

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

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

**City of Palmer, Alaska**  
**Regular City Council Meeting**  
**November 28, 2017, at 7 PM**  
City Council Chambers  
231 W. Evergreen Avenue, Palmer  
[www.cityofpalmer.org](http://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. Introduction to **Ordinance No. 17-015**: Adopting a New Official Zoning Districts Map Superseding the Prior Map Adopted February 24, 2015, in Accordance with Palmer Municipal Code 17.16.040 Map – Replacement ..... Page 3
    - b. **Action Memorandum No. 17-078**: Authorizing the City Manager to Negotiate and Execute a Replacement Agricultural Lease with Robert Shumaker for a Parcel of Land Containing Approximately 5.44 Acres of Airport Land Described as Lots 1, 2, 3, 4 & 5 Mohan Subdivision Located on Outer Springer Loop ..... Page 9
  - 2. Approval of Minutes of Previous Meetings
    - a. October 17, 2017, Special Meeting ..... Page 19
    - b. October 24, 2017, Special Meeting ..... Page 23
- E. Communications and Appearance Requests
  - 1. Presentation from MEA Director of Public Affairs Julie Estey Regarding MEA Easement Clearing and Rate Adjustments ..... Page 25
  - 2. Presentation from Palmer Golf Course George Collum ..... Page 39
- F. Reports
  - 1. City Manager's Report ..... Page 59
  - 2. City Clerk's Report
  - 3. Mayor's Report ..... Page 115
  - 4. City Attorney's Report
- G. Audience Participation
- H. Public Hearing
  - 1. **Ordinance No. 17-013**: Amending Palmer Municipal Code 8.36.025: Certain Acts Requiring Permit, Authorizing the City Manager to Grant a Noise Permit Extension for Public Construction Projects ..... Page 117
  - 2. **Ordinance No. 17-014**: Amending Palmer Municipal Code 17.64.021: Parking Lot Design Standards, Deleting 17.64.121(H) Requiring Refuse Containers Located Within or on the Same Pavement as the Parking Area to be Screened ..... Page 121

- I. Action Memoranda
  - 1. **Action Memorandum No. 17-079:** Approving a Council Community Grant in the Amount of \$1,500.00 to Radio Free Palmer to Support Live Video Streaming/Recording of City Council Meetings..... Page 129
- J. New Business
  - 1. **Information Memorandum No. 17-018:** Reporting on an Airport Influence Area as Recommended by the Airport Advisory Commission and the Planning and Zoning Commission ..... Page 139
- K. Record of Items Placed on the Table
- L. Audience Participation
- M. Council Member Comments
- N. Adjournment

### Tentative 2017 Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
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, 2018	Regular	7 pm	

**City of Palmer  
Ordinance No. 17-015**

**Subject:** Adopting a New Official Zoning Districts Map Superseding the Prior Map Adopted February 24, 2015, in Accordance with Palmer Municipal Code 17.16.040 Map - Replacement

**Agenda of:** November 14, 2017

**Council Action:**     **Adopted**                       **Amended:** \_\_\_\_\_  
                                   **Denied**

**Originator Information:**

**Originator:**    David Meneses, Interim Community Development Director

**Department Review:**

Route to:	Department Director:	Signature:	Date:
<u>X</u>	Community Development	<u><i>David Meneses</i></u>	<u>10/24/17</u>
_____	Finance	<u><i>Amo Davin</i></u>	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	_____
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>Norma 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:    *Amo Davin*

**Attachment(s):**

- Ordinance No. 17-015
- Planning and Zoning Commission Resolution No. 17-006 with Findings of Facts
- Planning and Zoning Minutes of September 21, 2017
- New Zoning Map

**Summary Statement/Background:**

The new Official Zoning Map incorporates all the zone changes approved by City Council between January 2015 and November 2017.

The existing official zoning map, dated December 2014, does not reflect the changes and modifications made since January 2015. City staff has worked in conjunction with the Borough’s GIS Department to produce a new zoning map to accurately reflect the rezones approved in the past two years, inclusive of the expanded boundary for the Central Business District. The new zoning map reflects the updated color for the R-2, Low Density Residential District; the updated color and diagonal striped pattern for the R-3, Medium Density Residential District; and the updated diagonal striped pattern for the F-Fairgrounds District.

Ordinance No.	DATE	LEGAL DESCRIPTION	ACTION
15-009-Z-1	3/10/2015	A 2.43 acre portion of Tract A, Golden Glenn Estates Phase I from R-2 and CL to CG	R-2 & CL to CG
16-015	7/12/2016	Expand CBD boundary	
16-016-Z-1-SL	7/26/2016	Tract A-1 ASLS 96-004 rezone from CG-General Commercial to I-Industrial with Special Limitations	CG to I w/SL
17-009-Z-1-SL	6/27/2017	Tax Parcel C8, Section 4, Township 17 North, Range 2 East, Seward Meridian from R-1 Single-family Residential to R-4 High Density Residential with Special Limitations	R-1 to R-4 w/SL
17-010-Z-2-SL	6/27/2017	Lot 8, Lot 7 and the West One-half of Lot 6, Block 3, T A Smith Subdivision from R-2 Low Density Residential to CG General Commercial with Special Limitations	R-2 to CG w/SL

A color copy of the Palmer Official Zoning Map is posted on the City website. Additionally, 11" x 17" color copies are available at the Community Development office, and paper copies of the wall size map can be printed by the Public Works Department and purchased at City of Palmer Community Development office and at the front desk at City Hall.

**Administration’s Recommendation:**

Adopt Ordinance No. 17-015 adopting a New Official Zoning Districts Map.

Introduced by: City Manager Wallace  
Date: November 28, 2017  
Public Hearing: December 12, 2017  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Ordinance No. 17-015**

**An Ordinance of the Palmer City Council Adopting a New Official Zoning Districts Map Superseding the Prior Map Adopted February 24, 2015 in Accordance with Palmer Municipal Code 17.16.040 Map - Replacement**

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. A new zoning map described as the Official Zoning Districts Map, dated November 2017, is hereby adopted in accordance with the requirements of PMC 17.16.040.A Map – Replacement.

Section 4. This zoning map supersedes and replaces the zoning map, adopted February 24, 2015 by Ordinance No. 15-007.

Section 5. Effective Date. Ordinance No. 17-015 shall take effect upon adoption by the City of Palmer City Council.

**Passed and approved** this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Edna B. DeVries, Mayor

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk

PALMER PLANNING AND ZONING COMMISSION

RESOLUTION NO. 17-006

A RESOLUTION OF THE PALMER PLANNING AND ZONING COMMISSION RECOMMENDING CITY COUNCIL APPROVE THE NOVEMBER 2017 REVISIONS AND UPDATES TO THE DECEMBER 2014 OFFICIAL ZONING MAP

WHEREAS, the City Council has approved changes to zoning districts for 4 parcels or tracts of land and to expand the Central Business District boundary since adoption of the December 2014 Official Zoning Map for the City of Palmer; and

WHEREAS, the December 2014 Zoning Map does not include the recently expanded Central Business District boundary; and

WHEREAS, the November 2017 revised and updated zoning map includes all of the zoning districts authorized by City Code; and

WHEREAS, the November 2017 map reflects the updated color for the R-2, Low Density Residential district; and

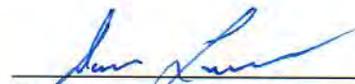
WHEREAS, the November 2017 map reflects the updated color and the diagonal striped pattern for the R-3, Medium Density Residential district to help define this district from similar colored districts; and

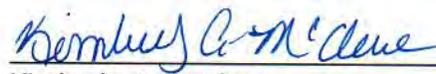
WHEREAS, the November 2017 map reflects the updated diagonal striped pattern for the F-Fairgrounds district to help define this district from similar colored districts; and

WHEREAS, pursuant to PMC 17.16.040, the Council may, by ordinance, upon taking into account the advice of the commission, adopt a new zoning map which shall supersede the prior zoning map.

NOW, THEREFORE, BE IT RESOLVED that the Palmer Planning and Zoning Commission does hereby recommend the City Council approve the November 2017 revisions and updates to the December 2014 Official Zoning Map.

Passed by the Planning and Zoning Commission of the City of Palmer, Alaska, this 21<sup>st</sup> day of September, 2017.

  
\_\_\_\_\_  
Dan Lucas, Chairman

  
\_\_\_\_\_  
Kimberly A. McClure  
Planning & Code Compliance Technician

Moved by:	Cruthers
Seconded by:	Maxwell
Action:	Motion <b>failed</b> unanimously by roll call vote by all members present.
In favor:	Ornquist, Cruthers, Maxwell, Petty, Lucas
Opposed:	None
Absent:	Thom Bernier

For clarification, Mr. Meneses noted the R-1 district will remain as currently written without paragraph E as a conditional use.

**NEW BUSINESS:**

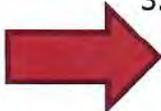
2. Discussion of Memorandum dated August 28, 2017 from Palmer Airport Advisory Commission regarding Airport Influence Area Designation.

Mr. Meneses provided a staff report; directed attention to pertinent information in the packet concerning the Airport Influence Area Designation, including AAC Resolution 17-002 requesting the Planning and Zoning Commission to review the proposed influence area and join the Airport Advisory Commission in recommending adoption to the Council.

Following discussion and review, Chairman Lucas called for the motion:

**Main Motion: For approval of joining the Airport Advisory Commission in recommending adoption of the Airport Influence Area Designation to the City Council.**

Moved by:	Petty
Seconded by:	Cruthers
Action:	Motion carried unanimously by roll call vote by all members present.
In favor:	Ornquist, Cruthers, Maxwell, Petty, Lucas
Opposed:	None
Absent:	Thom Bernier



3. **Resolution No. 17-006:** A Resolution of the Palmer Planning and Zoning Commission Recommending City Council Approve the November 2017 revisions and updates to the December 2014 Official Zoning Map.

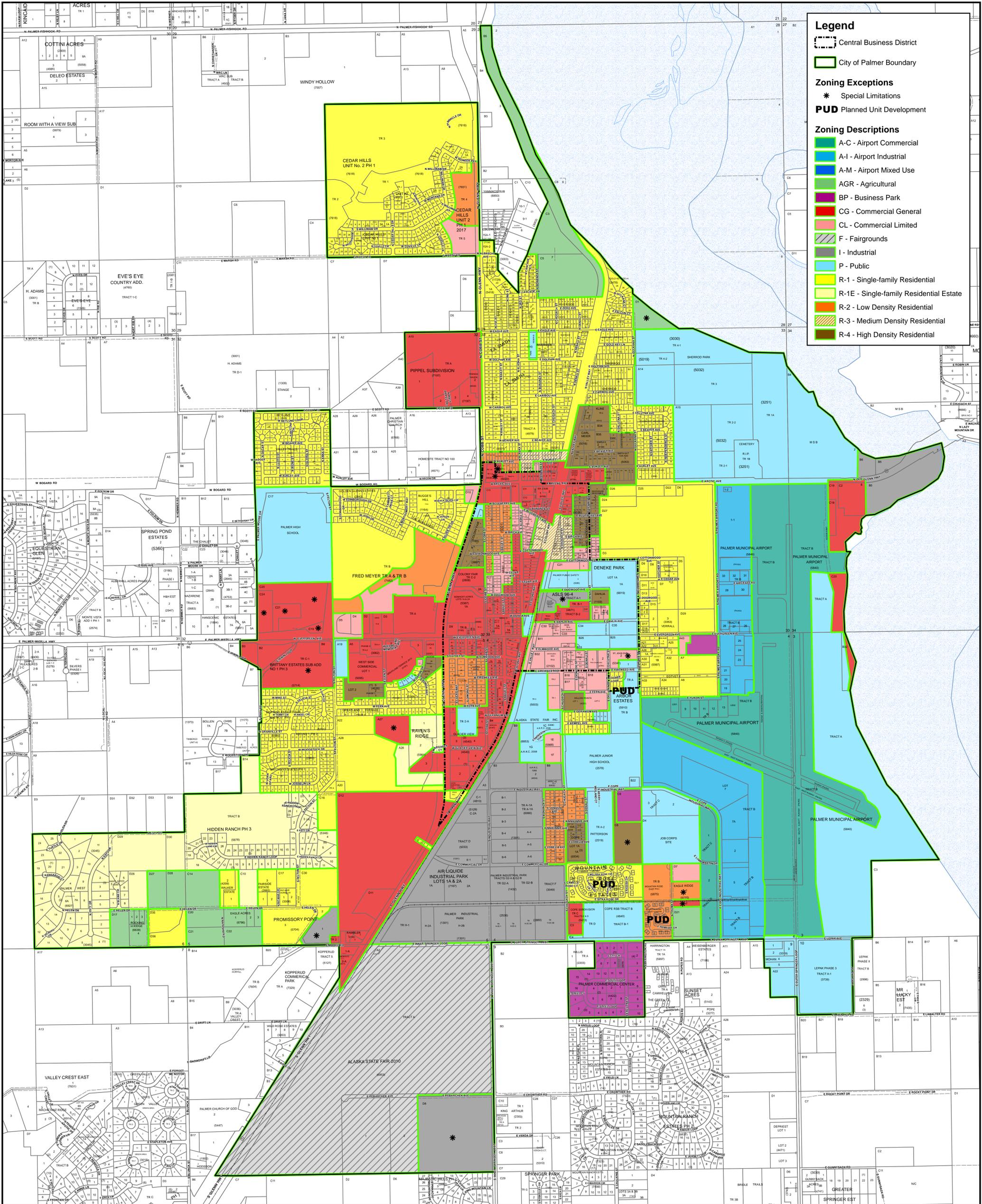
Mr. Meneses read the proposed resolution and clarified the zoning map changes.

Chairman Lucas called for the motion:

**Main Motion: To recommend approval of Resolution No. 17-006.**

Moved by:	Maxwell
Seconded by:	Petty
Action:	Motion carried unanimously.
In favor:	Ornquist, Cruthers, Maxwell, Petty, Lucas
Opposed:	None
Absent:	Thom Bernier

- J. PLAT REVIEWS: There were no plat reviews.



**Legend**

- Central Business District
- City of Palmer Boundary

**Zoning Exceptions**

- \* Special Limitations

**PUD** Planned Unit Development

**Zoning Descriptions**

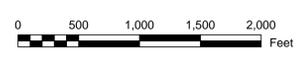
- A-C - Airport Commercial
- A-I - Airport Industrial
- A-M - Airport Mixed Use
- AGR - Agricultural
- BP - Business Park
- CG - Commercial General
- CL - Commercial Limited
- F - Fairgrounds
- I - Industrial
- P - Public
- R-1 - Single-family Residential
- R-1E - Single-family Residential Estate
- R-2 - Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential



# City of Palmer

## Current Zoning Districts

### November 2017



This is to certify that this zoning map supersedes and replaces the zoning map adopted February 24, 2015 as part of Ordinance 15-007 of the City of Palmer.

ATTEST:

Edna DeVries, Mayor City of Palmer      Norma Alley, City Clerk

**City of Palmer  
Action Memorandum No. 17-078**

**Subject:** Authorizing the City Manager to Negotiate and Execute a Replacement Agricultural Lease with Robert Shumaker for a Parcel of Land Containing Approximately 5.44 Acres of Airport Land Described as Lots 1, 2, 3, 4 & 5 Mohan Subdivision Located on Outer Springer Loop

**Agenda of:** November 28, 2017

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Denied**

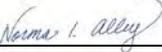
**Originator Information:**

**Originator:**    Frank Kelly, Airport Superintendent

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ 652.80

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>652.80</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 checked="" type="checkbox"/>	Budgeted	Line item(s):	<u>03-00-00-3432</u>	<u>\$241.38</u>
<input checked="" type="checkbox"/>	Not budgeted		<u>03-00-00-3432</u>	<u>\$411.42</u>

Director of Finance Signature: 

**Attachment(s):**

- Draft Replacement Agricultural Lease

**Summary Statement:**

Robert Shumaker would like to lease the remaining 3.05 acres of land known as Lots 1, 2, and 3 of Mohan Subdivision which are adjacent to the 2.39 acres of agricultural land he leased from the City of Palmer in September of 2016. This property is located off the Outer Springer Loop across from the Golf Course and was recently cleared of trees and toots mat and then reseeded in Alaska and Manchar Brome with the RW 16/34 Rehabilitation Project.

This legislation authorizes the City Manager to negotiate and execute a replacement agricultural lease with Robert Shumaker to perform agricultural operations on now 5.44 acres of airport land, of which said agricultural products are not by nature, bird attractants.

The lease rate of \$120.00 per acre is based upon access to well water on the property from a previously improperly abandoned well that has been restored to working order. The cost to restore this well for irrigation purposes above the correct abandonment cost was only \$400.00.

The agricultural leases at the airport are recognized in the Palmer Airport Master Plan (2009) as a source of airport revenue and thus are in agreement with the Federal Aviation Administration Sponsor Assurance # 6, "Consistent with Local Plans".

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

**Administration's Recommendation:**

To approve Action Memorandum No. 17-078 for a New Replacement Agricultural Lease to Robert Shumaker.

REPLACEMENT  
AGRICULTURAL LEASE AGREEMENT

This is a lease between Robert Shumaker, DBA Black Bear Farms, hereinafter "Lessee", whose address is 12501 Marsh Rd., Palmer, AK. 99645, and CITY OF PALMER, an Alaska Municipal Corporation, hereinafter, "Lessor", whose address is 231 W. Evergreen, Palmer, Alaska 99645.

1. Property and Rent. The property leased hereby is described as follows: Lots 1, 2, 3, 4 and 5, Mohan Subdivision, containing 5.44 acres, as illustrated in Exhibit A attached hereto and incorporated herein. The rent shall be \$120.00 per acre per year, or \$652.80. This shall be paid in annual payments of \$652.80, per the following schedule: At the execution of this lease, the Lessee agrees to pay the lease payment for the 2018 agricultural growing season. Lessee then agrees to pay the annual rent on or before December 1, 2018 for the 2019 agricultural growing season. This lease rate is based upon the Fair Market Rent for agricultural properties at the airport, as determined by the real estate appraisal completed by Follett & Associates, July 2010 with a bid proposal from another party submitted to the City April 24, 2013 and not executed and a premium for the availability of well water.
2. Term. The term of this lease is from December 1, 2017 until November 30, 2019.
3. Use of Property. The Property shall be used only for **the growing and harvesting of agricultural products or hay, which are not in nature, considered bird attractants. If under the sole opinion of the City of Palmer, said crops result in a bird attractant and are detrimental to Palmer Municipal Airport and aviation activities, at Lessees expense, Lessee will till agricultural crops under within seven (7) days written notice. Lessee understands that No appeal of this decision is possible.** The Property shall not be used for any other purpose.
4. Operations on Property. All operations conducted on the Property by the Lessee as incidents of use specified in paragraph 3 of this lease shall be conducted by the Lessee in accordance with the best course of agricultural stewardship practiced. Should the Lessee fail to take any action required by said best course of agricultural stewardship or should the Lessee fail to conduct any operation undertaken by him on the Property in accordance with said best course of agricultural stewardship, the Lessor may, after serving ten (10) days written notice of such failure on the Lessee in the manner provided for service of notices in this lease, terminate this lease.
5. Waste or Nuisance. The Lessee shall not commit or permit the commission by others any waste, petroleum products, or the release of any hazardous material on the Property; the Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Property; and the Lessee shall not use or permit the use of the Property for any unlawful purpose. The Lessee shall not maintain any equipment or conduct any repairs on the Property.
6. Insurance Hazards. The Lessee shall not commit or permit the commission of any hazardous acts on the Property nor use or permit the use of the Property in any

manner that will increase the existing rates for or cause the cancellation of any insurance policy insuring the Property. The Lessee shall, at his own cost and expense, comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of reasonable insurance on the Property.

7. Maintenance. The Lessee shall, at his own cost and expense, keep and maintain the Property in good order and in as safe and clean a condition as they were when received by him from the Lessor.
8. Alterations and Liens. The Lessee shall not make or permit any other person to make any alterations to the Property or to any improvement thereon or facility appurtenant thereto without the written consent of the Lessor first had and obtained. The Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Lessee.
9. Inspection by Lessor. The Lessee shall permit the Lessor or Lessor's agents, representatives, or employees to enter the Property at all times for the purpose of inspecting the Property to determine whether the Lessee is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Property.
10. Acceptance by Lessee. The Lessee accepts the Property in its present condition. The Lessee agrees with, and represents to the Lessor, that the Property has been inspected by him and that he has been assured by means independent of the Lessor or any agent of the Lessor of the truth of all facts material to this lease and that the Property is being leased by the Lessee as a result of his inspection and investigation and not as a result of any representations made by the Lessor or any agent of the Lessor.
11. Hold Harmless. The Lessee agrees to indemnify and hold the Lessor and the Property free and harmless from any and all claims, liability, loss, damage, or expense resulting from the Lessee's occupation and use of the Property, specifically including without limitations any claim, liability, loss, or damage arising:
  - (a) By reason of the injury to person or property, from whatever cause, while in or on the Property or in any way connected with the property or with the personal property in or on the Property including any liability for injury to the persons or personal property of the Lessee, his agents, officers, or employees:
  - (b) By reason of any work performed on the Property or materials furnished to the Property at the instance or request of the Lessee, his agents, or employee:
  - (c) By reason of an abandoned septic system as yet to be removed by the City of Palmer and or its agents.
  - (d) By reason of the Lessee's failure to perform any provision of this lease  
Or to comply with any requirement imposed on him or on the Property by any duly authorized governmental agency or political Subdivisions; Because of the

Lessee's failure or inability to pay as they become due any obligations incurred by him in the agricultural operations to be conducted by him on the Property.

