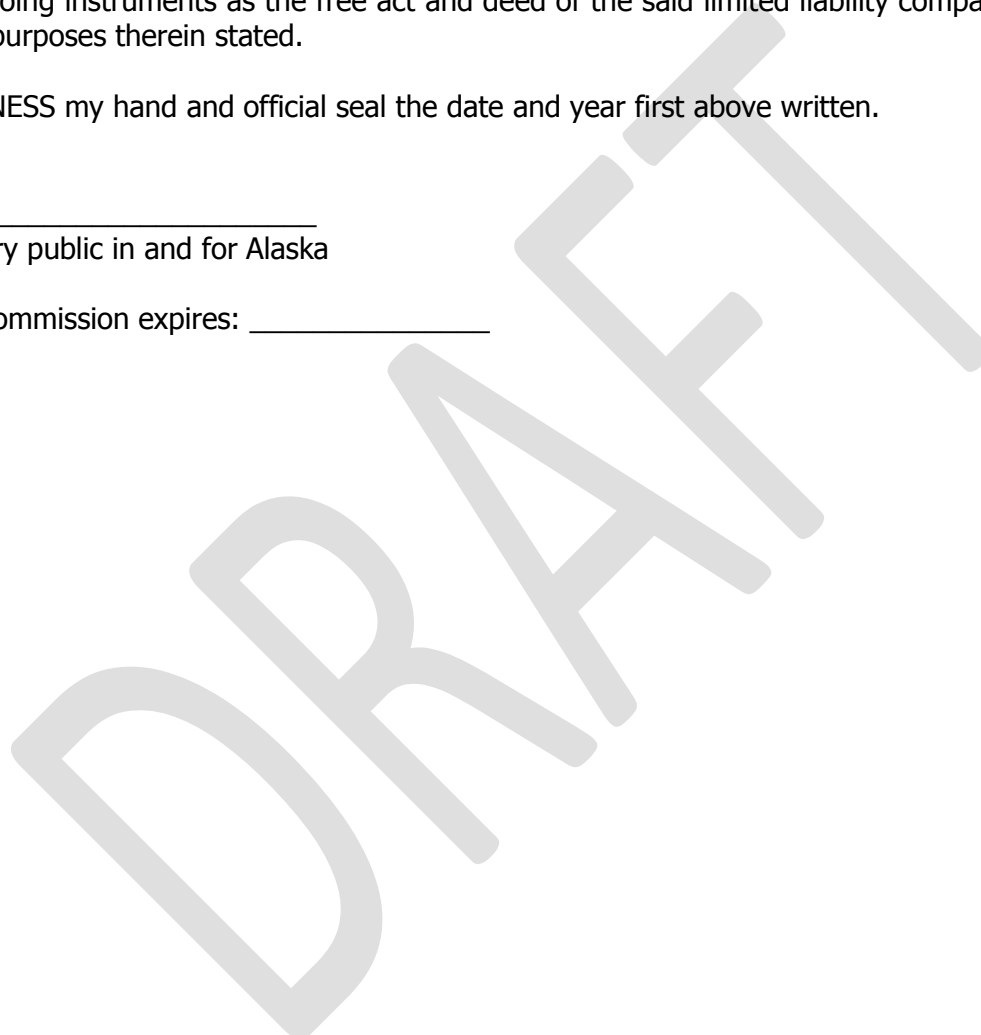
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