Subleasing and Assigning. The Lessee shall not encumber, assign, sublet, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Property, and any such transfer, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. Neither shall the Lessee allow any other persons, other than the Lessee's agents, family and employees, to use the Property or any part thereof.

12. Abandonment by Lessee. Should the Lessee breach any provision of this lease or abandon the Property prior to the natural termination of the term of this lease, the Lessor may:

(a) Continue this lease in effect by not terminating the Lessee's right to possession of the Property, in which event the Lessor shall be entitled to enforce all his rights and remedies under this lease, including the right to recover the rent specified in this lease as it becomes due under this lease: or

(b) Terminate this lease and recover from the Lessee:

(1) All rents that would come due under this lease;

(2) Any other amounts necessary to compensate the Lessor for all detriment proximately caused by the Lessee's failure to perform his obligations under this lease.

13. Default by Lessee. All covenants and agreements contained in this lease are declared to be conditions to this lease and to the term hereby demised to the Lessee. Should the Lessee default in the performance of any covenant, condition, or agreement contained in this lease the Lessor may terminate this lease and re-enter and regain possession of the Property in the manner then provided by the laws of unlawful detainer of the State of Alaska then in effect.

14. Insolvency of Lessee. The insolvency of the Lessee as evidenced by a receiver being appointed to take possession of all substantially all of the property of the Lessee, the making of a general assignment for the benefit of creditors by the Lessee, or the adjudication of the Lessee as a bankrupt under the Federal Bankruptcy Act shall terminate this lease and entitle the Lessor to reenter and regain possession of the Property.

15. Attorney's Fees. Should any litigation be commenced between the parties to this lease concerning the Property, this lease, or the rights and duties in relation thereto, the Lessor shall be entitled to reasonable attorney fees pursuant to Alaska Rule of Civil Procedure 82.

16. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given

to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Lessee or to the Lessor at their above specified addresses. Either party, the Lessee or the Lessor, may change their address for the purpose of this paragraph by giving written notice of such change to the party in the manner provided in this paragraph.

17. Heirs and Successors. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph contained shall be construed as a consent by the Lessor to any assignment of this lease or any interest therein by the Lessee.

18. Miscellaneous.

(a) This instrument contains all of the agreements and conditions made between the parties to this lease and may not be modified orally or in any other manner than by an agreement in writing signed by all parties to this lease or their respective successors in interest, or assigns.

(b) Time is of the essence of each term and provision of this lease.

(c) The titles of the paragraphs of this lease shall not be considered to be part of the lease for purposes of construction and interpretation.

(d) If any terms or provisions of this lease or the application thereof to any person or circumstance shall to any extent be invalid or Unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

19. Waiver. The waiver of any breach or any of the provisions of this lease by the Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee either of the same or of another provision of this lease.

20. Cancellation/Reduction. Any mortgage or statute notwithstanding, Lessor may cancel this lease at any time between and including November 1 and March 31 by so notifying Lessee and paying Lessee an amount equal to one-fourth (1/4) of the rent paid by Lessee for the previous year. Lessor may cancel the lease at any time between and including April 1 and October 31 by so notifying Lessee and paying Lessee an amount equal to (a) one-fourth (1/4) the previous year's rent payment plus (b) one and 2/10 (1.2) times the price of the fertilizer spread (if any) on the Property for the then current growing season, minus (c) 75/100 (.75) times (b), if the first hay crop has been removed. Lessor may exercise these rights to cancel the lease or reduce acreage with or without cause. In addition to Lessor's right to cancel, from time to time Lessor may reduce the acreage. The above formula shall be used on a prorate basis for such reductions in acreage.

21. Lessee agrees to apply a minimum rate of 200 pounds of fertilizer per acre annually for the 3 acres in hay. More than 200 pounds per acre will be at Lessee's discretion. Verification of fertilizer application shall be the responsibility of Lessee.
22. Lessee agrees that any time that he will be working equipment around runways or taxiways he will first notify Palmer Flight Service Station operator, or the City of Palmer Airport Manager in the event contact cannot be made with the Flight Service Station.
23. Lessee shall, each year this agreement is in effect, give notice in writing on or before January 30<sup>th</sup> that he intends to operate and harvest the crop according to the agreement. Failure to do so shall be termination of the agreement and the Lessor may immediately seek a new tenant.
24. Lessee is aware of the abandoned septic system on the property and agrees to its removal by the City of Palmer at an undisclosed time in the future. Lessor agrees to disturb as little of the crop as possible if any with the abandoned septic systems removal and the Lessee agrees not to seek reimbursement for any crop that may be disturbed as a result of its removal.

LESSOR:

CITY OF PALMER

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Nathan Wallace, City Manager

LESSEE:

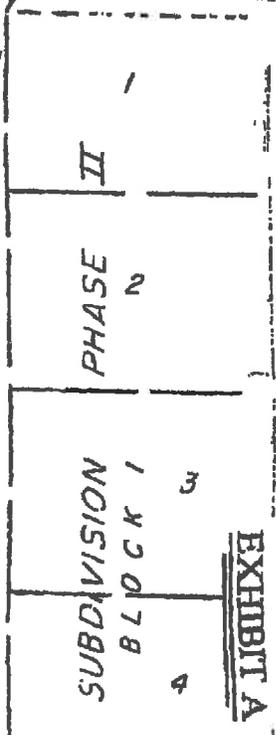
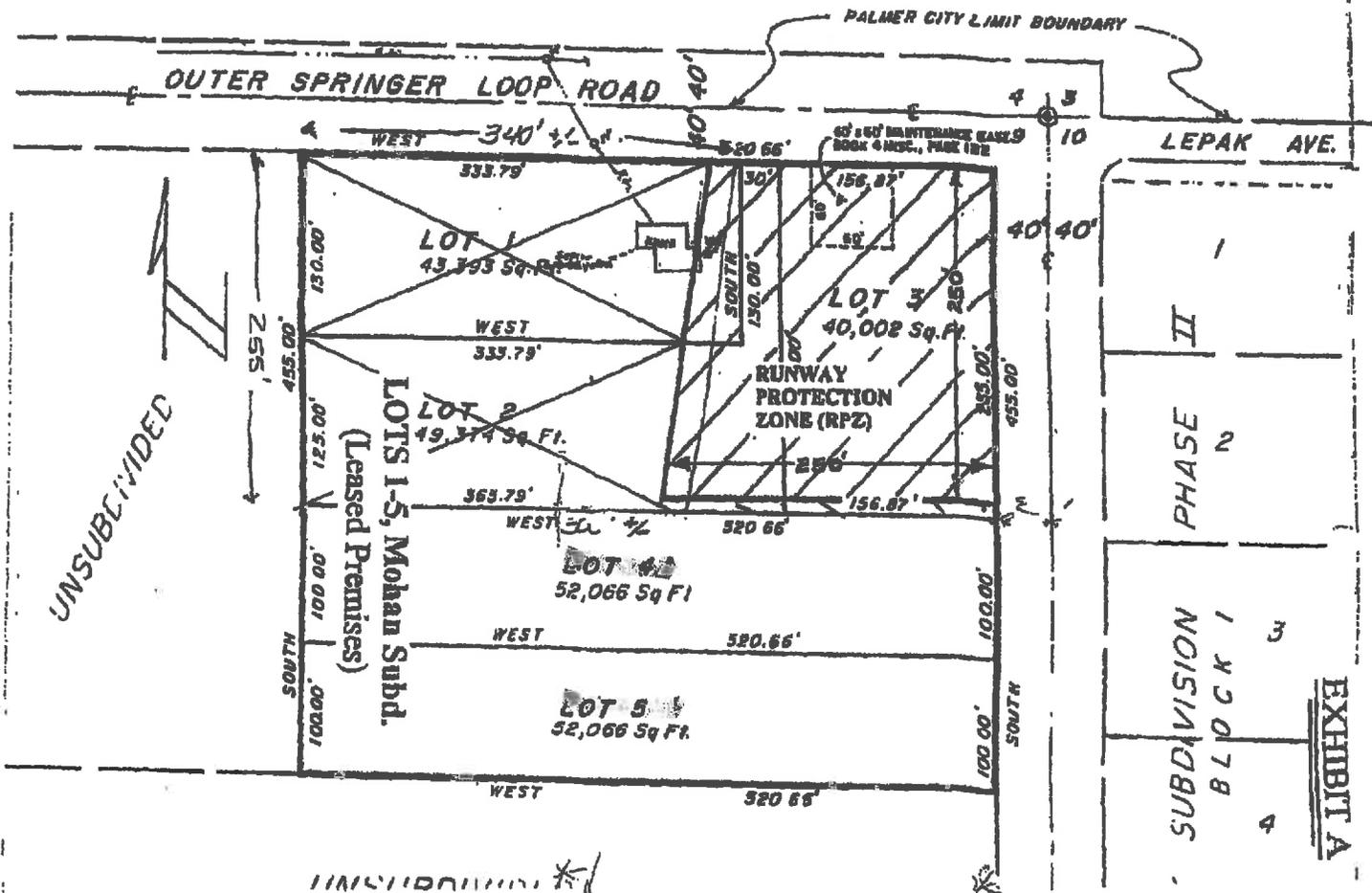
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Robert Shumaker



**EXHIBIT A**

**PALMER AIRPORT**





**A. CALL TO ORDER**

A special meeting of the Palmer City Council was held on October 17, 2017, at 6 p.m. in the council chambers, Palmer, Alaska.

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

**B. ROLL CALL**

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

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

Also in attendance were the following:

Nathan Wallace, City Manager	Michael Gatti, City Attorney (participated telephonically)
Norma Alley, MMC, City Clerk	

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

Mayor DeVries called for approval of the agenda

**Main Motion: To Approve the Agenda**

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

**E. AUDIENCE PARTICIPATION**

None

**F. COMMITTEE OF THE WHOLE**

1. 2018 City of Palmer Budget
2. 2018 City of Palmer Pay Plan
3. 2018 City of Palmer Fee Schedule
4. 2018 City of Palmer Fine Schedule
5. 2018 City of Palmer Capital Improvement Program

**Main Motion: To Enter Into a Committee of the Whole**

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

The Council entered into a Committee of the Whole at 6:03 p.m.

Topics addressed in the Committee of the Whole included:

- Introduction of the 2018 Proposed Budget;
- 2017 General Fund Revenue Tracking;
- Tax and fee burden on citizens;
- Workforce Profile;
- Health Insurance Increase Impacts;
- 2017 Year End Projections;
- Future Funding of Capital Improvement Projects;
- Reviewed Golf Course Enterprise Fund Budget; and
- Reviewed Airport Enterprise Fund Budget.

Council Member Hanson asked for a Dispatch revenue expenses from 2017-2018 with no outside revenue, requested a report on what amount of money is owed to the General Fund for Airport, and a printout of expenses associated with the Parks' 08 Improvement Fund.

Council Member Carrington asked for Dispatch financial for a normal year, transition year, and expected for 2018.

The Council exited from Committee of the Whole at 7:41 p.m. and reconvened the Special Meeting.

**G. Record of Items Placed on the Table**

City Clerk Norma Alley reported the following documents were Items Placed on the Table:

- 2017 General Fund Revenue Tracking;
- Tax and Fee Burden on Citizens;
- Workforce Profile;
- Health Insurance Increase; and
- 2017 Year End Projections.

**H. COUNCIL COMMENTS**

Council Member Sabrena Combs stated she would be out of the state next week and would like to participate in the meetings telephonically.

Council Member Richard Best encouraged people to be cautious on the roads as they are becoming slick with the colder weather approaching and to get vehicles equipped with cold weather equipment.

**I. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 7:44 p.m.

**Approved this \_\_\_\_ day of November, 2017.**

---

Norma I. Alley, MMC, City Clerk

---

Edna B. DeVries, Mayor



**A. CALL TO ORDER**

A special meeting of the Palmer City Council was held on October 24, 2017, at 6 p.m. in the council chambers, Palmer, Alaska.

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

**B. ROLL CALL**

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

Edna DeVries, Mayor	Richard Best, Deputy Mayor
Steve Carrington	David Fuller
Sabrena Combs (participated by teleconference)	Brad Hanson
Pete LaFrance	

Also in attendance were the following:

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

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

Mayor DeVries called for approval of the agenda

**Main Motion: To Approve the Agenda**

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

**E. AUDIENCE PARTICIPATION**

None

**F. COMMITTEE OF THE WHOLE**

1. 2018 City of Palmer Budget
2. 2018 City of Palmer Pay Plan
3. 2018 City of Palmer Fee Schedule
4. 2018 City of Palmer Fine Schedule
5. 2018 City of Palmer Capital Improvement Program

**Main Motion: To Enter Into a Committee of the Whole**

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

The Council entered into a Committee of the Whole at 6:03 p.m.

Topics addressed in the Committee of the Whole included:

- Police Department Budget; and
- Fund Budget.

Council Member Hanson asked if staff had requested a figure for what it would cost for Wasilla to dispatch for the city of Palmer. City Manager Wallace responded he requested a cost estimate, but the Borough was not able to provide an estimate as they were still trying to stabilize from the contract transfer.

Council Member Hanson asked should if budgeting \$100,000.00 a year for dispatch was an adequate amount and requested an estimate from the city of Wasilla if the city of Palmer was to transfer dispatch to Wasilla. Chief Ketterling answered the \$100,000.00 was be a good figure. Council Member Hanson commented that the city owes it to the community to get a quote and look at all options available in order to reduce the budget.

Council Member Carrington asked what the percentage of the greater palmer calls were and inquired about reducing dispatch staff since losing the Borough's dispatching contract. City Manager Wallace answered the Police Department has already reduced personnel and are at the minimum staffing level with current demand for the city of Palmer.

The Council exited from Committee of the Whole at 6:45 p.m. and reconvened the Special Meeting.

**G. Record of Items Placed on the Table**

City Clerk Norma Alley reported the following documents were Items Placed on the Table:

- 2018 General Administration Services Calculation for Enterprise Funds; and
- Dispatch Revenue & Expenditure Table.

**H. COUNCIL COMMENTS**

None

**I. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 6:46 p.m.

**Approved this \_\_\_\_ day of November, 2017.**

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk

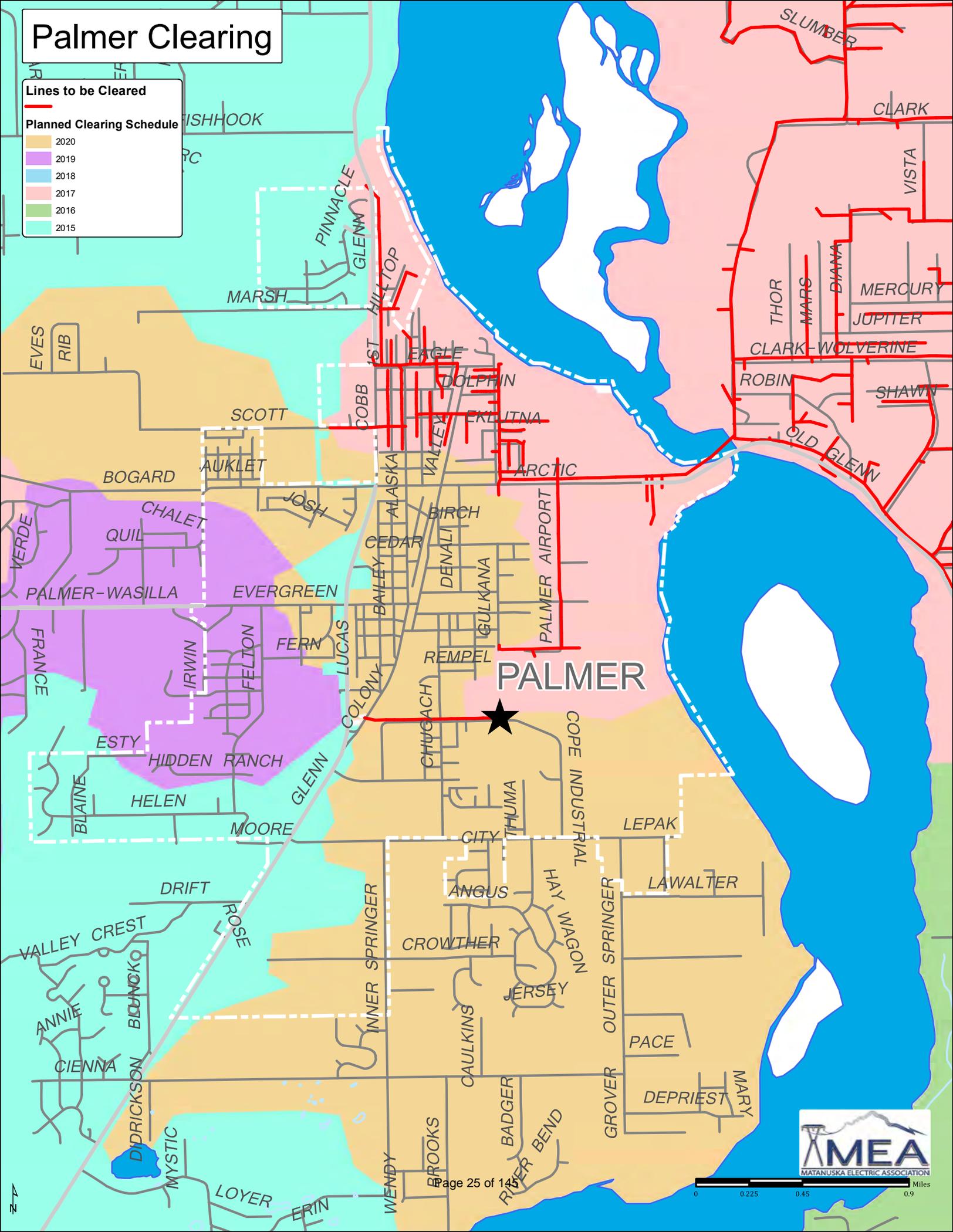
\_\_\_\_\_  
Edna B. DeVries, Mayor

# Palmer Clearing

Lines to be Cleared

Planned Clearing Schedule

- 2020
- 2019
- 2018
- 2017
- 2016
- 2015



# MEA - Focused on our Future

Page 26 of 145



Palmer City Council – November 28, 2017

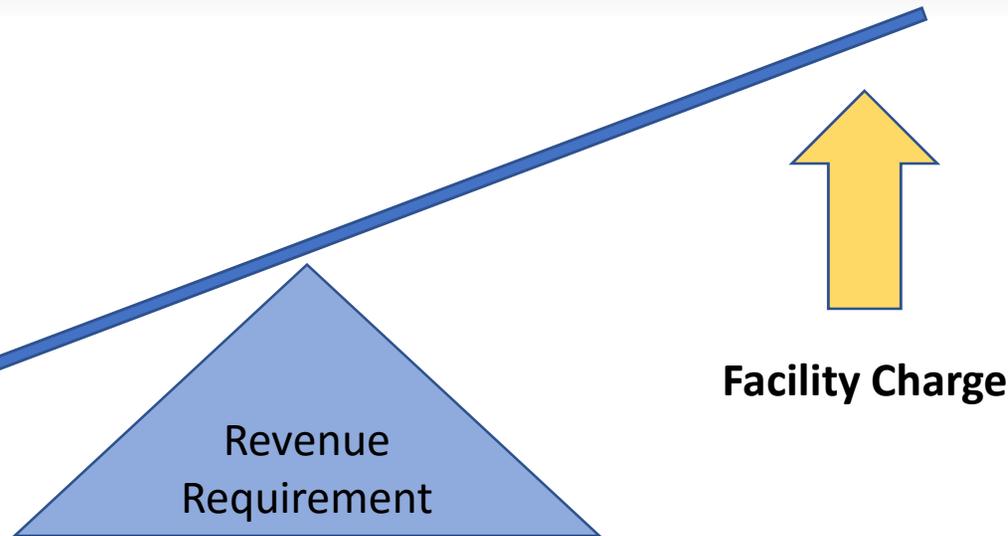
# New Mission Statement



To provide safe, reliable energy at reasonable rates with exceptional member service and a commitment to the community we serve.

# 2017 Approved Rate Case – Typical Member

Per kWh Energy Charge\*



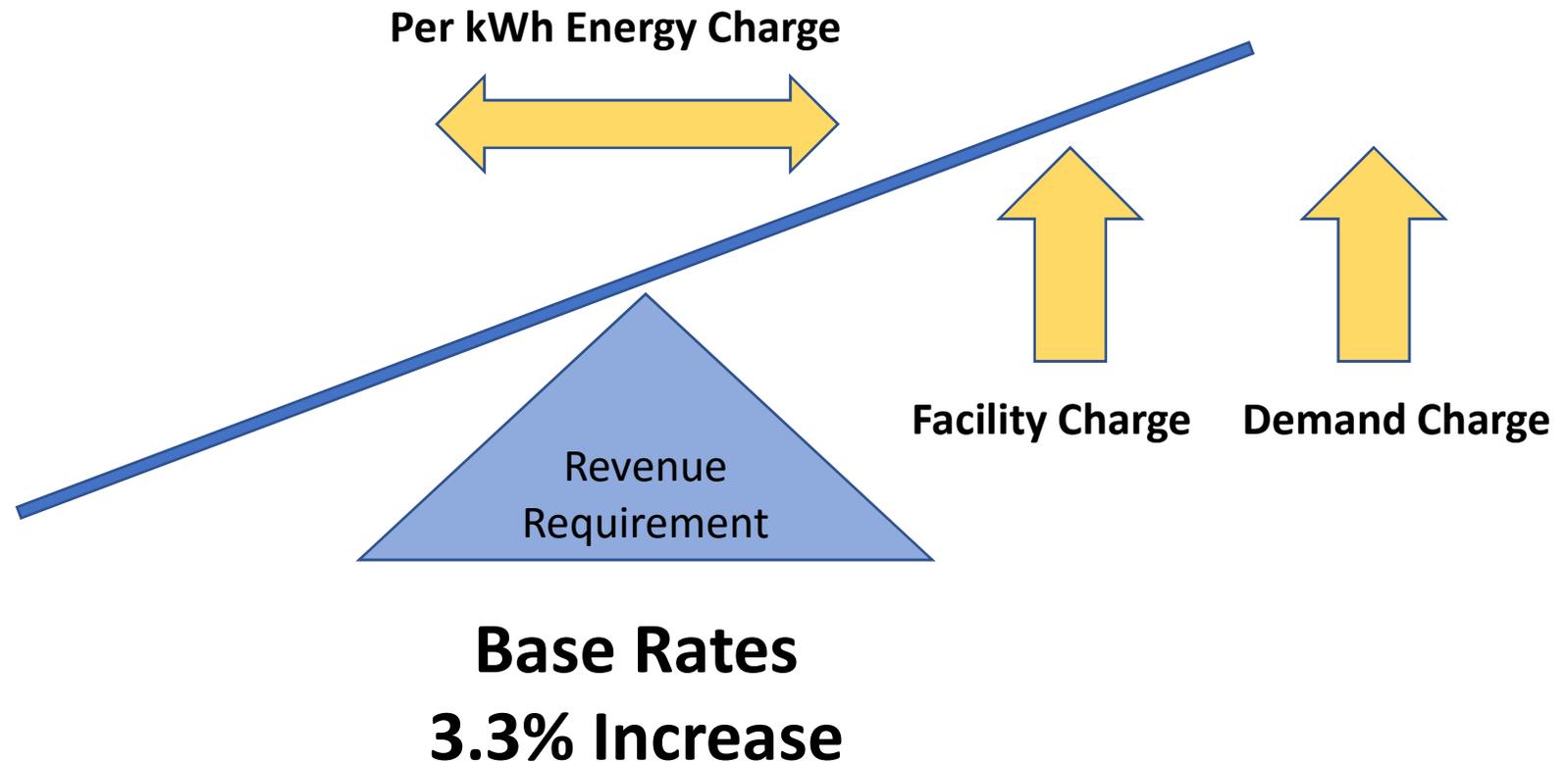
Facility Charge

**Base Rates**  
**2.57% Increase**

**MEA's Typical Member = <1% Total Bill Increase\***

\*Based on MEA's typical usage amount of 680 kWh/month. Rate Case requested overall 2.75% increase in base rate revenue.

# 2017 Approved Rate Case – 3-Phase



**MEA's Average 3-Phase Member = <2% Total Bill Increase**

# Base Rate Picture

## 2017 Actuals

2017 Actual = 3.61% increase

2017 Budgeted = 4.15% increase

## 2018 Projections

Q1 - 2% decrease (pending approval)

Q2 - no change

Q3 /Q4 – Less than 5% total increase

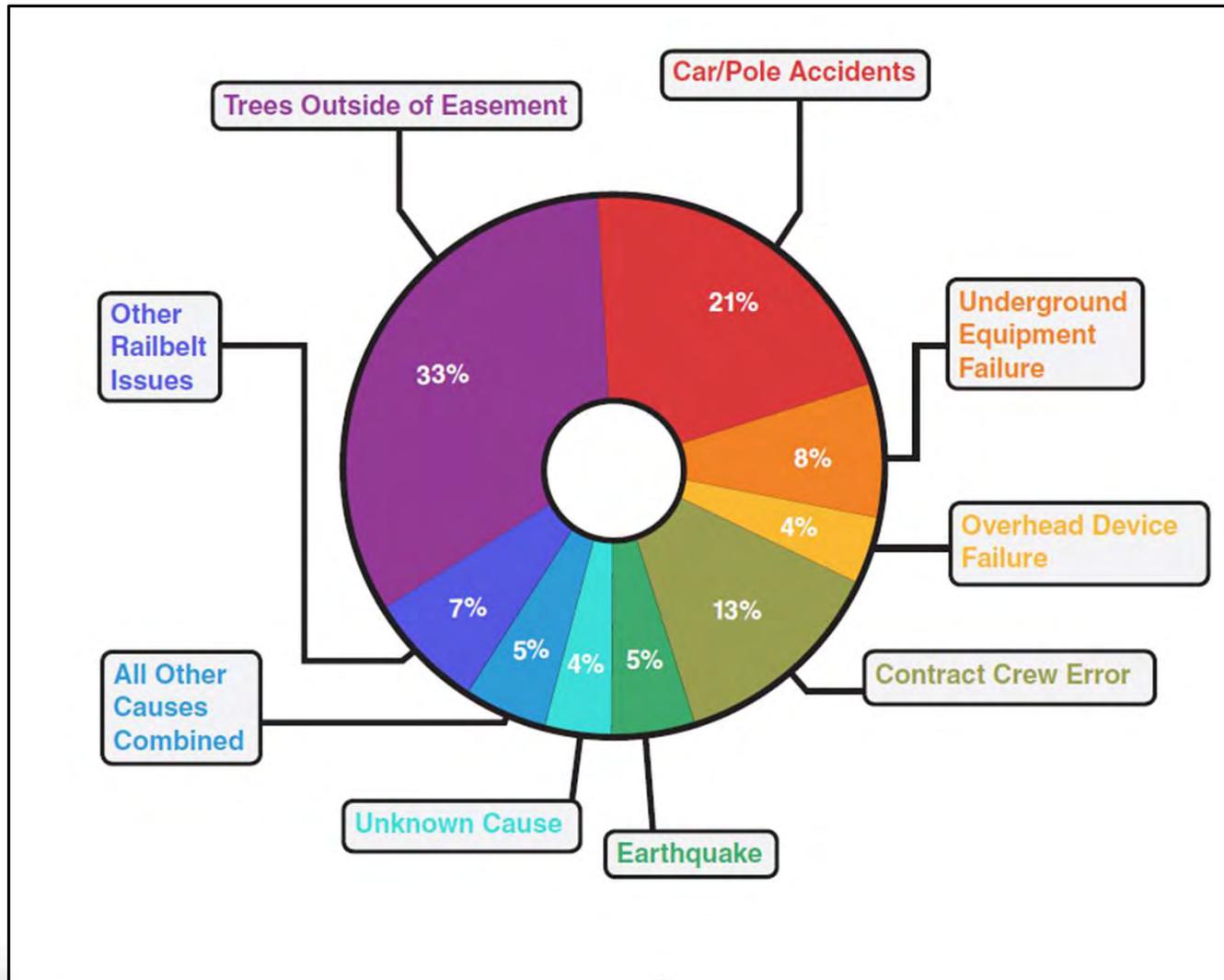
Based on 2017  
actuals/forecast

TBD. Will be  
based on Q1/Q2  
2018 actuals

2018 Net Effect: No overall increase in base rate revenue  
projected

# Reliability

Causes of 2016 Outages (total outage hours)

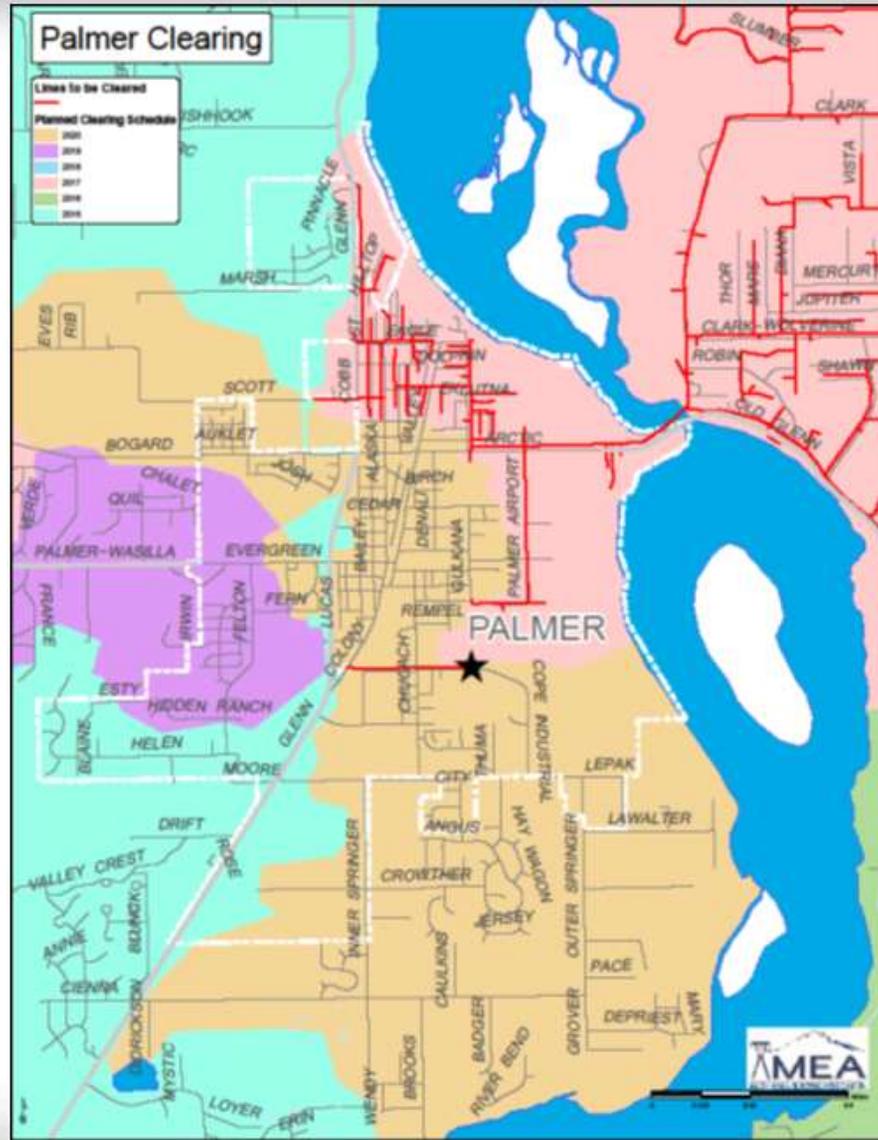


# Clearing

306 miles of line cleared in 2016 = On track to complete cycle by 2019



# Clearing



# We value our Major Accounts

- Direct contact for questions
- Power outage alerts
- One on one meetings with executive staff
- Envelope grouping for multiple bills



Contact Cassi Campbell  
[Cassi.campbell@mea.coop](mailto:Cassi.campbell@mea.coop)  
(907) 761.3917

*We are* **ALL** *M.E.A.*

Tony Izzo  
CEO and General Manager  
(907) 761.9212

Julie Estey  
Director of External Affairs  
(907) 761.9215

# Evaluate, Prioritize, Do More with Less

## Number of Meters

**Municipal Light  
and Power**



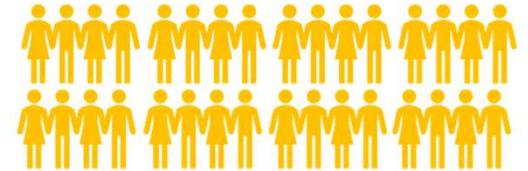
31,287

**Matanuska Electric  
Association**



64,703

**Chugach Electric  
Association**



80,558

## Miles of Energized Line

**Municipal Light  
and Power**



442

**Chugach Electric  
Association**



2,153

**Matanuska Electric  
Association**



4,426

# Doing More with Less

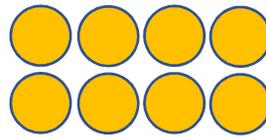
## Meters Per Mile of Distribution

Matanuska Electric Association



15

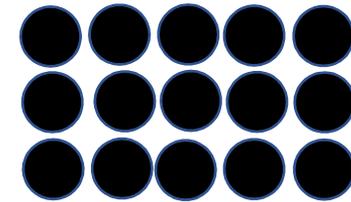
Chugach Electric Association



46

Density

Municipal Light and Power



84



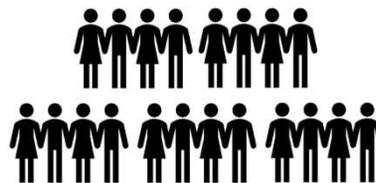
## Number of Full Time Employees

Matanuska Electric Association



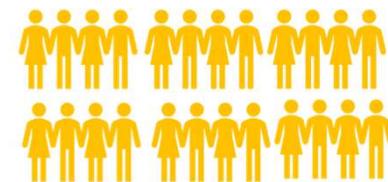
188

Municipal Light and Power



224

Chugach Electric Association



291

# Doing More with Less

## Meters Served Per Employee

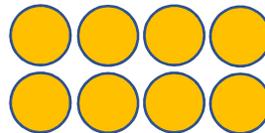
### Municipal Light and Power



139.67



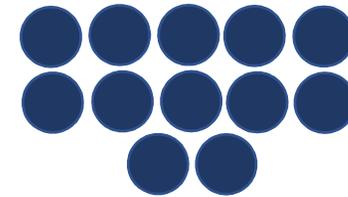
### Chugach Electric Association



276.83



### Matanuska Electric Association



344.16



What does this mean?

MEA has double the miles of line and serves a less dense service territory with far fewer employees than our peers.



# PALMER GOLF COURSE 2017



Snow melt overflow behind #2 tee box (along East Lawalter Road).



APRIL 9<sup>TH</sup>, 2017



April 11, 2017



May 25, 2017



**HOOK A KID ON GOLF PROGRAM – Joe Butler, Golf Professional      MAY 24<sup>th</sup>, 2017**



**HOOK A KID ON GOLF Program**

**May 25<sup>th</sup>, 2017**



# HOPE GOLF CLASSIC



ALASKA STATE MATCH PLAY

June 25, 2017



June 26<sup>th</sup>, 2017



June 26<sup>th</sup>, 2017



Page 50 of 145



**NOTAH BEGAY**  
PGA GOLF PROFESSIONAL  
GOLF CHANNEL COMMENTATOR



# PALMER INVITATIONAL PRO-AM

Page 51 of 145





August 5<sup>th</sup>, 2017



# CLUB CHAMPIONSHIP 2017



Page 54 of 145

Annika Richards





Page 59 of 145

AUGUST 22<sup>nd</sup>, 2017

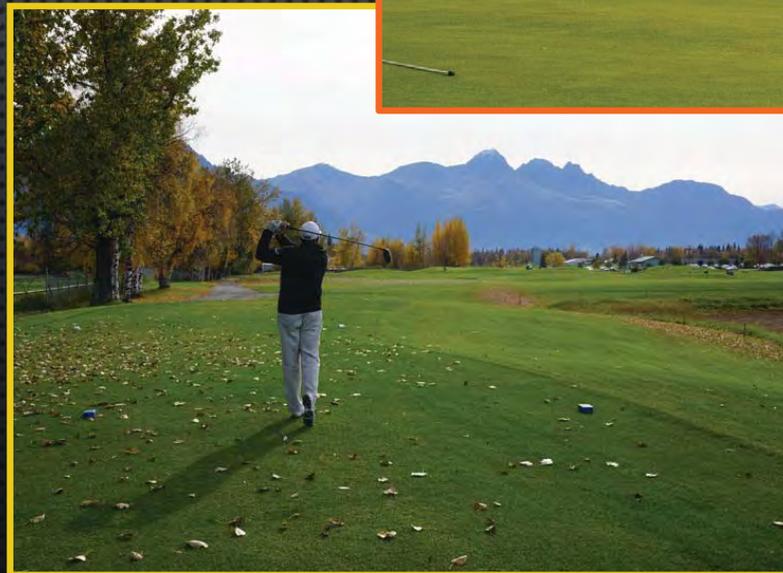




# OKTOBERFEST TOURNAMENT 2017



Page 57 of 145





November 8<sup>th</sup>, 2017



**Staff Update and analysis (October 2017):**

**Police Department:**

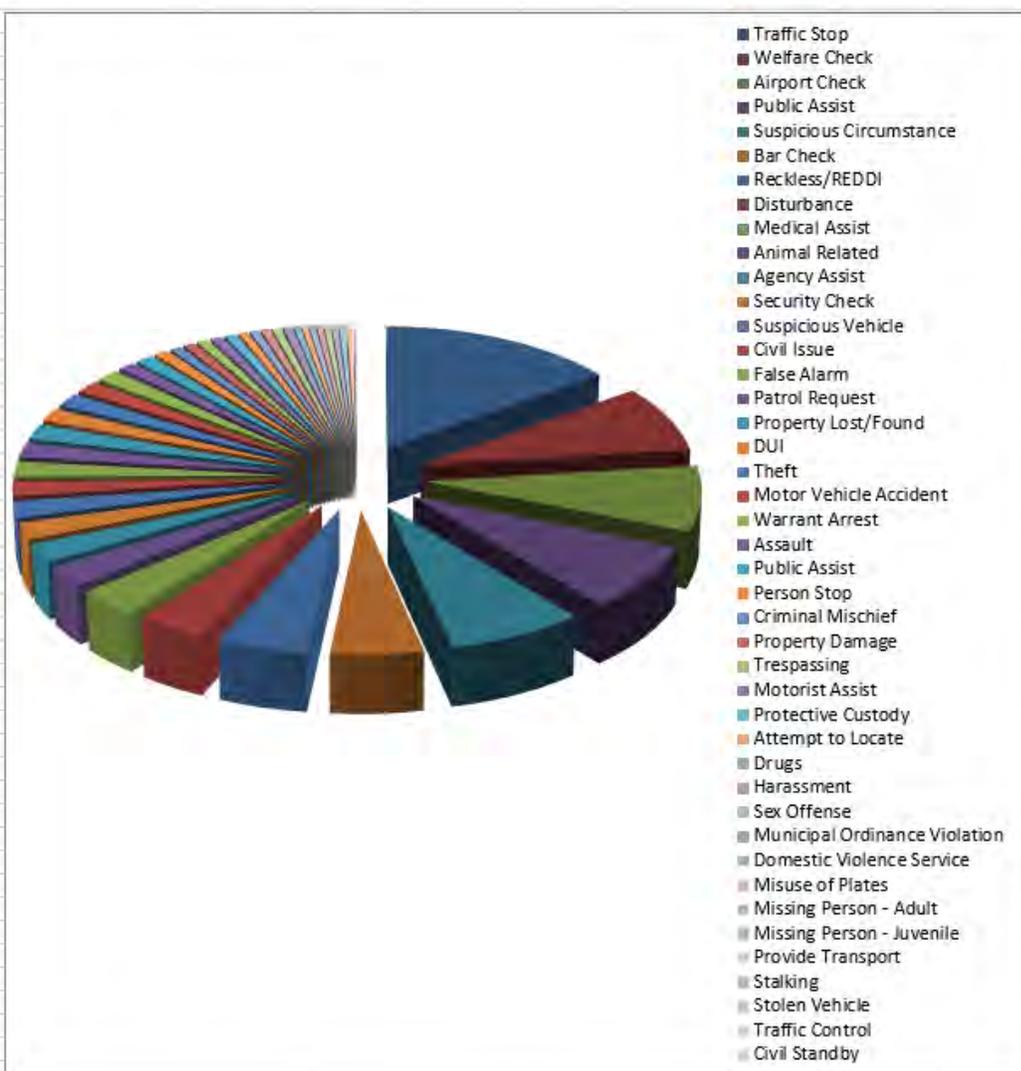
Total calls: 532 down from 605 in September

Call breakdown - 26%(September - 31%) traffic/vehicle related, 26%(September - 22%) checks (welfare/property), 17%(September - 17%) citizen assistance, 31%(September - 30%) other.