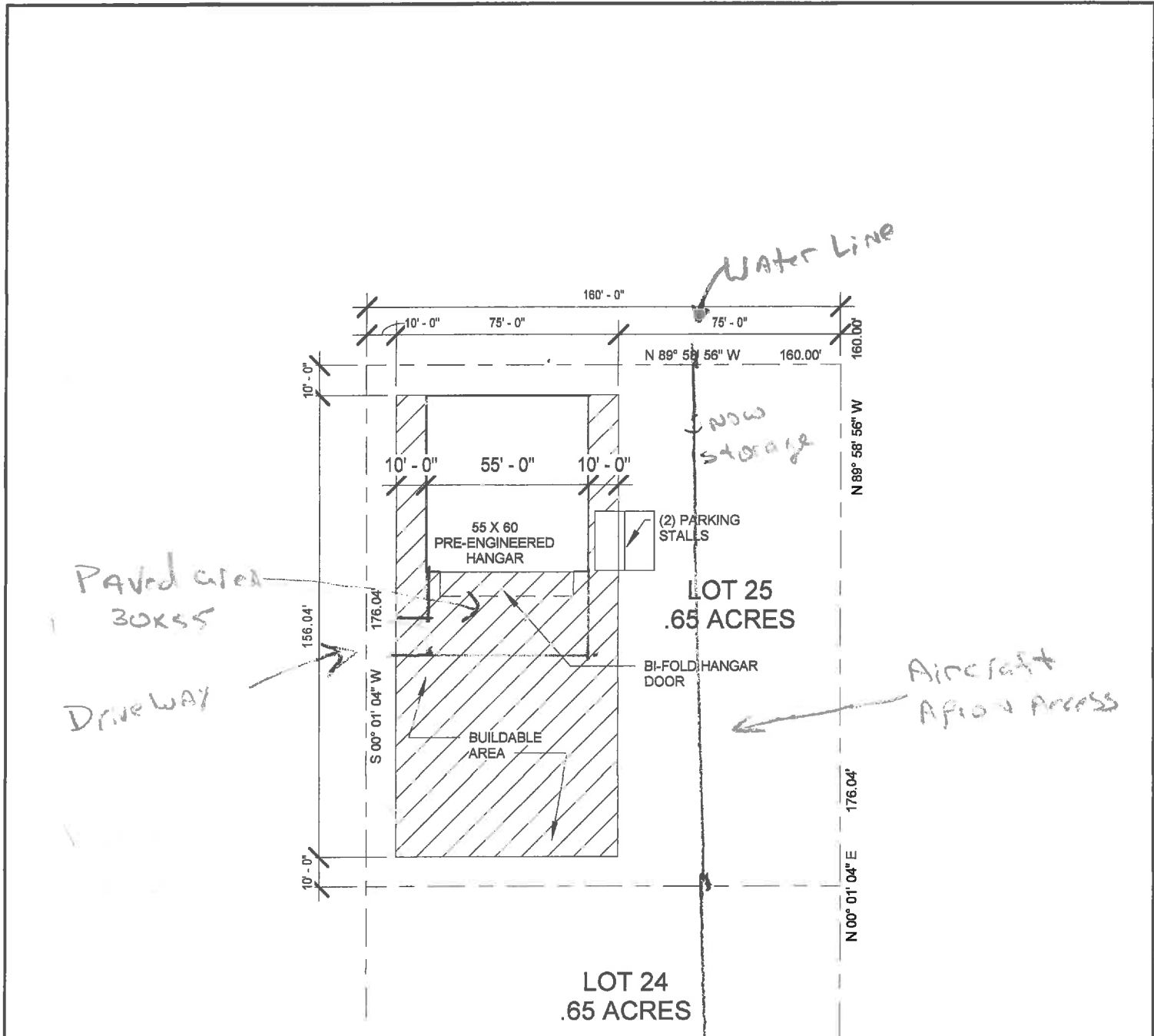
This is to certify that on the _____ day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Louis M. Packer, Member of the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____





1 SITE PLAN LOT 25
1" = 50'-0"



Alder
Architecture & Design

701 E Parks Hwy, Ste 212
Wasilla, Alaska 99654
907-357-8505
AlderArchitecture@gmail.com

**CITY OF PALMER AIRPORT
APRON B, LOT 25
PALMER, ALASKA**

SHEET CONTENTS		
Site Plan		
CHECKED AL	DRAWN BY TI	DATE 04-04-17
JOB NO. 17008	SHEET NO C1	

**City of Palmer
Action Memorandum No. 17-036**

Subject: Authorize the City Manager to Negotiate and Execute a Contract with Roger Hickel Construction, Inc. for General Construction of the Waste Water Treatment Plant Facilities Upgrade, in an Amount not to Exceed \$9,514,000.00


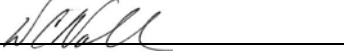
Agenda of: May 9, 2017

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


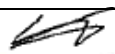
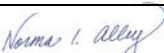
Originator Information:

Originator: Chris Nall, Director of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
√	Finance		03/23/17
_____	Fire	_____	_____
_____	Police	_____	_____
√	Public Works		03/23/17

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ 9,514,000.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
√	Creates expenditure in the amount of:	\$ <u>9,514,000.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input type="checkbox"/>	Budgeted	Line item(s):	<u>24-01-12-6026 (13-DC-527) WWTP Property Acquisition</u>
<input type="checkbox"/>	Not budgeted		<u>24-53-40-6225 (15-DC-133) WWTP Lab Bldg. Replacement</u>
			<u>24-53-41-6225 USDA Grant; 24-53-42-6225 USDA Loan;</u>
			<u>24-53-43-6225 WWTP City Funds</u>