**Patrol Calls**  
 October, 2017

CAD REPORT

Traffic Stop	79
Welfare Check	43
Airport Check	42
Public Assist	42
Suspicious Circumstance	40
Bar Check	27
Reckless/REDDI	26
Disturbance	20
Medical Assist	18
Animal Related	14
Agency Assist	12
Security Check	11
Suspicious Vehicle	11
Civil Issue	10
False Alarm	10
Patrol Request	10
Property Lost/Found	10
DUI	9
Theft	9
Motor Vehicle Accident	8
Warrant Arrest	8
Assault	6
Public Assist	6
Person Stop	5
Criminal Mischief	4
Property Damage	4
Trespassing	4
Motorist Assist	4
Protective Custody	4
Attempt to Locate	3
Drugs	3
Harassment	3
Sex Offense	3
Municipal Ordinance Violation	3
Domestic Violence Service	2
Misuse of Plates	2
Missing Person - Adult	2
Missing Person - Juvenile	2
Provide Transport	2
Stalking	2
Stolen Vehicle	2
Traffic Control	2
Civil Standby	1
Counterfeiting	2
Death Investigation	1
Homicide	1



**Fire Department:** Calls: 56(83 - September) in October 2017, down 48% from last month, down 23by% from last year. Fire: 9(5 -September), Rescue: 23(33 - September), Hazard: 7(8 - September), Good intents: 11(21 - September), False alarm: 5(7 –September), Special Incident: 0(0 - September), Service call: 1(9 - September), Overpressure/explosion/overheat: 0(0 – September).



**Community Development:**

**Library:**

**Patrons:** **September** **October**

*Total Registered Patrons* *13,340* *13,431*

Total Mat-Su Borough Resident Patrons 10,298 10,360  
 Total City of Palmer Resident Patrons 3,042 3,071  
 New Library Users **86** **91**

**Usage:** **September** **October**  
 Patron Visits/Count 8,748 9,363  
 Reference Questions 2,105 2,454  
 Library Computer Sessions 2,434 2,403  
 WIFI Sessions 1,530 1,405  
 Circulation (PPL items) 10,328 9,688  
 Magazine circulation 352 580  
 Take Home Paperbacks 92 245

**Programs:**

Children's Programs	12 Events	998 Participants	21 Events	1,687 Participants
Class Visits	2 Events	160 Participants	6 Events	290 Participants
Young Adult Programs	2 Events	42 Participants	11 Events	189 Participants
Adult Programs	7 Events	79 Participants	8 Events	170 Participants
<b>Total Library Programs</b>	<b>23 Events</b>	<b>1,279 Participants</b>	<b>46 Events</b>	<b>2,336 Participants</b>

Community Events	29 Events	182 Participants	48 Events	245 Participants
<b>Total Events</b>	<b>52 Events</b>	<b>1,461 Participants</b>	<b>94 Events</b>	<b>2,581 Participants</b>

**Building and Compliance:**

Compliance Letters dispatched: 3(4- September) (unsightly premise), 2(1- September) (clean up follow up), and 13(8 - September) (permit follow ups), other: 14(4 - September)



**Building Department Report  
 OCTOBER 2017**

Permit Type	Count	Total Valuation	Permit Fees Collected	Plan Review Fees Collected
Building Permit	11	\$643,883.00	\$4,771.25	\$1,752.75
Sign Permit	3	\$3,645.00	\$644.00	
Fence Permit	1	\$4,000.00	\$26.00	
<b>Totals</b>	<b>15</b>	<b>\$651,528.00</b>	<b>\$5,441.25</b>	<b>\$1,752.75</b>

**TYPE OF PERMITS:**

Applicant	Valuation	Type of Work	Permit Fee	Plan Review Fee
Tsalach LLC	\$1,200.00	Sign	\$200.00	
Him, Sarin	\$4,587.00	COM Alteration	\$123.75	\$80.25
Guard, Cheyenne	\$4,000.00	Fence	\$26.00	
City of Palmer	\$230,000.00	COM Alteration	\$0.00	\$0.00
Johnson, Jeff	\$25,000.00	COM Alteration	\$435.50	\$283.00
Munson, Robert & Lisa	\$5,000.00	COM Alteration	\$123.75	\$80.25
Matanuska Telephone Assoc.	\$196,000.00	COM Alteration	\$1,705.75	\$1,108.50
Him, Sarin	\$1,000.00	Sign	\$374.00	
First Baptist Church Palmer	\$9,000.00	COM Alteration	\$186.00	
Marley T Group LLC	\$1,445.00	Sign	\$70.00	
Dalrymple Law, P.C.	\$4,000.00	COM Alteration	\$108.00	\$70.00
Stahle, Wade	\$127,296.00	RES Single Family	\$1,281.25	
Voight, Tom & Tae	\$23,000.00	RES Addition	\$404.25	
Erbey, Ken & Cindy	\$10,000.00	RES Alteration	\$201.50	
United Protestant Church	\$10,000.00	COM Alteration	\$201.50	\$130.75

**YEAR TO DATE COMPARISON:**

Year	Building Permits	Sign Permits	Fence Permits	Year to Date Valuation	Year to Date Permit Fees	Year to Date Plan Review Fees
2008	88	29	24	\$5,912,579.00	\$52,592.00	
2009	90	18	29	\$16,873,519.00	\$99,733.50	
2010	103	44	15	\$21,937,140.00	\$120,502.15	
2011	106	25	24	\$7,650,827.00	\$64,758.25	
2012	90	28	12	\$21,012,041.00	\$134,411.25	
2013	86	25	18	\$12,368,593.00	\$91,440.25	
2014	95	31	11	\$16,039,260.00	\$116,769.50	
2015	94	25	13	\$11,246,779.00	\$97,155.75	
2016	83	35	19	\$38,052,802.00	\$200,018.00	\$36,924.25
2017	83	21	17	\$6,054,680.00	\$55,383.35	\$19,777.75



## **PALMER GOLF COURSE**

	<b>September</b>	<b>October</b>
<b>Operational Days:</b>	<b>30</b>	<b>26</b>
<b>Number of Rounds:</b>	<b>1,460</b>	<b>864</b>
<b>Green Fees:</b>	<b>31,399.00</b>	<b>14,806.00</b>
<b>Cart Rental:</b>	<b>7,497.00</b>	<b>3,440.00</b>
<b>Club Rental:</b>	<b>400.00</b>	<b>100.00</b>
<b>Driving Range:</b>	<b>1,781.00</b>	<b>583.00</b>
<b>Merchandise Sales:</b>	<b>21,905.00</b>	<b>8,059.25</b>
<b>Snack Bar:</b>	<b>5,340.75</b>	<b>2,773.00</b>
<b>Beer &amp; Wine:</b>	<b>4,242.00</b>	<b>1,177.00</b>

# AIRPORT LEASE AND FEE SURVEY

## Alaska Municipal Local Sponsor Airports and State of Alaska Rural Airports

Prepared for the City of Palmer

by

TRH Consulting  
P.O. Box 311  
Palmer, AK 99645  
(907)841-0331

October 2017

# MEMORANDUM

*TRH Consulting  
P.O. Box 311  
Palmer, AK 99645  
(907)841-0331*

TO: Nathan Wallace, City Manager  
City of Palmer  
FROM: Tom Healy   
TRH Consulting  
DATE: October 3, 2017  
SUBJECT: Airport Lease and Fee Survey

This memorandum transmits to you the attached Airport Lease and Fee Survey. This survey contains information on airport tie-down fees, aircraft parking fees, airport lease rates, airport lease insurance requirements and other airport fees.

The airports surveyed are the Warren 'Bud' Woods Palmer Municipal Airport, Kenai Municipal Airport, Merrill Field in Anchorage, Soldotna Airport, Wasilla Airport—all municipal local sponsor airports—and State of Alaska rural airports.

This survey provides the City of Palmer information to allow comparisons between lease and fee provisions at the Warren 'Bud' Woods Palmer Municipal Airport and other municipal local sponsor airports and State of Alaska rural airports.

There are many factors that determine airport lease and fee requirements and these requirements vary from one airport to another. The physical layouts of airports are different, as are the airport services provided and the owner's needs to cover airport expenses.

There are two fees at the Palmer airport that are significantly below fees at other surveyed airports. First, Palmer's aircraft tie-down rates are significantly below rates at other airports. Second, in comparison to the State of Alaska's large aircraft assigned space parking (the only similar fee found in the survey), Palmer's large aircraft parking rate of \$500 per quarter is less than half of the State's rate. The survey discusses these issues on page 7 and 8 of the survey.

Palmer's airport lease rate is on the lower end of the average of other airports' lease rates, but it is difficult to draw a conclusion of what an adequate lease rate should be at Palmer based on the many different factors contributing to each airport's lease rates. Public airports typically follow standards for the lease of public lands to establish lease rates, including a fair market value appraisal.

Thank you for the opportunity to prepare this survey. We hope this information is useful to the City of Palmer. Please contact me if you have any questions.

## Airport Rates and Fees Municipal Local Sponsor Airport

### WARREN 'BUD' WOODS PALMER MUNICIPAL AIRPORT

Longest paved runway: 6,000'

FAA Flight Service Station

TIE-DOWN FEES	AIRPORT PARKING	LEASE RATES	INSURANCE REQ'MTS	OTHER FEES
<p>\$75/quarter</p> <p>\$250/year</p> <p>Palmer's tie-downs are taxi-through and paved.</p>	<p>Transient: \$5/day</p> <p>Large aircraft: \$500/qtr (10,000 sq ft)</p>	<p>\$0.065/sf/yr</p> <p>Rates may be higher if lease lot is improved.</p>	<p>Commercial Gen. Liability (\$1 million limit, \$2 million aggregate), OR Airport Premises Liability (\$1-\$2 million).</p> <p>Commercial Property Insurance (replacement cost).</p> <p>If applicable, third-party aircraft liability (\$1 million limit).</p> <p>If applicable, pollution insurance.</p>	<p>Aircraft impoundment fee: \$400.</p> <p>Impounded aircraft storage fee: \$200/mo.</p> <p>Airport lease application fee: \$500.</p> <p>Fuel flowage fee: \$0.05/gallon.</p> <p>Agricultural leases. There are three agricultural leases. Their annual lease rates per acre are: one at \$48.88/acre (98 acres), one at \$54.26/acre (5 acres) and one at \$120/acre (5 acres).</p>

## Airport Rates and Fees Municipal Local Sponsor Airport

### KENAI MUNICIPAL AIRPORT

Longest paved runway: 7,900'  
FAA Flight Service Station

TIE-DOWN FEES	AIRPORT PARKING	LEASE RATES	INSURANCE REQ'MTS	OTHER FEES
<p>Paved areas: \$40/mo \$360/yr</p> <p>With electric: \$60/mo \$420/yr</p> <p>Gravel areas: \$40/mo \$360/yr</p>	<p>Transient aircraft: Under 4000 lbs.: \$5/day 4001-12500 lbs.: \$50/day 12501-100000 lbs.: \$100/day Over 100001 lbs.: \$250</p> <p>Vehicle parking (GA area): \$3/day \$420/yr (permit)</p>	<p>Lease lots appraised every five years to determine fair market lease rate.</p>	<p>Commercial general liability including premises, operations, property damage products and completed operations; personal injury or death, broad form contractual with \$1 million combined single limit, per occurrence.</p> <p>Policy for commercial dispensing or storage of fuel must not exclude lessee's fuel handling activities and must carry Products and Completed Operations Liability coverage.</p> <p>Commercial auto not less than \$1 million combined single limit, per occurrence.</p> <p>Workers Comp to cover employees (AS 23.30).</p>	<p>Business activity and airport access fees:</p> <p>Mechanic access: \$50 Fueling access: \$100 Dispensing fee/gal.: \$0.02 Mobile food service: \$50</p>

## Airport Rates and Fees Municipal Local Sponsor Airport

### MERRILL FIELD, ANCHORAGE

Longest paved runway: 4,000'

TIE-DOWN FEES	AIRPORT PARKING	LEASE RATES	INSURANCE REQ'MTS	OTHER FEES
<u>Tail-In:</u> \$60/mo \$180/qtr <u>Drive-Thru:</u> \$70/mo \$210/qtr <u>Electric</u> <u>Tail-In:</u> \$75/mo \$225/qtr Electric Drive-Thru: \$85/mo \$255/qtr	Transient Aircraft: \$5/day  Vehicle – 20 ft. \$45/mo; \$135/qtr  Vehicle – 40 ft.: \$55/mo; \$165/qtr	Fair market rent, adjusted annually by Anchorage Consumer Price Index.	Commercial general liability inclusive of airport premises liability insurance (\$1 million limit single occurrence).  Workers Comp to cover employees (AS 23.30).  If applicable, third-party aircraft liability (\$1 million limit).	

Page 67 of 145

## Airport Rates and Fees Municipal Local Sponsor Airport

### SOLDOTNA AIRPORT

Longest paved runway: 5,000'

TIE-DOWN FEES	AIRPORT PARKING	LEASE RATES	INSURANCE REQ'MTS	OTHER FEES
<p>Aircraft tie-down and vehicle parking fees:</p> <p>\$4/day \$17/week \$45/month \$495/year</p>	<p>Vehicle parking fees are the same as tie-down fees.</p>	<p>Current rate is \$0.11/sf/yr; increased annually by 2.5%.</p> <p>Lease rates are adjusted every five years based on appraisal.</p> <p>Rent may be increased an additional 2% if city's premium for airport liability insurance exceeds \$15,000.</p>	<p>Non-commercial use does not require insurance.</p> <p>Commercial uses:</p> <p>Comprehensive general liability including bodily injury, property damage and personal injury of \$1 million limit for each.</p> <p>Property insurance in the amount of full replacement cost.</p>	<p>Fuel dispensing fee: \$0.02/ gal</p> <p>Landing fee: \$0.20 per 1000 lbs for aircraft more than 12,500 lbs</p>

## Airport Rates and Fees Municipal Local Sponsor Airport

### WASILLA AIRPORT

Longest paved runway: 3,700'

TIE-DOWN FEES	AIRPORT PARKING	LEASE RATES	INSURANCE REQ'MTS	OTHER FEES
<p>\$35/mo (without electric).</p> <p>\$50/mo (with electric)</p>	<p>See tie-down fees.</p>	<p>\$0.06/sf/yr</p> <p>Market adjustments at five-year intervals.</p>	<p>Premises liability combined single limit per occurrence \$1 million.</p> <p>Commercial auto liability of not less than \$500,000 combined single limit or liability per accident, to include injury and property damage with minimum limits of \$500,000 each.</p> <p>Workers Comp for employees.</p>	

## Airport Rates and Fees State of Alaska Airports

### STATE OF ALASKA

TIE-DOWN FEES	AIRPORT PARKING	LEASE RATES	INSURANCE REQ'MTS	OTHER FEES
<p>Tail-in, unpaved: \$30/mo Tail-in, paved: \$35/mo Taxi through, unpaved: \$40/mo Taxi through, paved: \$45/mo</p>	<p><i>Transient aircraft parking:</i>  First 24-hour period free. Subsequent parking at \$4.00 per day.  Heavy aircraft: After first 24-hour free period, the greater of \$7.50 or \$0.75/1000 lbs. per day.  <i>Assigned space parking:</i>  Taxi-through, paved: \$45/month. Access to electrical service is \$10 per month.  Heavy aircraft: \$30/month for the first 6,000 lbs, plus \$10 per 1,000 lbs over 6,000 pounds.</p>	<p>Rate for airports with facilities comparable to Palmer (runway length at least 5,000', lighted, paved), but with large aircraft commercial use:  Aeronautical use: \$0.123/sq foot/year. Non-aeronautical use: \$0.148/sq foot/year.  Lease rates are less for airports without some of these features. Willow, for example, has a lease rate of \$0.065/sf/yr.  See attached 17 AAC 45.127, for lease rates.</p>	<p>See 17 AAC 45.425, Insurance for leases, permits and concessions, in Appendix B.</p>	<p>Fuel flowage fee (17 AAC 45.127 (0)): \$0.022/per gallon.  Fuel delivered to an aircraft as manifested cargo for transport off the airport is exempt from fuel flowage fee.  Business activity permit (17 AAC 45.105): \$550 per year.  Agricultural lease rate: \$55.00 per acre per year.</p>

## ADDITIONAL INFORMATION ON LEASE TERMS AND FEES

### Tie-down Fees

- Palmer's aircraft tie-down fee of \$250 per year is significantly lower than all airports surveyed.
- The average tie-down fee for all surveyed airports is \$464 per year.
- All of Palmer's tie-down stalls are paved with taxi-through access. At other airports, tie-down stalls with these features are charged more than unpaved, tail-in stalls.

### Airport Parking

#### *Vehicle Parking*

- Vehicle parking fees are typically \$4 or \$5 per day. Merrill Field charges \$45 per month for vehicles up to 20 feet in length and \$55 per month for vehicles 21 feet to 40 feet in length. Palmer does not charge vehicle parking fees.

#### *Aircraft Parking*

- Palmer's transient aircraft parking fee of \$5 per day is typical of other surveyed airports.
- Of the surveyed airports, only Palmer, Kenai and the State of Alaska have large aircraft parking fees. Palmer charges a large aircraft parking fee of \$500 per quarter for a designated 10,000 square foot parking area.
- Kenai bases aircraft parking fees on the weight of the aircraft. For example, a 40,000-pound aircraft—similar to those parked in Palmer for \$500 per quarter—would pay \$100 per day in Kenai, or \$9,125 per quarter. This rate is uneconomic for long-term parking.
- The State of Alaska charges fees for *transient* large aircraft parking and *assigned space* large aircraft parking. The State charges the greater of \$7.50 or \$0.75 per 1000 pounds per day for transient heavy aircraft parking. For a 40,000-pound aircraft the fee would be \$30 per day, or \$2,737 per quarter. For assigned space parking, the State

charges \$30 per month for the first 6,000 pounds of aircraft weight, plus \$10 for each 1,000 pounds over 6,000 pounds. This assigned parking rate applied to a 40,000-pound aircraft would be \$370 per month, or \$1,110 per quarter.

### Lease Rates

- This survey was not able to get actual lease rates from Kenai or Merrill Field. Those rates are based on fair market appraisals with periodic adjustments for inflation. Merrill Field adjusts lease rates annually based on changes in the Anchorage Consumer Price Index.
- Palmer's lease rate of \$0.065/sf/year is less than most of the airports surveyed, although several smaller State of Alaska airports have a \$0.065 lease rate. Wasilla has the lowest rate at \$0.06/sf/yr.
- The State of Alaska uses several factors to set state rural airport lease rates, such as length of runway, paved runway versus unpaved, lighted or not lighted and level of passenger and/or freight service, etc. Generally, the state charges \$0.123/sf/yr for aeronautical uses at improved state rural airports with regular passenger service (i.e.: Bethel, Cordova, Homer, Valdez and others). Rural State airports without regular passenger service and limited facilities such as shorter runways have lease rates of \$0.065/sf/yr (i.e.: Willow and Big Lake) or \$0.071 to \$0.086/sf/yr (Birchwood and Talkeetna).
- It is difficult to make an apples-to-apples comparison between State of Alaska airports and Palmer airport due to the several factors the State uses to set lease rates and differences in airport assets between Palmer and other comparable State airports. Applying the State's criteria of runway length, lighting and paving to Palmer airport suggests a lease rate for aeronautical use of \$0.123 per square foot per year. However, \$0.123/sf/yr is the lease rate at improved State rural airports with jet passenger service, runways and navigational assets not available at Palmer. This suggests Palmer airport lease rates would fall within the \$0.071 to \$0.086 per square foot range.
- State of Alaska regulation 17 AAC 45.127 (d) contains a process to allow deductions in airport lease rates when the lessee is required to add substantial fill to the premises, or if the leased premises are at least 200 feet from a public sewer or water utility, an electric utility connection, or public access road.

## Insurance Requirements

- Insurance requirements for leases at the airports surveyed are generally similar, but there are differences in the amount of coverage limits and the types of coverage required based on specific lease activities, such as whether a lessee provides fueling services.
- Generally, surveyed airports require a combined single limit per occurrence of \$1 million for commercial general liability coverage. Palmer requires a \$1 million limit per occurrence with a \$2 million aggregate.
- A detailed comparison of Palmer's insurance requirements with other airports' requirements is beyond the scope of this report. Palmer's insurance broker or other insurance professional could provide a comparison of airport lease insurance requirements and how premium costs are affected by different requirements.
- Copies of the surveyed airport insurance requirements are attached in Appendix B.

## Other Fees

- Fuel flowage fee. Palmer charges a \$0.05 per gallon fuel flowage fee. Kenai and Soldotna charge \$0.02 per gallon. The State of Alaska charges a \$0.022 per gallon fuel flowage fee. The State exempts from its fuel flowage fee any fuel delivered to an aircraft as manifested cargo for transport off the airport.
- Agricultural leases. Palmer has three agricultural leases: one at \$48.88/yr, one at \$54.26/yr and one at \$120/yr. The third lease is for smaller acreage with a premium for a water well. Palmer's agricultural lease rates have been established by appraisal and adjusted periodically based on changes in the CPI-U Anchorage. Palmer's rates are close to the State's agricultural lease rate of \$55 per acre per year.

# APPENDIX A

Warren 'Bud' Woods Palmer Municipal Airport Fees

Kenai Municipal Airport Fees

Merrill Field Aircraft Parking Fees

State of Alaska Rental and Fee Rates

State of Alaska Aircraft Parking Fees

**Airport Fees**

Transient Parking (per day)	\$	5
Tie-Down Parking (per quarter plus 3% sales tax)	\$	75
Tie-Down Parking (annually plus 3% sales tax)	\$	250
Long Term Large Aircraft Parking (per quarter plus 3% sales tax)	\$	500
Aircraft Impoundment Fee	\$	400
Storage fee for impounded aircraft (per month)	\$	200
Airport Lease Application Fee	\$	500
Fuel Flowage Fee (per gallon delivered)	\$	.05

**Animal Control Fees**

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

**Appeals**

Appeal to hearing officer regarding a decision of the Planning and Zoning Commission:

Nonrefundable application filing fee	\$	300
Deposit for preparation of the appeal record	\$	500

**Application Filing Fees (Filing fees are nonrefundable)**

Mobile home park	\$	500
Large Retail Establishment	\$	500
Conditional Use Permit	\$	250
Variance Request	\$	250
Planned Unit Development (PUD)	\$	250
Zone Change/Palmer Municipal Code Text Amendment	\$	250
Accessory Dwelling Unit	\$	50
Bed and Breakfast	\$	50

**Building Inspector Inspection Services and Fees**

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

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

\*\*Actual costs include administrative and overhead costs.

**KENAI MUNICIPAL AIRPORT FEES – effective July 1, 2016**

<b>TYPES OF FEES</b>	<b>RATE</b>		<b>KENAI MUNICIPAL CODE</b>
<b>Signatory - Aircraft Landing Fees</b>	\$1.60	Under 4,000 lbs., no fee. 4,000 lbs. and over, for each 1,000 lbs. CGTOW or any fraction thereof, rounded up	14.05.10
<b>Non-signatory Aircraft Landing Fees</b>	\$2.10	Under 4,000 lbs., no fee. 4,000 lbs. and over, for each 1,000 lbs. CGTOW or any fraction thereof; rounded up	14.05.10
<b>Fuel Flowage Fee</b>	\$.02	Reduced from .03 effective May1, 2009	Ordinance No. 2392-2009
<b>Aircraft Parking Fees</b>			
- transient, under 4,000 lbs. 0-4 hrs.	FREE		
- transient, under 4,000 lbs.	\$5.00	*per calendar day	
- transient, 4,001-12,500 lbs.	\$50.00	*per calendar day	
- transient, 12,501-100,000 lbs.	\$100.00	*per calendar day	
- transient, 100,001 lbs. and over	\$250.00	*per calendar day	
<b>Tie-down Fees, General Aviation</b>			
<b>Paved Area</b>			
Wheels, per month	\$40.00		
Wheels, per year	\$360.00		
Wheels, w/electric per month	\$60.00		
Wheels, w/electric per year	\$420.00		
<b>Gravel Area</b>			
Wheels/Skis, per month	\$40.00		
Wheels/Skis, per year	\$360.00		
<b>Float Plane Basin, Private</b>			
Daily	\$5.00		
Month	\$40.00		
Season – May to October	\$250.00		
Floats/Wheels per year	\$360.00		
Floats/Wheels/Skis per year	\$360.00		
Floats/Wheels w/electric per year	\$420.00		
<b>Float Plane Basin, Commercial</b>			
Daily	\$10.00		
Month	\$50.00		
Season – May to October	\$300.00		
Floats/Skis/Wheels	\$450.00		
Month w/electric	\$75.00		
Season w/electric	\$550.00		
<b>Terminal Building Rent – Exclusive Space</b>			
Signatory – Per square foot per year (psfpy)	\$31.95		
Signatory - Arrival Hallway, Departure Hallway, Passenger Hold Room & Baggage Claim Areas (psfpy)	\$31.95		
<b>Terminal Building Rent - Joint Use Space</b>			
Signatory - Baggage Make-up Area (psfpy)	\$19.36		
Signatory - Baggage Break-down Area (psfpy)	\$19.36		
<b>*Non-signatory terminal rates 30% higher</b>			

TYPES OF FEES	RATE		KENAI MUNICIPAL CODE
<b>Vehicle Parking Fees at Terminal</b>			
Short Term – 0-2 hrs.	FREE		
24 Hours	\$7.00	January 1, 2014	
Annual Permit	\$700.00		
Annual Permit with electric	\$1,000.00	*only 10 spots available	
<b>Vehicle Parking Fees at GA Lot</b>			
Calendar Day	\$3.00		
Annual Permit	\$420.00		
<b>Business Activity &amp; Airport Access Permit</b>			
Mechanic access	\$50.00		
Fueling access	\$100.00		
Dispensing fee (per gallon)	\$.02	Gallon	
Water Extraction	\$100.00		
Non-tenant use of basin parking apron	\$75.00		
Float plane parking apron	\$25.00		
Deposit/replacement proximity card fee	\$100.00		
Catering/mobile food service	\$50.00		
<b>Commercial Turn Fees</b>			
Turn fee (narrow body – 1 aisle)	\$200.00		
Turn fee (regional 50-99 seats)	\$150.00		
Turn fee (commuter – fewer than 50 seats)	\$100.00		
<b>Helicopter Landing Fees</b>			
Per landing	\$25.00		
<b>Other fees</b>			
Taxicab (per vehicle per pickup)	\$1.00		
Terminal building key replacement (per key)	\$10.00		
Aircraft ramp rental fee (psfpy)	\$1.33		
Airport apron rental rate per square foot	\$0.357		

# Merrill Field

## Merrill Field

[Airport News & Aviation Events](#)

[General Information](#)

[Businesses & Services](#)

[Driver Training Program](#)

[Master Plan Update & Noise Study](#)

[Noise Exposure Maps](#)

[Local Airspace](#)

[Leasing and Permit Information](#)

["Fly Friendly" Noise Reduction Guidelines](#)

[Municipal Airports Aviation Advisory Commission \(MAAAC\)](#)

[Merrill Field Web Cam](#)

[Snow Removal](#)

[History of Russell Merrill](#)

[Anchorage Aviation History & Development](#)

[Stormwater Pollution Prevention Plan \(SWPPP\)](#)

[Title VI](#)

[Contact Information](#)

## Leasing Information

Merrill Field Airport (MRI) has developed a new lease package to provide you with necessary information in making lease decisions. The newly revised lease incorporates new language that reflects MRI's current policy in multiple sections, including, Section 1.5 Rate Adjustments and Section 4.3 Insurance. Click below to open the lease template.

## MRI Lease Template 2017

## Aircraft and Vehicle Permit Information

### Permanent Parking Rates

SPACE TYPE	MONTHLY	QUARTERLY
Tail-in	\$60	\$180
Drive-thru	\$70	\$210
Electrical Tail-in	\$75	\$225
Electrical Drive-thru	\$85	\$255
Vehicle - 20 ft	\$45	\$135
Vehicle - 40 ft	\$55	\$165

All vehicle and permanent aircraft parking permits are billed on a quarterly basis. Invoices are mailed on the 15th of the month preceding the new quarter (December, March, June, and September). Payment is due on the 1st day of the first month of the quarter (January, April, July and October).

If payment is not received by the 10th day of the first month, delinquent notices are sent. On the 1st day of the second month of the quarter (February, May, August and November), the plane/vehicle will be impounded if payment still has not been received.

If you no longer need your permanent parking space, please notify our office. If you cancel the permit before the end of the quarter, a pro-rated refund will be issued for the remaining days in the quarter.

### Transient Parking Rates

SPACE TYPE	DAILY
Aircraft	\$5
Vehicle	\$5

### Transient Aircraft Parking Locations

Merrill Field Airport amenities now include five transient aircraft parking aprons. To provide a sense of uniformity with the adjoining taxiways and to easily identify the apron locations, the transient parking apron names are as follows:

- Alpha Transient (9 spaces); located at the base of the ATCT. Register and pay at the new Pilot Shelter located at the east end of transient apron.
- Charlie Transient (17 spaces); located south of the Airport Administration Office. Register and pay in the lobby of the Administration Office (old control tower).
- Campground Transient (15 spaces); located east end of Taxiway Quebec. Register and pay at the Pilot Shelter located at the north end of transient apron.

### Related Links

[NOTAMS/LTA](#)

[Merrill Field Weather \(NOAA\)](#)

[Aviation Links](#)

[Staff](#)

[Heritage](#)

[About FARs](#)

[Passes, Gold Mines & Ridges](#)

- Quebec Transient (6 spaces); located south of the intersection of T/W G and T/W Q (at the east end of Quebec 3 parking apron along the vehicle parking fence line). Register and pay in the lobby of the Administration Office.
- Whiskey Transient (5 spaces); located at the Gravel/Ski Runway along the south side of Whiskey Apron. Register and pay at the Pilot Shelter located at the east end of the vehicle parking lot (west end of transient apron).

Please become familiar with the transient apron locations, and use the appropriate name when communicating with ground control.

### Short-Term Vehicle Parking Locations

Transient vehicle parking is available at four (4) locations.

- Airport Manager's Office; located in the parking area just east of the Manager's Office, 800 Merrill Field Drive. Register and pay in the Manager's Office lobby.
- Alpha Vehicle Parking; located near Alpha transient at the base of the ATCT. Register and pay at the new Pilot Shelter located at the east end of transient apron.
- Central Parking; located on the south side of Merrill Field Drive just west of Taxiway Golf. Register and pay in the lobby of the Airport Manager's Office, 800 Merrill Field Drive.
- South Parking; located south of the Quebec Taxiway on the east side Merrill Field Drive, just across the street from Dena'ina Air Taxi. Register and pay in the lobby of the Airport Manager's Office, 800 Merrill Field Drive.

---

Merrill Field | Airport Manager: Paul Bowers, A.A.E  
800 Merrill Field Drive, Anchorage, AK 99501 907 343-6303

17 AAC 45.127. Rental and fee rates.

- (d) The department may require a person using an airport to make a deposit, post a bond, or provide a letter of credit, personal guarantee, or other form of security if the department determines the requirement is necessary to guarantee payment of any charge, rent, or fee payable for use of an airport or of any other obligation in connection with that use. The deposit, bond, letter of credit, personal guarantee, or other security must be in a form and in an amount the department finds acceptable considering the person's financial obligations to the airport, the person's financial responsibility, and the proposed activities on the airport.

History: Eff. 3/28/2002, Register 161

Authority: AS 02.15.020 AS 02.15.060 AS 02.15.090

**17 AAC 45.127. Rental and fee rates.**

- (a) Except as otherwise specified in this section, 17 AAC 45.205, or another applicable provision of this chapter, the department will charge and an airport user shall pay, the following annual rental rates in United States Dollars, for the stated use of airport land:

- (1) repealed 3/20/2016;
- (2) repealed 3/20/2016;
- (3) repealed 3/20/2016;
- (4) repealed 3/20/2016;
- (5) beginning January 1, 2015, the annual rental rates are as follows:

<u>Airport Type</u>	<u>Rate Per Square Foot</u>	
	<u>Aeronautical Land Uses</u>	<u>Non-aeronautical Land Uses</u>
Airports where the longest runway is under 5,000 feet long between thresholds and is		
unpaved and unlighted	\$0.055	\$0.066
unpaved and lighted	0.071	0.086
paved and unlighted	0.071	0.086
paved and lighted	0.082	0.099
Airports where the longest runway is 5,000 feet or longer between thresholds and is		
unpaved and unlighted	\$0.082	\$0.099
unpaved and lighted	0.107	0.129
paved and unlighted	0.107	0.129
paved and lighted	0.123	0.148

17 AAC 45.127. Rental and fee rates.

- (b) (1) repealed 3/20/2016;
- (2) repealed 3/20/2016;
- (3) repealed 3/20/2016;
- (4) repealed 3/20/2016;
- (5) beginning January 1, 2015, the annual rental rates are as follows:

<u>Airport Location</u>	<u>Rate Per Square Foot</u>	
	<u>Aeronautical Land Uses</u>	<u>Non-Aeronautical Land Uses</u>
Barrow	\$0.123	\$0.213
Bethel	0.123	0.213
Bettles (including Bettles VOR Lake)	0.043	0.040
Big Lake	0.065	0.042
Cold Bay	0.080	0.048
Cordova	0.123	0.109
Dillingham	0.123	0.104
Galena	0.080	0.052
Gulkana	0.074	0.031
Gustavus	0.123	0.100
Haines	0.087	0.099
Homer	0.123	0.130
Iliamna	0.071	0.078
King Salmon	0.123	0.145
Kodiak	0.123	0.213
Kotzebue	0.123	0.213
Nome	0.123	0.140
Northway	0.100	0.100
Petersburg	0.123	0.208
Sitka	0.123	0.213
St. Mary's	0.095	0.057
Tok	0.068	0.032
Unalaska	0.082	0.142
Valdez	0.123	0.039
Willow	0.065	0.042
Wrangell	0.123	0.156

- (c) The following annual rental rates apply to the land at the Deadhorse Airport:
  - (1) repealed 3/20/2016;
  - (2) repealed 3/20/2016;
  - (3) repealed 3/20/2016;

- (4) repealed 3/20/2016;
- (5) beginning January 1, 2015, the annual rental rates are as follows:
  - (A) \$0.123 per square foot for an aeronautical use on undeveloped land;
  - (B) \$0.268 per square foot for an aeronautical use on land with a state-owned gravel pad;
  - (C) \$0.178 per square foot for a non-aeronautical use on undeveloped land; and
  - (D) \$0.352 per square foot for a non-aeronautical use on land with a state-owned pad.
- (d) If the department determines in writing that any of the conditions described in this subsection apply to a premises under a lease, permit, or concession, the department will reduce the rental rate established for the premises under (a), (b), or (c) of this section by the amount indicated for each of the conditions that applies. The conditions that will justify a rental rate reduction under this subsection, and the rental rate reductions allowed for each condition are as follows:
  - (1) 10 percent, if
    - (A) at any location, except Deadhorse, substantial fill or excavation by the lessee, permittee, or concessionaire is necessary so that the premises may be used in the manner authorized by the department; and
    - (B) the department did not make fill material on the airport available at no charge to the lessee, permittee, or concessionaire;
  - (2) 10 percent, if no part of the premises is within 200 feet of the nearest reasonable point of connection to a public utility sewer system or to a public utility water system and that connection to a public utility sewer or water system is available within 200 feet of other premises on the airport;
  - (3) 10 percent, if no part of the premises is within 200 feet of the nearest reasonable point of connection to a public utility electric power distribution source and that connection to a public utility electric power distribution source is available within 200 feet of other premises on the airport;
  - (4) 10 percent, if no part of the premises is within 200 feet of an existing public access road;
  - (5) 10 percent, if the premises are aeronautical premises otherwise suitable for use by fixed wing aircraft, and no part of the premises is within 200 feet of a public-use runway, taxiway, or apron.

17 AAC 45.127. Rental and fee rates.

- (e) A rent reduction applied to a lease, permit, or concession under (d)(1) of this section does not apply to a successive lease, permit, or concession having substantially the same premises.
- (f) If within the previous three years the department has accepted an appraisal of a premises under 17 AAC 45.205(d) or 17 AAC 45.297, in place of the rental rate determined under (a) – (c) of this section, the department will charge fair market rent, as determined by the appraisal, for use of the appraised premises, unless improvements to the airport made after the appraisal have upgraded the airport to a higher type under (a) of this section. If the department enters into a successive lease or a new lease for substantially the same uses on a premises for which the fair market rental rate is established by appraisal under this subsection, the appraisal-based rate remains in effect for three years from the date that rental rate took effect, unless the department determines by a more recent appraisal that the appraisal is no longer the best estimate of fair market rent.
- (g) At department-owned seaplane floats and turnaround facilities, excluding assigned space designated by the department for float-equipped aircraft under 17 AAC 45.500 - 17 AAC 45.590, the department will charge fair market rent for the use of land, tideland, dock frontage, and float space.
- (h) In addition to the rent payable under this section for any land leased with the building, the department may establish the rent charged for use of, or use of space in, a department-owned building on an airport by
  - (1) performing a market survey of the rent charged by the owners of reasonably comparable property; as part of the market survey the department will collect orally or in writing, from at least three market participants at a particular airport or at one or more comparable airports or off-airport properties, information regarding current fees and rentals being paid for comparable space or privileges as of the effective date of the survey; if the market survey indicates a fair market rent
    - (A) of \$2,000 or less per month, the department will charge the rent determined by the market survey;
    - (B) in excess of \$2,000 per month, the department will establish the rent by appraisal; or
  - (2) prorating the department's actual or estimated costs of operating the building, plus a rate of return of not less than five percent or more than 15 percent as the department determines is reasonable for economic circumstances at the airport, to the rentable square footage in the building; for purposes of this paragraph, the department's costs include administration, maintenance, repair, security, insurance or risk management, utilities, and capital amortization.
- (i) In addition to the rental rate of any premises used, the department may charge a concession fee for the value of the department's authorization to conduct a non-aeronautical business

opportunity on airport premises. Except as limited by any existing contract right, the department will require any lease or permit authorizing the sale on a department-operated airport of food and non-alcoholic beverages, alcoholic beverages, goods, or

lodging to include an obligation to pay a concession fee calculated as a percentage of the gross sales of the authorized business in addition to land rent, building rent, or a business activity permit fee under this section. The concession fee on all sales of alcoholic beverages under the lease or permit is 12 percent of gross sales. The concession fees on gross combined sales of food and non-alcoholic beverages, goods, and lodging in excess of \$50,000 in a calendar year, or in excess of a proportional amount for any partial calendar year at the beginning or end of the concession, are the following percentages:

- (1) food and non-alcoholic beverages, six percent;
  - (2) goods, eight percent;
  - (3) lodging, five percent.
- (j) The department will charge the following annual rent for the agricultural use of airport land if the department allows the use after considering airport planning, operation, and management issues, including any potentially associated bird or wildlife hazard and other safety and security matters:
- (1) for land used only for crop cultivation purposes, \$55 per acre; and
  - (2) for land used only for livestock grazing or harvesting uncultivated vegetation, excluding timber, \$5 per acre.
- (k) Except where a different fee is specified in this chapter, such as for an airport boundary crossing permit fee under (l) of this section, a commercial passenger vehicle permit fee under 17 AAC 45.095(k), and a business activity permit fee under (p) of this section, the minimum charge for all rents and fees assessed under this section, including any concession fee, is
- (1) \$220 for a permit with a term of 120 days or less;
  - (2) \$550 for a lease, permit, or concession with a term of 121 days to one year; and
  - (3) \$550 per year for a lease, permit, or concession with a term of more than one year.
- (l) Subject to (m) and (n) of this section, the department will charge and a permittee must pay each year the greater of \$150 or the applicable land rental rate for the square footage area of any right-of-way used for access across airport land between the airport boundary and a public road or aircraft operation area on the airport, plus an annual fee, in United States dollars, for an airport boundary crossing permit issued under 17 AAC 45.285 based on the following schedule:

17 AAC 45.127. Rental and fee rates.

<u>Type of Airport</u>	<u>Personal Use Permit Fee</u>	<u>Commercial Use Permit Fee</u>
Airport where the longest runway is under 5,000 feet long between thresholds and is		
unpaved and unlighted	\$275	\$550
unpaved and lighted	\$360	\$715
paved and unlighted	360	715
paved and lighted	415	825
Airport where the longest runway is 5,000 feet or longer between thresholds and is		
unpaved and unlighted	\$415	\$825
unpaved and lighted	540	1,075
paved and unlighted	540	1,075
paved and lighted	625	1,240

- (m) A personal-use airport boundary crossing permit fee will be assessed under (l) of this section if the use of the boundary crossing is solely for a personal or a non-governmental not-for-profit purpose. A commercial use airport boundary crossing permit fee will be assessed if the use of the boundary crossing is for or in connection with a for-profit business activity or a government agency function.
- (n) The department may perform an appraisal to determine the fee to be charged for an airport boundary crossing permit. If the fee based on an appraisal is higher than the fee charged under (l) of this section, the department will charge the annual fee for an airport boundary crossing permit based on the appraisal.
- (o) A person who holds a lease, permit, or concession that authorizes operation of a commercial fueling service at an airport must pay to the department a fuel flowage fee in addition to the rent or other fee charged in the person's lease, permit, or concession. The fuel flowage fee is 2.2 cents per gallon of fuel sold, dispensed, or delivered by or on behalf of the person or otherwise under the person's authorization at the airport. The fuel flowage fee applies only once on a gallon of fuel at an airport. Unless the lease, permit, or concession provides otherwise, the following are exempt from the fuel flowage fee:
  - (1) fuel to be used exclusively for building heating;
  - (2) fuel delivered to an aircraft for carriage off the airport as manifested cargo in a container not connected to the aircraft's engine;

*17 AAC 45.130. Waiver of rents or fees.*

- (3) fuel carried to an airport aboard an aircraft if off-loaded to or in a storage or transport container for use only off the airport.
- (p) A person required to hold a business activity permit under 17 AAC 45.105 on an airport shall pay a non-refundable annual permit fee of \$550.
- (q) An appraisal for purposes of this section must be performed by a person who is certified under AS 08.87 as a general real estate appraiser. The department may establish written instructions for the appraiser that are reasonable and consistent with generally accepted real estate appraisal practices.
- (r) Unless otherwise provided in this chapter, all fees, including an application fee for a lease, permit, or concession under this chapter, are non-refundable.
- (s) The department may charge an applicant, bidder, or proposer under this chapter a reasonable amount calculated to cover the cost of reproduction, printing, mailing, and distribution of relevant contract and solicitation documents.
- (t) The rental rate for any portion of an area specifically designated under 17 AAC 45.020(c), 17 AAC 45.135, 17 AAC 45.140, or 17 AAC 45.145 for aeronautical or non-aeronautical land use may not be lower than the rate applicable to the class of use for which the land is designated. The provisions of this subsection apply regardless of authorized or actual use under the lease, unless, when aeronautical use land is not available, the department approves aeronautical use for land designated for non-aeronautical use. In these circumstances, the department may charge the rental rate for aeronautical use even if lower than the rental rate for the designated use.
- (u) For purposes of this section, “public utility” means an entity that provides sewer, water, or electrical services that are available to all persons located within the area in which those services are provided.