Director of Finance Signature: 

Attachment(s):

- Engineer's Recommendation of Award dated 05/1/2017

Summary Statement:

The City issued a request for bids for General Construction of the Waste Water Treatment Plant Facilities upgrade. Bids were opened at 2:00 p.m. March 28, 2017. There were 2 responsive bidders, but both exceeded available funding. An addendum was published that reduced scope in limited areas and clarified work to be done as part of base bid and not part of additive alternate.

Only one bid was received in response to the addendum. Roger Hickel Construction provided an updated base bid of \$9,514,000.00

USDA supports this bid selection and amount.

Administration's Recommendation:

Approve Action Memorandum No. 17-036 authorizing the city manager to negotiate and enter into a contract with Roger Hickel Construction, Inc to provide General Construction of the Waste Water Treatment Plant Facilities upgrade, not to exceed \$9,514,000.00.



May 1, 2017

Mr. Chris Nall
Public Works Director
City of Palmer
1316A S. Bonanza Street
Palmer, Alaska 99645
Transmitted via email: cnall@palmerak.org

RE: City of Palmer
Wastewater Treatment Facility Improvements
Last and Final Bid Price Evaluation and Recommendation

Dear Mr. Nall:

HDR has reviewed the last and final bid prices received on April 28, 2017 for the above referenced project. Our review indicates that the lowest, responsive and responsible bidder is:

Roger Hickel Contracting, Inc.
11001 Calaska Circle
Anchorage, AK 99515

Total Bid Amount: \$9,514,000.00

Based upon our review, we recommend that a contract be awarded to Roger Hickel Contracting, Inc. in the Bid Amount shown above.

Enclosed is a breakdown of the one (1) last and final bid price received for this project. Should you have any questions or require additional information, please let me know.

Thank you,
HDR Alaska, Inc.

J. Ryan Moyers, P.E.
Project Manager



**City of Palmer
Wastewater Treatment Facility Improvements
Bid Tabulation**


Date: April 28, 2017

				Roger Hicel Contracting, Inc.	
<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Price</u>	
	Total Lump Sum Bid				
A	Lump Sum Bid Price for Base Bid	1	LS	\$	9,319,000.00
B	Major Equipment Subtotal	1	LS	\$	195,000.00
Basis of Award Value (Sum of items A-B)				\$	9,514,000.00

Certification:

I hereby certify that the above tabulation is a true and correct representation of the sealed bids received on April 28, 2017, and that the totals are mathematically correct.

HDR Alaska, Inc.

By:  _____
J. Ryan Moyers, P.E.

Date: 5/1/17

HDR Alaska Inc.

BID EVALUATION FORM

PROJECT: City of Palmer Wastewater Treatment Facility Improvements Project

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

LAST AND FINAL BID PRICE OPENING: April 28, 2017
 4:00 P.M.

BIDDER: Roger Hickel Contracting, Inc.
 11001 Calaska Circle
 Anchorage, AK 99515

ATTACHMENTS TO THE BID:

A. Submittal of Bid (C-200, Article 15.01)
 One (1) copy of the Bid submitted in one sealed envelope or container. - (Y/N) Y

B. Addenda Acknowledgement (C-410, Article 3.01.A)
 Acknowledgement of Addenda (No. 1 - 4) (Y/N): Y

C. BID FORM (C-410)
 Is Total Lump Sum Bid Price (Total of Items A-B) shown correctly including totals? (Y/N) Y
 Are all required attachments to Bid Form included (if modified from original bid) or initialed to indicate no change? Y

Equipment Suppliers/Manufacturers
 43 11 24 Aeration Blowers ABS Sulzer

Subcontractors/Suppliers Listed:
Superior Plumbing & Heating - Mechanical
TecPro - Instrumentation and Control
Quality Electric - Electrical

BID AMOUNT:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	
	Total Lump Sum Bid			
A	Lump Sum Bid Price for Base Bi	1	LS	\$ 9,319,000.00
B	Major Equipment Subtotal	1	LS	\$ 195,000.00
Basis of Award Value (Sum of items A-B)				\$ 9,514,000.00

Form Completed by: JRM 5/1/2017