History: Eff. 3/28/2002, Register 161; am 11/23/2003, Register 168; am 3/22/2008, Register 185; am 6/16/2008 – 10/13/2008, Register 187; am 4/23/2009, Register 190; 4/4/2013, Register 206; am 3/20/2016, Register 217

Authority: AS 02.15.020 AS 02.15.070 AS 44.42.020 AS 02.15.060 AS 02.15.090

**17 AAC 45.130. Waiver of rents or fees.**

Except when awarding a lease, permit, or concession under 17 AAC 45.300 - 17 AAC 45.399, if the commissioner determines that it is in the best interest of the state to do so, the commissioner will waive or reduce the charge, rent, or fee for

- (1) an easement, permit, or right-of-way for a public road or a public access way that serves an airport;

- (2) a lease, license, easement, right-of-way, or permit granted to a government agency for an activity directly related to and in support of the operation of an airport;
- (3) a lease or permit for land or building space granted to the Alaska Wing, Civil Air Patrol, except for an activity that is typically offered to the public, other than Civil Air Patrol members, for a fee;
- (4) a land lease or permit to a local government for a local government-owned passenger terminal or passenger shelter building on an airport that provides the primary transportation access for a community with a population of at least 25 but less than 1,500, subject to the following conditions:
  - (A) the land and building may be used for only airport terminal purposes and not for any other private or community purpose;
  - (B) the land and building must be available for public use free-of-charge, except as provided in (D) of this paragraph, and on a non-discriminatory basis;
  - (C) the land and building may not be used for revenue-generating purposes, except as provided in (D) of this paragraph; and
  - (D) if and to the extent authorized in the lease and approved by the department, the local government may charge fees no greater than required to recover building operation and maintenance costs;
- (5) a lease or permit for use of land by a local government for community purposes if
  - (A) contribution of the airport property enhances public acceptance of the airport in a community in the immediate area of the airport;
  - (B) community use of the land does not adversely affect the capacity, security, safety, or operations of the airport;
  - (C) the land would not reasonably be expected to produce fair market revenue to the airport at the time that the community use is contemplated and is not reasonably expected to be needed for an aeronautical use or airport operations in the foreseeable future; and
  - (D) community use would not preclude future use of the property for airport purposes if the commissioner concludes such future use would provide greater benefits to the airport than continuation of the community use;
- (6) a public service sign, public weather shelter, or public restroom facility owned and maintained by the lessee or permittee for the benefit of airport users, subject to the following conditions:

*17 AAC 45.140. Airport noise compatibility program.*

- (A) the land and any building may not be used for any use other than a public service sign, public weather shelter, or public restroom facility;
  - (B) the land and any building must be available for public use free-of-charge and on a non-discriminatory basis;
  - (C) the land and any building may not be used to generate revenue.
- (7) an aviation museum.

History: Eff. 3/28/2002, Register 161; am 3/22/2008, Register 185; am 3/20/2016, Register 217

Authority: AS 02.15.020 AS 02.15.060 AS 02.15.090

**17 AAC 45.135. Airport planning and programs for FAA compliance.**

If the department determines that it is the best interest of the state to do so, the department will prepare and, as appropriate, revise in conformity with applicable guidance published by the FAA, any manual, plan, or program required by the FAA for eligibility of the airport for federal funds or for participation in a federal aviation program. A manual, plan, or program prepared under this section is an information resource that the department and the airport manager may consult in making decisions under this chapter, but is not mandatory guidance or a regulation of the department.

History: Eff. 3/28/2002, Register 161

Authority: AS 02.15.020 AS 02.15.060 AS 02.15.090

Editor's note: A copy of any document prepared under this section for an airport is available through the commissioner's office at Commissioner of Transportation and Public Facilities, Department of Transportation and Public Facilities, 3132 Channel Drive, Juneau, Alaska 99801-7898.

**17 AAC 45.140. Airport noise compatibility program.**

- (a) If the department determines that it is in the best interest of the state and of members of the public living or working in areas near the airport that are or may be affected by noise from aircraft using the airport, the department will develop a program to improve compatibility between the operation of those aircraft and the surrounding community.
- (b) The department will follow the procedures of AS 44.62.180 - 44.62.290 in developing a noise compatibility program under this section. A noise compatibility program developed by the department must be approved by the FAA under 14 C.F.R. 150.23, as amended as of January 1, 2007, before it is forwarded to the commissioner.

History: Eff. 3/28/2002, Register 161; am 3/22/2008, Register 185

Authority: AS 02.15.020 AS 02.15.060 AS 02.15.090

*17 AAC 45.600. Transient aircraft fee parking.*

**ARTICLE 6**  
**Transient and Open Aircraft Parking**

Section

600. Transient aircraft fee parking.

610. Open aircraft parking.

**17 AAC 45.600. Transient aircraft fee parking.**

- (a) The commissioner will designate a portion of an airport for transient aircraft fee parking on a temporary, seasonal, or year-round basis if the commissioner determines in writing that it is in the best interest of the state to do so considering the applicable factors set out in 17 AAC 45.900 and
- (1) the volume of transient aircraft traffic at the airport and the amount of space available for the parking of transient aircraft;
  - (2) the potential impact of transient aircraft parking fees on airport users;
  - (3) the estimated cost of implementing the requirements of this section at the airport as compared to the potential revenue the department would receive; and
  - (4) the parking services for transient aircraft that are, or could be, provided by lessees at the airport and the potential impact implementation of transient aircraft fee parking by the department would have on those lessees.
- (b) The department will inform the public that the commissioner has designated a portion of an airport for transient aircraft fee parking by
- (1) giving notice of the designation in accordance with 17 AAC 45.400, including the name of the airport, the temporary, seasonal, or year-round term of the designation, and the effective date of the designation; this date will be at least 30 days after the date the notice is first published or posted; and
  - (2) posting in or near the transient aircraft fee parking area a sign that identifies the area as transient aircraft fee parking area, states the temporary, seasonal, or year-round term of the designation and any limitations on the amount of time an aircraft may be parked in the transient aircraft fee parking area, and includes instructions for using transient aircraft fee parking area and the payment of fees.
- (c) The procedure set out in (b) of this section does not apply to the department's temporary use of a space designated as assigned space under 17 AAC 45.500 - 17 AAC 45.590 for transient aircraft fee parking under 17 AAC 45.530(c).
- (d) The following restrictions and conditions apply to the use of a transient aircraft fee parking area:

*17 AAC 45.600. Transient aircraft fee parking.*

- (1) the department will limit the type, weight, use, or dimensions of an aircraft allowed to use a transient aircraft fee parking area if the department determines that the limitation is justified by the design, safety, maintenance, or operation of the transient aircraft fee parking area or the airport;
- (2) a pilot who parks an aircraft in a transient aircraft fee parking area shall comply with all requirements established under 17 AAC 45.030 and posted by the department on a sign in or near the transient aircraft fee parking area, including, as posted, a requirement to provide the mailing address, telephone number and local contact information, if any, for the pilot and for the aircraft owner if different, and to pay the fee established in (f) of this section by
  - (A) reporting to the airport manager or to the department's designated agent at the airport immediately after landing to obtain parking approval and to pay the fee;
  - (B) filling out and signing a transient aircraft fee parking permit envelope furnished by the department and, after enclosing the fee, depositing the envelope in a drop-box furnished by the department;
  - (C) reporting transient aircraft fee parking use and paying the fee by mail according to instructions posted at the parking area or otherwise provided by the department;  
or
  - (D) complying with any combination of the requirements of (A) through (C) of this paragraph, as determined by the department;
- (3) if the airport manager determines that an aircraft in a transient aircraft fee parking area is not airworthy and that the area is needed for use by other aircraft, the department will or the airport manager shall mail or deliver to the pilot or post on the aircraft a written notice that the department may impound the aircraft under 17 AAC 45.115 if the aircraft is not removed from the transient aircraft fee parking area or restored to an airworthy condition within a period ending not less than 14 days after the date of the notice;
- (4) a person may use a transient aircraft fee parking area only to park, load, and unload aircraft, unless the airport manager authorizes the person also to fuel, maintain, or repair an aircraft or temporarily to park a vehicle or equipment on the area in connection with use or servicing of the aircraft listed on the permit;
- (5) the manager may limit the amount of time an aircraft may be parked in a transient aircraft fee parking area; the manager shall post any time limit established under this paragraph on a sign in or near the transient aircraft fee parking area;
- (6) an aircraft, vehicle, or other personal property parked, placed, or left in violation of this section is subject to impoundment by the department under 17 AAC 45.115.

*17 AAC 45.610. Open aircraft parking.*

- (e) A transient aircraft fee parking area may not be used as a base of operations for a commercial aviation business or for an activity for which a business activity permit under 17 AAC 45.105 is required at that airport.
- (f) Subject to (g) of this section, the transient aircraft parking fee is as follows:
  - (1) there is no charge for parking in a transient aircraft fee parking area for 24 hours or less;
  - (2) for each period of up to 24 hours after the first 24 hours, the transient aircraft parking fee for parking a light aircraft is \$4.00;
  - (3) for each period of up to 24 hours after the first 24 hours, the transient aircraft parking fee for parking a heavy aircraft is the greater of \$7.50 or \$0.75 per 1,000 pounds, rounded to the nearest 1,000 pounds, CMGTW of the aircraft.
- (g) Upon a written finding by the commissioner that the designation of an area for transient aircraft fee parking at an airport is no longer in the best interest of the state or that the temporary or seasonal term of the designation should be modified, the commissioner will either terminate or modify a transient aircraft fee parking designation at the airport, as applicable. When the commissioner terminates or modifies a transient aircraft fee parking designation at an airport, the department will
  - (1) mail or deliver written notice of the commissioner's decision to each pilot and owner address reported under (d)(2) of this section for aircraft that then occupy the transient aircraft fee parking area on the airport; and
  - (2) remove, cover, or modify, as appropriate, any sign identifying the area as a transient aircraft fee parking area.
- (h) When the department determines it would be in the best interest of the state to do so, the department will use an agent or contractor to manage the transient aircraft fee parking area at an airport. The department will authorize that person to issue transient aircraft fee parking permits, to collect rents and fees, and to maintain the transient aircraft fee parking area, as appropriate.
- (i) This section does not apply to aircraft parking on a premises at an airport.

History: Eff. 3/28/2002, Register 161; am 11/23/2003, Register 168

Authority: AS 02.15.020 AS 02.15.060 AS 02.15.090

**17 AAC 45.610. Open aircraft parking.**

- (a) This section applies to use of an area that the department has designated for aircraft parking on an airport at which the department has not designated an area for assigned-space aircraft

*17 AAC 45.610. Open aircraft parking.*

parking under 17 AAC 45.500 - 17 AAC 45.590 or transient aircraft fee parking under 17 AAC 45.600.

- (b) The department will limit the type, weight, use, or dimensions of aircraft that may be parked in an open parking area if the department determines the limitation is appropriate for the design, safety, maintenance, or operation of the open parking area or the airport.
- (c) Space in an open parking area is available for aircraft parking when the space is not occupied by another aircraft.
- (d) An open parking area may not be used for parking an aircraft that is not airworthy unless the pilot, owner, or other person responsible for the aircraft is making reasonable efforts to restore the aircraft to an airworthy condition or to remove it.
- (e) If the airport manager determines that an aircraft that is not airworthy is parked in an open parking area in violation of (d) of this section or that there is insufficient open parking area at the airport for parking of other aircraft and that an alternative private or public area is available at the airport for an aircraft under repair, the department will or the airport manager shall mail or hand deliver to the pilot, owner, or other person responsible for the aircraft, or post on the aircraft, a written notice of the violation or order to move the aircraft. The notice or order shall state that, if the aircraft is not removed from the open parking area or restored to an airworthy condition in a period ending not less than 14 days after the date of the notice, the department may impound the aircraft under 17 AAC 45.115.
- (f) A person may use an open parking area only to park, fuel, maintain, load, and unload aircraft, unless the airport manager authorizes the person also to fuel, maintain, or repair an aircraft or temporarily to park a vehicle or equipment on the area in connection with use or servicing of an aircraft. An open parking area may not be used to store fuel, equipment, or cargo or to park an unattended vehicle.
- (g) An aircraft, vehicle, or other personal property parked, placed, or left in an open parking area in violation of this section is subject to impoundment by the department under 17 AAC 45.115.
- (h) The airport manager may restrict pedestrian and vehicular access to an open parking area if the department determines that the restriction is necessary for the safety or security of the airport.

History: Eff. 3/28/2002, Register 161

Authority: AS 02.15.020 AS 02.15.060 AS 02.15.090

*17 AAC 45.510. Assigned-space use and fees.*

(B) float-equipped aircraft.

- (i) An aircraft, vehicle, or other personal property parked or placed in violation of 17 AAC 45.500 - 17 AAC 45.590 is subject to impoundment by the department under 17 AAC 45.115.
- (j) The department is not obligated to provide an aircraft tiedown anchoring device in an assigned space. The use of any anchoring device provided on the premises is at the sole risk of the user. If the department does not provide tiedown anchoring devices in an assigned space, or if the permittee chooses not to use a provided anchoring device, the permittee may install and use at the permittee's own risk, only a screw-in or duck bill anchoring device or another device that the department specifically approves in writing for that purpose. Any anchoring device installed in an assigned space must, unless otherwise authorized or directed by the department, be left installed and becomes the property of the department upon cancellation of the permit or upon expiration of the permit not followed by a new permit for the same space to the same permittee.
- (k) For payment of rent and any electrical access fee under (p) of this section for an assigned space, the department will establish a six-month billing cycle for a long-term permit, and a three-month billing cycle for a short-term permit. Except as provided in (b)(4) or this section, the applicable rent and electrical access fee is due on or before the first day of the billing cycle.
- (l) If a long-term assigned-space permit or a short-term assigned-space permit is cancelled, the department will deduct any obligation of the permittee to the department under the permit or any other lease, permit, or concession under this chapter from the amount of the advance rent and any electric access fee paid, and will refund any remaining space rent and any electrical access fee that has been paid for any month after the month in which the permit is cancelled. However, an initial payment under (b)(4) of this section is not refundable.
- (m) The monthly rent for an assigned space designated by the department for use by wheel- or by ski-equipped light aircraft is:

<u>Space Type</u>	<u>Space Surfaces</u>	<u>Monthly Rent In Dollars</u>
Tail-in	Unpaved	\$30
Tail-in	Paved	\$35
Taxi-through	Unpaved	\$40
Taxi-through	Paved	\$45

- (n) The monthly rent for an assigned space designated by the department for use by float-equipped light aircraft is \$30.
- (o) The monthly rent for an assigned space for a heavy aircraft is \$30 for the first 6,000 pounds CMGTW, plus \$10 per 1,000 pounds of the aircraft's CMGTW over 6,000 pounds, rounded to the nearest 1,000 pounds.

*17 AAC 45.520. Assigned-space permit application.*

- (p) In addition to the rent for an assigned space required under (m) - (o) of this section, the permittee shall pay to the department an electrical access fee of \$10 per month for an assigned space with access to electrical power, whether or not the permittee actually uses the electrical access. This fee applies to and covers only the access to electrical power. A permittee who has electrical power access to the permittee's assigned space must separately meter the power and pay all associated costs.

History: Eff. 3/28/2002, Register 161; am 11/23/2003, Register 168; am 3/22/2008, Register 185

Authority: AS 02.15.020 AS 02.15.060 AS 02.15.090

**17 AAC 45.520. Assigned-space permit application.**

- (a) To obtain a permit for an assigned space, a person must submit an application to the department. A person may not submit an application for an assigned space for an aircraft that is already listed on an assigned-space permit or on an application for a different permit unless the application identifies the other permit or application and states the applicant's intent to relinquish the other permit or withdraw the other application upon issuance of the new permit. The application must be on a form provided by the department and include
- (1) the applicant's name, mailing address, and if available, telephone and facsimile numbers and electronic-mail address;
  - (2) a copy of the current aircraft registration and a statement of the dimensions of each aircraft that the applicant intends to park in the assigned space;
  - (3) a statement of the interest that the applicant owns or leases in each aircraft identified under (2) of this subsection, together with the name of and interest held by all other persons who own or lease an interest in that aircraft;
  - (4) a copy of the lease if the applicant leases the aircraft;
  - (5) a statement that each aircraft identified in (2) of this subsection is airworthy;
  - (6) a list of each alternate assigned space for which the applicant requests consideration, in order of the applicant's preference;
  - (7) a statement as to whether the space is to be used in whole or in part in a commercial aviation business or strictly for noncommercial purposes;
  - (8) if the space will be used in whole or in part in a commercial aviation business, a description of the applicant's business and a copy of the applicant's Alaska business license;
  - (9) a non-refundable \$25 application fee; and

# APPENDIX B

## Airport Lease Indemnification and Insurance Requirements

Warren 'Bud' Woods Palmer Municipal Airport

Kenai Municipal Airport

Merrill Field

Soldotna Airport

Wasilla Airport

State of Alaska Airports

**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

**ARTICLE X  
INDEMNIFICATION & INSURANCE**

A. INDEMNIFICATION

1. The Lessee will indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all liabilities, losses, suits, administrative actions, claims, awards, judgments, fines, demands, damages, injunctive relief or penalties of any nature or kind to the full extent of the loss or obligation for property damage, personal injury, death, violation of any regulation or grant agreement, or any other injury or harm resulting from or arising out of any acts or commission of or omission by the Lessee, his agents, employees, customers, invitees or arising out of the Lessee's occupation or use of the premises demised or privileges granted, and to pay all costs connected therewith. This indemnification of the City by the Lessee shall include sums paid in settlement of claims, attorney fees, consultant fees, expert fees, or other costs and expenses, directly or indirectly arising from, connected to or on account of this Lease as it relates to the Lessee, the Lessee's activities at or relating to the Airport, or any act or omission by the Lessee, or by any of its officers, employees, agents, contractors or sub-lessees. These indemnity obligations are in addition to, and not limited by, the Lessee's obligation to provide insurance, and shall survive the expiration or earlier termination of this Lease.

2. The Lessee shall give the City prompt notice of any suit, claim, action or other matter affecting the City to which Paragraph 1, above, may apply, together with a copy of any letter by an attorney on behalf of a complainant, any complaint filed in court, and any notice or complaint by any regulatory agency. The City shall have the right, at its option, to participate cooperatively in the defense of, and settlement negotiations regarding, any such matter, without relieving the Lessee of any of its obligations under this provision.

3. As to any amount paid to others for personal injury or property damage with respect to which an act or omission of the City is a legal cause, notwithstanding Paragraph 1 of this section, the Lessee and the City shall reimburse each other according to the principles of comparative fault. If liability to a third party is subject to apportionment according to comparative fault under this provision, the Lessee and the City shall seek in good faith to achieve non-judicial agreement as apportionment of fault as between themselves. This apportionment of liability between the City and the Lessee shall not be construed to affect the rights of any person who is not a party to this Lease.

B. INSURANCE: At no expense to the City, the Lessee will obtain and keep in force during the term of this Lease, insurance of the type and limits required by this provision. Where specific limits are set, they will be the minimum acceptable limits. If the Lessee's policy contains higher limits, the City will be entitled to coverage to the extent of the higher limits. At the time insurance is obtained by the Lessee, all insurance shall be by a company/corporation rated "A-" or better by A.M. Best. The following policies of insurance are required with the

following minimum amounts:

1. Commercial General Liability, including Premises, all operations, property damage, products and completed operations, and personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. If this lease authorizes the Lessee to engage in the sale or the commercial dispensing or storage of aviation fuel, the policy must not exclude of the Lessee's fuel handling activities. This policy must name the City as an additional insured.
2. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles used by the Lessee.
3. Workers Compensation Insurance. The Lessee will provide and maintain, for all employees, coverage as required under AS 23.30.045, and, where applicable, any other statutory obligations. The policy must waive subrogation against the City.
4. The Lessee will provide the City with proof of insurance coverage in the form of an insurance policy or a certificate of insurance, together with proof that the premiums have been paid, showing the types and monetary limits of coverage secured. All insurance required by this provision must provide that the City be notified at least 30 days prior to any termination, cancellation, or material change in the insurance coverage.
5. If the Lessee's insurance coverage lapses or is cancelled, Lessee will immediately, upon written notice by the City, halt all operations on the Airport, including the Premises. The Lessee will not resume operations until the City receives evidence that the Lessee has obtained current insurance coverage meeting the requirements of this Lease.
6. The City may, at intervals of not less than five years from the beginning date of the term of this Lease and upon written notice to Lessee, revise the insurance requirements required under this Lease. City's determination to revise the insurance requirements will be based on the risks relative to the Lessee's operations, any insurance guidelines adopted by the City, and any change in applicable law.
7. If the Lessee subleases all or any portion of the Premises under the provisions of this Lease, the Lessee will require the sub-lessee to provide to the insurance coverage required of the Lessee under this Article X.

**SECTION VI  
APPLICATION INFORMATION**

Persons interested in operating a FBO or providing a mobile aeronautical service on the airport should contact the Airport Manager at:

Kenai Municipal Airport Terminal  
305 N. Willow, Suite 200  
Kenai, Alaska 99611  
Airport Administration Telephone: 907 283-7951

**APPENDIX  
INSURANCE REQUIREMENTS**

The following is the City's indemnification and insurance requirements:

**Indemnification and insurance.**

- (a) All land leases shall include a provision requiring the lessee to indemnify the City from claims related to the lease and the lessee.
- (b) Except as provided in (c) of this section, all land leases shall require the lessee to provide insurance coverage of the following types and minimum coverage limits. If a lessee's policy contains higher limits, the City will be entitled to coverage to the extent of the higher limits.

(1) **Commercial General Liability**, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. If the lease authorizes the lessee to engage in the sale or the commercial dispensing or storage of aviation fuel, the policy must include an endorsement under which the insurer extends coverage to the lessee's fuel handling activities. The policy must name the City as an additional insured.

(2) **Commercial Automobile Coverage** with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles the lessee uses on the Airport.

(3) **Workers Compensation Insurance**, for all the lessee's employees, coverage as required under AS 23.30.045, and, where applicable, any other statutory obligations. The policy must waive subrogation against the City.

(4) **Products and Completed Operations Liability Insurance**. If the lease authorizes the lessee to engage in the sale or the commercial dispensing or

storage of aviation fuel, the lessee shall provide Products and Completed Operations Liability Insurance in at least the following coverage limits:

- A. \$100,000 bodily injury combined single limit per occurrence;
- B. \$300,000 bodily injury aggregate; and
- C. \$100,000 property damage combined single limit per occurrence.

(c) The City Manager may, with the counsel of the City Attorney, waive or reduce the insurance requirements under (b) of this section for a lease granted for strictly non-commercial, individual use purposes.

(d) The lessee will provide the City with proof of insurance coverage in the form of an insurance policy or a certificate of insurance, together with proof that the premiums have been paid, showing the types and monetary limits of coverage secured. All insurance required by this section must provide that the City be notified at least 30 days prior to any termination, cancellation, or material change in the insurance coverage.

(e) A lease shall include a provision allowing the City, at intervals of not less than five (5) years from the beginning date of the term of the lease and upon written notice to lessee, revise the insurance requirements required under the Lease. The determination to revise the insurance requirements will be made by the City Manager with the counsel of the City Attorney and shall be based on the risks relative to the lessee's operations, any insurance guidelines adopted by the City, and any change in applicable law.

(f) If a Lessee subleases all or a portion of the premises under the provisions of this lease, the lessee will require the sublessor to provide the above insurance coverage required under these standards.

(g) All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.

**ARTICLE IV**

**TAXES, INDEMNIFICATION, AND INSURANCE**

**Section 4.1. Taxes, Assessments, and Utilities**

Lessee, in addition to the rents provided for herein, shall pay when due (and before delinquency) all taxes, assessments and charges upon the Premises, and upon all Lessee owned and/or constructed buildings, improvements and property thereon, assessed or charged at any time during the Lease term. Lessee shall furnish to Lessor for inspection, within thirty (30) days after the date any amount payable by Lessee as required by this section, official receipts from the appropriate taxing authorities or other proof satisfactory to Lessor evidencing payment. Lessee shall have the right at all times to protest any assessment of taxes or other assessments or charges, but Lessor may require Lessee to deposit with Lessor any sums in dispute to insure payment in the event any contest is unsuccessful. 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.

**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 arising from any injury to any person or persons, including Lessee, its agents, employees or invitees, or property of any kind whatsoever and to whomsoever belonging, including Lessee, resulting from any cause or causes 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, by the agents, independent contractors, employees, servants or invitees of Lessee unless caused by or resulting from the negligence of Lessor or Lessor's agents, servants 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 insurance, inclusive of airport premises liability insurance, with a single occurrence liability limit of \$1,000,000 insuring against liability of Lessee, its officers, contractors, licensees, agents, employees, guests, invitees and authorized representatives, arising out of and/or in connection with Lessee's use or occupancy of the Premises;
  2. Workers Compensation insurance with coverage for all employees engaged in work under this Lease in conformity with AS 23.30.
- B. The insurance required under this Section shall:
1. Name the Lessor as an "additional insured";
  2. Each policy of insurance required by this section shall provide for advance notice to the Merrill Field Airport prior to cancellation in accordance with the policy. If the insurer does not notify Merrill Field Airport upon policy cancellation, it shall be the Lessee's responsibility to notify Merrill Field Airport of such cancellation.
  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 where the insurer waives all rights of subrogation against Lessor for payments made under the policy; and
  5. Contain a damage deductible for each and every loss that does not exceed \$5,000.00.
- C. Lessee shall provide Lessor with proof of insurance coverage in the form of a certificate of insurance and, if requested by Lessor, Lessee shall provide Lessor with a copy of the policy(ies). Failure to maintain insurance in effect shall constitute grounds for immediate termination of

this Lease. Lessor may, at its option, purchase insurance and charge the expense thereof to Lessee; Lessee shall assume and pay any such expense.

- D. Lessor may adjust minimum insurance requirements by giving Lessee written notice of adjustment ninety (90) days prior to expiration of each five (5) year term of this Lease. Lessor may also adjust 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 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's consent to an assignment shall not be unreasonably withheld provided the assignment shall agree to the attached form of Consent to Assignment of Lease attached hereto as **Exhibit B**. Lessee shall furnish Lessor with copies of all assignment documentation assigning the Premises for Lessor's approval prior to any assignment of the Premises, and shall further furnish copies to Lessor of all such executed assignment transactions.
- B. Any assignment, encumbrance or sublease without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default of this Lease.
- C. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this section.

G. REMEDIATION

1. In the event of a Hazardous Substance spill on the Premises, Lessee will immediately notify the City and the Alaska Department of Environmental Conservation and act promptly, at its sole expense, to contain the spill, repair any damage, absorb and clean up the spill area, and restore the Premises to a condition satisfactory to the City and otherwise comply with the applicable portions of any environmental law.
2. In addition to any notices required by this Lease, Lessee will immediately notify and copy the City in writing of any of the following:
  - a. any permit, enforcement, clean up, lien, removal or other governmental or regulatory action instituted, completed, or threatened pursuant to an environmental law.
  - b. any claim made or threatened by any person against Lessee or arising from the Lessee's operations authorized by this Lease, relating to damage, contribution, compensation, loss or injury resulting, from, or claimed to result from any Hazardous Substances in, on, or under the Airport; or
  - c. any report made by, or on behalf of, Lessee to any environmental agency arising out of or in connection with any Hazardous Substances in, on or removed from the Premises, including any complaints, notices, warnings, or asserted violations.
3. Remediation and restoration of the contaminated area must meet all applicable state and federal regulations and must meet the requirements of all governing regulatory authorities.

H. ENVIRONMENTAL AUDIT: Lessee will provide the City with all investigative data, test results, reports, and any other information gathered or analyzed as part of or in relation to any Environmental Assessment, characterization or audit on the Premises or the Airport that Lessee performs or causes to be performed after the starting date of this Lease. Lessee will submit the data, result, report or information to the City within 60 days following the date on which it becomes available to Lessee.

13. **INSURANCE**

- A. For non-commercial uses, the Lessee is not required to provide insurance coverage on the Premises as a condition of this Lease.
- B. For Commercial uses the following insurance is required:

1. Liability Insurance. During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Lessor, Lessee shall keep in full force and effect a policy or policies of general liability insurance which includes bodily injury, property damage, and personal injury acceptable to Lessor with respect to the Leased Premises and the business operated by Lessee in which the limits for each shall be not less than ONE MILLION DOLLARS per occurrence or such higher limits as Lessor may specify from time to time consistent with prudent business practice then prevailing in the State of Alaska; provided, however, that no such limit shall in any way limit Lessee's liability or be construed as a representation of sufficiency to fully protect Lessee or Lessor. The policy or policies purchased pursuant to this paragraph shall name both Lessor and Lessee as insureds, with respect to the Leased Premises and the business operated by Lessee on the Leased Premises.

2. Property Insurance. During the Lease Term and any holdover thereafter, whether or not authorized by Lessor, Lessee shall keep all improvements now or hereafter erected or placed on the Leased Premises insured against loss or damage on an all risk basis in an amount equal to the full replacement cost of all such improvements and shall pay all premiums thereon at the time and place the same are payable. Every policy shall be made payable in case of loss or damage to the Lessee and Lessor jointly and shall be distributed according to their interests in the improvements unless otherwise specified by this paragraph.

3. Policy Provisions. Each policy of comprehensive general liability or property insurance described in paragraphs B 1. and B 2. above shall:

a. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for Lessor, Lessee, or any person claiming by, through, or under any of them;

b. Provide that such policy requires thirty (30) days notice to Lessor of any proposed cancellation, expiration, or change in material terms thereof and that such policy may not be cancelled, whether or not requested by Lessee, unless the insurer first gives not less than thirty (30) days prior written notice thereof to Lessor; and

c. Contain a waiver by the insurer of any right of subrogation to proceed against Lessor or against any person claiming by, through, or under Lessor.

4. Any minimum aircraft liability insurance required by Alaska or Federal law must be maintained by the Lessee in the amounts appropriate to the type of use of the Premises by the Lessee. The Lessee must maintain all required minimum insurance under AS 02.40.010, 14 CFR 205 and any other applicable statutes.

5. The Lessee will provide the City with proof of insurance coverage in the form of an insurance policy or a certificate of insurance, together with proof that the premiums have been paid, showing the types and monetary limits of coverage secured. All insurance required by this provision must provide that the City be notified at least thirty (30) days prior to any termination, cancellation, or material change in the insurance coverage. The City reserves the right to require complete, certified copies of all required policies at any time.

14. **ASSIGNMENT OR SUBLEASE**

Lessee may not assign or sublet the Premises, without the prior written approval of the City, which approval shall not be unreasonably withheld. Reasonable grounds for withholding of approval shall include, but not be limited to, lack of creditworthiness of the proposed assignee or sublessee. However, no assignment or subletting of the Premises shall be approved until the assignee agrees to be subject to and governed by the provisions of this Lease in the same manner as the original Lessee. An assignment of this Lease or any part thereof for loan security purposes shall not be construed as a subordination of the City's rights hereunder, nor a subordination of its fee. No subletting of the Premises or any portion thereof by Lessee shall annul Lessee's obligation to pay the rent required for the full term of this Lease.

15. **EMINENT DOMAIN**

In the event that a substantial part of the Premises is taken or damaged by eminent domain, such that the remainder is economically not viable to lease, then this Lease may be terminated by either party on 30 days' written notice. If the taking does not render the Premises economically not viable to lease, then the rent shall be abated in the same proportion as the taken portion of the Premises bears to the whole. Lessee shall have no claim to any portion of the compensation for the taking or damaging of the Premises; provided, however, that this shall not preclude Lessee from receiving compensation for the taking or damaging of any buildings, structures, fixtures and permanent improvements placed or attached on or about the Premises by Lessee from the condemning authority.

16. **AIRPORT CLOSURE**

- A. If the City closes the airport to aircraft operations for sixty (60) consecutive days or less, this Lease will remain in full force and effect without adjustment.
- B. If the City closes the Airport to aircraft operations for more than sixty (60) consecutive days, but not permanently, and this Lease is for aviation or direct aviation support uses, the Lessee may, upon written notice to the City, either terminate the Lease or retain the Lease and receive a fifty (50%) percent rent reduction or credit for that portion of the closure that exceeds sixty (60) days.

From: Archie Giddings [agiddings@wasillaairport.com](mailto:agiddings@wasillaairport.com)  
Subject: RE: Airport  
Date: August 21, 2017 at 1:21 PM  
To: Tom Healy [t.healy@ga.net](mailto:t.healy@ga.net)

No other fees:

ARTICLE III

TAXES, INDEMNIFICATION AND INSURANCE

Section 3.1 Taxes, Assessments and Utilities

Tenant shall pay when due all taxes, assessments and charges upon the Property and upon buildings, improvements and property thereon that are assessed or charged at any time during the term. Upon request, the Tenant shall furnish official receipts from the appropriate taxing authorities or other proof satisfactory to the Lessor evidencing payment to the Lessor for Lessor's inspection. Tenant shall pay and be responsible for all charges for gas, electricity, water, light, heat, power, garbage, solid waste, and other utility services used on or supplied to the Property.

Section 3.2 Indemnification

The Tenant shall defend, save and hold the Lessor harmless from any and all claims, demands, suits or liability, including all attorneys' fees, arising from any and all loss, damage to property or death or injury to persons occurring in connection with the occupancy of the property or operations under this lease. This indemnification agreement includes claims alleging acts or omissions by the Lessor or its agents, which are claimed to have contributed to the loss or damage. However, Tenant shall not be responsible for any damage or claim arising from the negligence or willful misconduct of the Lessor or its agents.

Section 3.3 Insurance

The Tenant shall obtain and maintain throughout the period of performance of this lease insurance in the following minimum requirements:

- A. Workers Compensation Insurance, covering all employees of the Tenant, in statutory limits, to include any of the obligations assumed by the Tenant under this Lease.
- B. Commercial Automobile Liability Insurance, whether Owned, Hired, or Non-Owned; liability limits of not less than \$500,000.00 Combined Single Limit or Liability per Accident/Unlimited Annual Aggregate including Uninsured/Underinsured Motorist, with minimum limits as follows:

\$500,000.00	Bodily Injury Limit Per Person
\$500,000.00	Bodily Injury Limit Per Accident
\$500,000.00	Property Damage Per Accident

- C. Premises Liability in the Amount of:

\$1,000,000.00

Combined Single Limit of Liability per  
Occurrence

The Policy shall be endorsed to include the City of Wasilla as an additional insured, with a minimum of thirty (30) days notice of cancellation to the City of Wasilla. Prior to the execution of this Lease, certificates of insurance and/or letter verification of the effectiveness of such insurance, shall be furnished so as to demonstrate compliance with the foregoing insurance requirements. Continuing evidence of compliance with the insurance requirements in the form of certificates and/or letters of verification may be requested by the Lessor at any time.

*17 AAC 45.425. Insurance for leases, permits, and concessions.*

objection is resolved or for the period of time described in the lease, whichever is longer; and

(11) require the lessee to furnish other financial or statistical reports as the lessor may reasonably require regarding any business of the lessee for which the lease requires certified activity reports.

(c) In this section, unless the context otherwise requires,

(1) "lease" includes "permit" and "concession";

(2) "lessee" includes "permittee" and "concessionaire" and each sublessee of the lessee, permittee, or concessionaire with respect to that sublessee's operations;

(3) "lessor" means the department as the grantor in permits and concessions, as well as leases.

History: Eff. 3/28/2002, Register 161

Authority: AS 02.15.020 AS 02.15.060 AS 02.15.090 AS 02.15.220

Editor's note: As of Register 165 (April 2003), the regulations attorney made a technical revision under AS 44.62.125 (b)(6), to 17 AAC 45.420(b)(7)(B).

**17 AAC 45.425. Insurance for leases, permits, and concessions.**

(a) Except as provided under (b) of this section, the department will not require a lessee, permittee, or concessionaire to provide insurance coverage as a condition of that person's lease, permit, or concession.

(b) The department will require a lessee, permittee, or concessionaire to provide insurance coverage as a condition of that person's lease, permit, or concession only upon a written determination by the commissioner, or the commissioner's designee, after consultation with the Department of Administration, division of risk management, that

(1) the activity, construction, or operation of the lessee, permittee, or concessionaire under the lease, permit, or concession will expose the state to a liability risk greater than the risk typically posed by the activity, construction, or operation of lessees, permittees, or concessionaires that are not required to obtain insurance under this section; and

(2) it is in the best interest of the state to require the lessee, permittee, or concessionaire to provide insurance coverage.

(c) If the department requires a lessee, permittee, or concessionaire to provide insurance coverage under (b) of this section, the department will include provisions in the lease, permit, or concession that require the lessee, permittee, or concessionaire to obtain, and keep in force insurance coverage protecting both the state and the lessee, permittee, or concessionaire, including

- (1) a requirement that the insurer name the state as an additional insured or, if an additional insured provision is inapplicable, include a waiver of subrogation endorsement in favor of the state;
- (2) a requirement that the insurer notify the department at least 30 days before any termination, cancellation, or material change in the insurance coverage;
- (3) a provision requiring the lessee, permittee, or concessionaire to submit to the department a copy of each required insurance policy, or a certification that each required coverage is in effect, together with evidence that the premiums for each coverage have been paid; and
- (4) a statement identifying any insurance coverage and the lowest acceptable coverage limits the department requires for the activity allowed in the lease, permit or concession based on the table set out in this paragraph; if the lease, permit or concession allows more than one activity that requires the same kind of coverage, the coverage limit must be the highest coverage limit applicable to an activity allowed by that lease, permit, or concession:

Activity	Coverage	Lowest Acceptable Coverage Limits
Cargo and passenger air service	Aircraft and Aviation Liability	Lowest acceptable coverage limit based on the design seat capacity of the largest aircraft used:
	30,000lbs CMGTW or less;	As required by AS 02.40.010(a);
	greater than 30,000 lbs. CMGTW and up to 99 seats;	\$750,000 per seat combined single limit per occurrence and aggregate per year;
	100 or more seats	\$1,000,000 per seat combined single limit per occurrence and aggregate per year.
Use of airport premises (not including use for ground-handling)	Airport Liability	\$500,000 bodily injury and property damage combined single limit per occurrence and aggregate per year;
		\$100,000 per person bodily injury sublimits.

17 AAC 45.425. Insurance for leases, permits, and concessions.

Activity	Coverage	Lowest Acceptable Coverage Limits
Ground-handling	Airport Liability	<p>\$500,000 bodily injury and property damage combined single limit per occurrence and aggregate per year;</p> <p>\$100,000 per person bodily injury sublimits.</p>
Operation of owned or leased vehicle(s) on airport	Automobile Liability	<p>\$500,000 combined single limit per occurrence and aggregate per year;</p> <p>\$100,000 per person bodily injury sublimits.</p>
Commercial fueling on and off premises	<p>Airport Liability (together with pollution coverage or a waiver of any pollution exclusion)</p> <p>Products and Completed Operations Liability</p>	<p>\$1,000,000 bodily injury and property damage combined single limit per occurrence and aggregate per year;</p> <p>\$100,000 per person bodily injury sublimits.</p> <p>\$100,000 bodily injury combined single limit per occurrence;</p> <p>\$300,000 bodily injury aggregate;</p> <p>\$100,000 property damage combined single limit per occurrence.</p>
Manufacture or sale of aviation products on airport or premises (other than fuel).	Products and Completed Operations Liability	<p>\$100,000 bodily injury combined single limit per occurrence;</p> <p>\$300,000 bodily injury aggregate;</p> <p>\$100,000 property damage combined single limit per occurrence.</p>

---

Distribution, sale, or serving of alcohol on airport	Liquor Legal Liability	\$500,000 combined single limit per occurrence and aggregate per year.
Employment of employees doing work on the premises or on the airport.	Employer's Workers Compensation Insurance	Requirements under AS 23.30.

---

- (d) Notwithstanding the standards set out in (c) of this section, the department may, after consultation with the Department of Administration, division of risk management, require the lessee, permittee, or concessionaire to provide insurance coverage and limits different from those listed in (c) of this section; the department may establish different limits only upon a written finding that
- (1) higher limits or coverage are necessary because
    - (A) the activity, construction, or operation of the lessee, permittee, or concessionaire under the lease, permit, or concession will expose the state to a liability risk greater than the risk typically posed by the activity, construction, or operation of other lessees, permittees, or concessionaires required to provide insurance under this section; and
    - (B) it is in the best interest of the state to require the lessee, permittee, or concessionaire to provide greater insurance coverage or higher coverage limits; or
  - (2) lower limits or coverage are justified because
    - (A) the activity, construction, or operation of the lessee, permittee, or concessionaire under the lease, permit, or concession will expose the state to a liability risk materially lower than the average risk posed by the activity, construction, or operation of other lessees, permittees, or concessionaires to which (c) of this section applies; and
    - (B) it is in the best interest of the state to allow the lessee, permittee, or concessionaire to provide insurance with reduced coverage or limits.
- (e) If a lessee, permittee, or concessionaire obtains insurance with higher limits or greater coverage than any required by the department under this section, nothing in this section or in the lease, permit, or concession may be interpreted to limit the benefit and protection of the state as additional insured to less than the full higher limits and greater coverages.
- (f) Neither the existence nor the absence of a requirement for insurance coverage under this section, nor compliance or noncompliance with such a requirement, relieves the lessee, permittee, or concessionaire of any obligation under the lease, permit, or concession, including the obligation of the lessee, permittee, or concessionaire to indemnify the state.

- (g) In this section, unless the context otherwise requires,
- (1) "aircraft and aviation liability" means insurance that protects the insured from loss due to claims arising from ownership, maintenance, or use of aircraft;
  - (2) "airport liability" means insurance that protects the insured from loss due to claims arising from activity on land or a building of an airport, including activities on the leased premises of an airport tenant, including operation of mobile equipment;
  - (3) "liquor legal liability" means insurance that protects the insured from loss due to claims arising from risks relating to the distribution, sale, or service of alcohol by or on behalf of the insured;
  - (4) "products and completed operations liability" means insurance that protects the insured from loss due to claims arising from the sale of goods or products sold, manufactured, handled, or distributed by the insured, or service operations that have been completed by the insured.

History: Eff. 3/22/2008, Register 185

Authority: AS 02.15.020 AS 02.15.060 AS 02.15.090 AS 02.15.200

**17 AAC 45.430. Cancellation of a lease, permit, or concession.**

- (a) The department will deliver by mail, hand, electronic transmission, or posting on the premises a written notice to a lessee, permittee, or concessionaire that violates a term of a lease, permit with a term greater than 270 days, or concession when the department considers the violation to be a material deviation from the requirements of the lease, permit, or concession. Notice under this section is considered effective the earlier of the date the lessee, permittee, or concessionaire is in actual receipt of the written notice, or three days after mailing to the address the lessee, permittee, or concessionaire most recently provided to the department in writing. The department will allow the lessee, permittee, or concessionaire the time specified in this chapter for the specific type of lease, permit, or concession, the time specified in the lease, permit, or concession, or 30 days if no time is specified in this chapter or in the lease, permit, or concession, to correct the violation. However, if the department determines, under (d) of this section, that the violation constitutes an imminent threat to public health or safety, the department may require immediate correction. Provision of notice as described in this subsection to a permittee does not diminish the right of the department under (h) of this section to cancel a permit.
- (b) If a lessee, permittee, or concessionaire does not correct the violation by the time allowed in the notice, the department will
- (1) grant an extension of time to correct the violation for good cause shown by the lessee, permittee, or concessionaire;
  - (2) take enforcement action as provided under the lease or as available by law; or

# Mayor's Memo

Council Meeting report – November 28, 2017

## UP COMING EVENTS

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

**7.19 Fireworks on November 25 – pre-event at 6 pm at borough gym**

**Airport Neighborhood Watch November 27 at 7 pm**

**November 8 – Airport Sign unveiling**

**Colony Christmas – Dec. 8, 9 and 10**

**Chamber – City year wrap up – Dec. 13**

**Mayor's Minute on Radio – Dec 22**

**Mayors/Managers Meeting – Wasilla Dec. 14 with Legislators**

**Manager, Mayor, Clerk & Attorney agenda – November 30**

**Community Relations Lunch with Job Corps – November 30**

**Celebration of 84 Birthday the Emperor of Japan – Captain Cook – Dec. 13**

## PENDING ITEMS –

- **Flag Pole by Library,**
- **Electric stands on South Alaska,**
- **tennis courts request,**
- **Rotary Daron Park,**
- **4 Way Stop Inner and Outer Springer,**
- **Golden Shovel Award**
- **HB 199 from AML Mayor's meeting**
- **Senate Bill 76 – Title 4 – from AML Mayor's meeting**



**City of Palmer  
Ordinance No. 17-013**

**Subject:** Amending Palmer Municipal Code 8.36.025: Certain Acts Requiring Permit, Authorizing the City Manager to Grant a Noise Permit Extension for Public Construction Projects

**Agenda of:** October 24, 2017 – Introduction  
November 28, 2017 – Public Hearing

**Council Action:**     **Adopted**                       **Amended:** \_\_\_\_\_  
                                  **Denied**

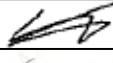
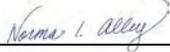
**Originator Information:**

**Originator:**    Nathan Wallace, City Manager

**Department Review:**

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

**Approved for Presentation By:**

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
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. 17-013

**Summary Statement:**

Palmer Municipal Code requires certain acts in the city to be permitted between the hours of 10:00 pm and 6:00am. These permits are for 8-hour periods and require an individual permit for each 8 hour period. This includes multi day and multi week public construction projects that if required to be permitted for each individual period becomes cumbersome for the project and the administration to manage and track.

Public construction projects are typically conducted to alleviate public safety issues and their scope and nature require the completion to be done in a timely manner to minimize public inconvenience. Most notably for road construction to minimize traffic congestion and detours onto routes not sized for major traffic.

This would only effect public construction for City, Borough, and State projects and would still require a permit for the project, but only a single permit with requirements outlined for the duration of the project.

**Administration's Recommendation:**

Adopt Ordinance No. 17-013 Amending Palmer Municipal Code 8.36.025: Certain Acts Requiring Permit, Authorizing the City Manager to Grant a Noise Permit Extension for Public Construction Projects

Introduced by: City Manager  
Date: October 24, 2017  
Public Hearing: November 28, 2017  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Ordinance No. 17-013**

**An Ordinance of the Palmer City Council Amending Palmer Municipal Code 8.36.025: Certain Acts Requiring Permit, Authorizing the City Manager to Grant a Noise Permit Extension for Public Construction Projects**

WHEREAS, the City of Palmer requires a permit for noise producing activities between the hours of 10:00 pm and 6:00 am; and,

WHEREAS, each permit is valid for eight hours maximum;

WHEREAS, public construction projects are typically longer than one day in duration and for public safety and convenience must be completed in a timely fashion;

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

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

**8.36.025 Certain acts requiring permit.**

A. It shall be unlawful to operate or use the listed items or equipment anywhere within the city limits of Palmer between the hours of 10:00 p.m. and 6:00 a.m. without a city of Palmer permit: generators, portable and stationary; chain saws; power saws; road graders; bulldozers; front-end loaders; power digging equipment; all-terrain vehicles; off-road vehicles; power nailers; and lawn mowers. In addition, it shall be unlawful to operate or use without a city of Palmer permit any device designed for sound production or reproduction, including, but not limited to, any radio, television set, musical instrument, phonograph, disc player, tape deck, or loudspeaker, between the hours of 10:00 p.m. and 6:00 a.m. so as to be plainly audible within any dwelling unit which is not the source of the sound; or to operate any such device on public property or on a public right-of-way so as to be plainly audible 50 feet or more from such device.

B. Permit applications shall be submitted to the chief of police on forms prescribed by him or her a minimum of 72 hours prior to the effective time of the permit. Permit fees shall be established by the city council in the current, adopted budget. Each permit shall be valid for eight hours maximum unless a longer period is authorized by the City manager for a public construction project after reviewing the impact to the public.

C. Subsection (A) of this section shall not prohibit operation or use of emergency equipment or heavy equipment during the removal of snow or during a public emergency, or equipment used during emergency power outages of the local electric utility, or live music played on premises licensed by the State Alcohol Beverage Control Board.

D. For purposes of this section, a "plainly audible" sound means any sound for which the information content of that sound is unambiguously communicated to the listener, such as, but not limited to, understandable spoken speech, comprehension of whether a voice is raised or normal, or comprehensible musical rhythms.

E. It is unlawful to operate or use the above listed items or equipment in emergency situations or with a permit where said equipment is operated or used in a manner or configuration which creates unreasonably loud noise.

Section 4. Effective Date. Ordinance No. 17-013 shall take effect upon adoption by the City of Palmer City Council.

**Passed and approved** this \_\_\_\_\_ day of November, 2017.

\_\_\_\_\_  
Edna B. DeVries, Mayor

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk

**City of Palmer  
Ordinance No. 17-014**

**Subject:** Amending Palmer Municipal Code 17.64.021: Parking Lot Design Standards, Deleting 17.64.121(H) Requiring Refuse Containers Located Within or on the Same Pavement as the Parking Area to be Screened

**Agenda of:** October 24, 2017 – Introduction  
November 28, 2017 – Public Hearing

**Council Action:**     **Adopted**                       **Amended:** \_\_\_\_\_  
                                  **Denied**

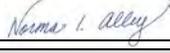
**Originator Information:**

**Originator:**    Nathan Wallace, City Manager

**Department Review:**

Route to:	Department Director:	Signature:	Date:
X	Community Development		9/29/17
X	Finance		9/29/17
	Fire		
	Police		
	Public Works		

**Approved for Presentation By:**

	Signature:	Remarks:
City Manager		
City Attorney		
City Clerk		

**Certification of Funds:**

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

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. 17-014
- Planning and Zoning Commission Minutes for August 17 & September 21, 2017 (Draft Minutes Excerpt)

**Summary Statement:**

Palmer Municipal Code requires that parking areas with a refuse container have a screening (wall, fence or landscaping). This requirement only applies to new construction or remodeling efforts requiring a building permit.

The language of the requirement does not specify intent of the requirement. This issue was brought to the Planning and Zoning Commission for clarification at the August 17, 2017 meeting. After much discussion, the Planning and Zoning Commission agreed that the requirement to screen refuse containers should be addressed in the sanitation section of the Code.

Sanitation requirements are outlined in Palmer Municipal Code in Chapter 8.20 and address issues associated with refuse and refuse containers throughout the city to include commercial containers.

Due to the nature of the city street layout and parking areas in Palmer, the Public Works Department would be the appropriate department for development standards necessary for refuse containers since they oversee PMC 8.20 Garbage Collection and Disposal which addresses sanitation requirements.

The Planning and Zoning Commission during its regular meeting on September 21<sup>st</sup>, 2017 recommended that the requirement be removed from PMC 17.64.021 and that sanitation issues related to refuse containers continue to be addressed in chapter 8.20 Garbage Collection and Disposal.

**Administration's Recommendation:**

Adopt Ordinance No. 17-014 Amending Palmer Municipal Code 17.64.021: Parking Lot Design Standards, Deleting 17.64.121(H) Requiring Refuse Containers Located Within or on the Same Pavement as the Parking Area to be Screened

Introduced by: City Manager  
Date: October 24, 2017  
Public Hearing: November 28, 2017  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Ordinance No. 17-014**

**An Ordinance of the Palmer City Council Amending Palmer Municipal Code 17.64.021 Parking Lot Design Standards, Deleting 17.64.021(H) Requiring Refuse Containers Located Within or on the Same Pavement as the Parking Area to be Screened**

WHEREAS, the City of Palmer requires refuse containers located within or on the same pavement as the parking area shall be screened by a wall, fence, or landscaping; and

WHEREAS, refuse containers and sanitation are addressed in PMC Chapter 8.20 Garbage Collection and Disposal; and,

WHEREAS, refuse container screening within the city should not be a parking lot design consideration; and,

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

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

**17.64.021 Parking lot design standards.**

- A. Standard parking stalls shall be a minimum of nine feet in width and 20 feet in length.
- B. Parking lots with 90-degree parking stalls shall have a minimum aisle width of 25 feet.
- C. All parking areas, except for single- and two-family dwellings, shall be designed so no parking space requires the backing of a vehicle into public rights-of-way, except for alleys in the central business district, or across a sidewalk.

D. Turning and maneuvering space shall be located entirely on private property. Vehicles backing into central business district alleys or departing single- and two-family dwellings are exempt from this requirement.

E. Ingress and egress to parking facilities shall be designed to maintain adequate sight distance and safety.

F. A secured wheel bumper to prevent encroachment of vehicles on pedestrian, bicycle or traffic routes shall be provided in parking stalls which are perpendicular to building fronts or abut property lines. This requirement does not apply when a fence or sight-obscuring landscaping occupies the same property line of the parking area or to single-family and two-family residences. The bumper shall not be less than six inches high.

G. No wall, post, guardrail or other obstruction that will restrict car door opening shall be permitted within five feet of the centerline of a parking space.

~~H. Refuse containers located within or on the same pavement as the parking area shall be screened by a wall, fence or landscaping unless the containers are located on a lot used for a single or two-family dwelling.~~

~~H.~~ H. Parking lots shall be designed to avoid erosion damage to grading and surrounding landscaping.

~~J. I.~~ I. Accessible parking for persons with disabilities shall be designed in accordance with the Accessibility Guidelines for Buildings and Facilities for Americans with Disabilities Act.

1. An access aisle shall be provided of not less than five feet in width for each space, except accessible parking spaces may share a common access aisle.

2. Accessible space shall be designated by the international symbol of accessibility.

3. Accessible spaces shall be located near building entrances and have an unobstructed route to accessible entrances and along a path at least 36 inches in width without going behind parked cars.

4. One in every eight accessible spaces, but not less than one, shall be served by an access aisle with a width of at least eight feet and shall be designated "van accessible."

Total Parking Spaces in Lot	Minimum Required Accessible Spaces
1 – 25	1
26 – 50	2
51 – 75	3
76 – 100	4
101 – 150	5
151 – 200	6
201 – 300	7
301 – 400	8

Total Parking Spaces in Lot	Minimum Required Accessible Spaces
401 – 500	9
501 – 1,000	2 percent of total spaces

~~K.~~ J. Prior to approval by the city for use, all parking facilities within the city shall be permanently surfaced with a suitable gravel base or paved with concrete or asphalt compound.

~~L.~~ K. Parking facilities which adjoin the side of a lot in residential districts shall be separated from the residential district by a fence or sight-obscuring landscaping. Fences shall be six feet in height; landscaping shall not be less than four feet. The fence or landscaping shall be maintained in good condition and shall comply with the requirements of PMC 17.60.070.

~~M.~~ L. All parking areas in nonresidential use districts and parking areas which serve nonresidential uses shall have lighting which meets the level of illumination, uniformity ratios and minimum lumen intensities specified in the illumination guidelines set by the Illuminating Engineering Society of North America. The lighting system shall be designed to prevent glare to motorists on public rights-of-way and shall be arranged to reflect the light away from adjoining premises and streets.

~~N.~~ M. Signage or other provisions designating parking lot layout shall be required if the city determines that the layout is not apparent to the general public.

Section 4. Effective Date. Ordinance No. 17-014 shall take effect upon adoption by the City of Palmer City Council.

**Passed and approved** this \_\_\_\_\_ day of November, 2017.

\_\_\_\_\_  
Edna B. DeVries, Mayor

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk

- I. NEW BUSINESS: [per Amended Agenda]
1. Committee of the Whole:
    - a. Discuss Potential Palmer Municipal Code Amendments Regarding Boards and Commissions with Norma Alley, City Clerk.

**Main Motion: To enter Committee of the Whole to discuss proposed Municipal Code Amendments as relates to Boards and Commission Generally as well as particular to the Planning and Zoning Commission.**

Moved by:	Petty
Seconded by:	Thom Bernier
Action:	Motion carried unanimously.
In favor:	Maxwell, Thom-Bernier, Ornquist, Petty, Lucas
Opposed:	None
Absent:	Cruthers

**[The Commission entered Committee of the Whole at 7:05 p.m.]**

**Norma Alley, City Clerk:**

- Directed attention to the packet for a draft of the proposed changes and clarified the reasons for same;
- Discussed member terms, compensation, staff assistance, recording clerk, public participation, teleconferencing, minutes, audio recording, public meeting notification and agenda publication, standardizing the order of business to be consistent among all boards and commissions, and notification of absences prior to the meeting;
- Explained the process; noted the ordinance will be drafted for introduction September 26 and public hearing the Council's first meeting in October.

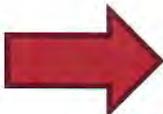
**[The Commission exited Committee of the Whole at 7:34 p.m.; no objections]**

- I. NEW BUSINESS: [Cont'd]
2. **Resolution No. 17-005:** A Resolution of the Palmer Planning and Zoning Commission in Appreciation of the Contributions of Planning and Zoning Commission Member Erick Cordero-Giorgana.

Director Garley explained and recommended support for the resolution.

**Main Motion: For adoption of Resolution No. 17-005, in appreciation of Erick Cordero-Giorgana's contributions during his tenure on the Commission.**

Moved by:	Ornquist
Seconded by:	Maxwell
Action:	Motion carried unanimously.
In favor:	Maxwell, Thom-Bernier, Ornquist, Petty, Lucas
Opposed:	None
Absent:	Cruthers



3. **IM 17-020:** Discussion of Palmer Municipal Code Chapter 17.64.021 Parking lot

design standards, item H, requiring refuse containers to be screened.

Director Garley summarized and provided background information concerning the requirement to screen refuse containers in parking lots. See code section in the packet along with example photos. The request is to review and make recommendations to staff considering: 1) the purpose served by requiring refuse containers to be screened; and 2) could the requirement to screen containers be equally resolved by placing the containers behind the building or in the alleyway.

Discussion ensued. City Manager Wallace offered historical input noting the intent of the screening requirement is not clear the way the code is written, asking for feedback from the Commission. Further discussion concerned the purpose of PMC 17.64.021, section H, questioning whether the requirement for screening was for aesthetic or for sanitation reasons. In summary, if for aesthetic, it would be best left in planning and clearly defined, but if for sanitation, it would best be defined elsewhere in the code.

4. Review Palmer Municipal Code Chapter 17.20, R-1, Single-family Residential District.

Ms. Garley provided a staff report, asking the Commission to review 17.20.030, Conditional uses, for potential revisions relating to B&Bs, day care centers (30 foot requirement to an adjoining lot or street line), and should a commercial kennel be allowed in an R-1 district. She recommended strongly that B&Bs be added as a conditional use in R-1 district.

Following discussion:

- it was the consensus of the Commission to add B&Bs as a Conditional use in the R-1, Single-family Residential District; and
- the Commission will think about the other questions and make recommendations at the next meeting.

H. UNFINISHED BUSINESS: [Out of Order per Amended Agenda]

1. **IM 17-015:** Continue discussion for revisions to Palmer Municipal Code Chapter 17.08-Definitions, Title 17 Zoning.

The Commission, by consensus, postponed further discussion on PMC 17.08 Definitions until the next meeting. There were no objections.

J. PLAT REVIEWS:

1. **IM 17-017:** Pre-Application Plat Review – To create two lots from Tax Parcel B10 (Parcel #1, MSB Waiver 98-64-PWm) in Section 32, Township 18 North, Range 2 East, Seward Meridian, located outside Palmer city limits.

Ms. Garley summarized the request including city department comments:

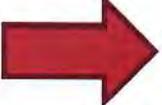
- Community Development: Without lot dimensions and because the parent parcel is

PLANNING & ZONING COMMISSION  
CITY OF PALMER, ALASKA

REGULAR MEETING  
THURSDAY, SEPTEMBER 21, 2017  
7:00 P.M. - COUNCIL CHAMBERS

[EXCERPT]

H. UNFINISHED BUSINESS:

- 
2. **IM 17-020:** Discussion of Palmer Municipal Code Chapter 17.64.021 Parking lot design standards, item H requiring refuse containers to be screened.

Mr. Meneses updated from the previous meeting and directed attention to the packet [pp 37-69] for pertinent information and requested examples of code language from other communities regulating dumpster enclosures for the Commission's review and consideration in formulating a recommendation concerning 1) the purpose served by requiring refuse containers to be screened; and 2) can the requirement to screen the containers be equally resolved by placing the containers behind the building or in the alleyway.

**Main Motion: To enter Committee of the Whole for open discussion concerning the stated item.**

Moved by:	Maxwell
Seconded by:	Petty
Action:	Motion carried unanimously.
In favor:	Ornquist, Cruthers, Maxwell, Petty, Lucas
Opposed:	None
Absent:	Thom Bernier

**[The Commission entered Committee of the Whole at 8:15 p.m.]**

Following further consideration, it was the consensus of the Commission to recommend to staff that item H should be removed entirely from Title 17 and more appropriately dealt with by Public Works in the code related to sanitation primarily for the reason that the purpose appears to be for containment of garbage and protection from the wind rather than for design.

**[The Commission exited Committee of the Whole by unanimous consent at 8:25 p.m.]**

**Main Motion: To recommend striking item H in its entirety from PMC 17.64.021, Parking lot design standards, and that the same be referred to Public Works for appropriate inclusion in the code related to sanitation.**

Moved by:	Petty
Seconded by:	Cruthers
Action:	Motion carried unanimously by roll call voice vote.
In favor:	Ornquist, Cruthers, Maxwell, Petty, Lucas
Opposed:	None
Absent:	Thom Bernier

**City of Palmer  
Action Memorandum No. 17-079**

**Subject:** Approving a Council Community Grant in the amount of \$1,500.00 to Radio Free Palmer to Support Live Video Streaming/Recording of City Council Meetings

**Agenda of:** November 28, 2017

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Denied**

**Originator Information:**

**Originator:**    Nate Wallace, City Manager

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>  X  </u>	Finance	<u><i>Shirley Davis</i></u>	<u>11/7/17</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

	Signature:	Remarks:
City Manager	<u><i>Nate Wallace</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:    \$ 1,500.00

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 1,500.00
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s): 01-02-10-6068 Council Community Grant
- Not budgeted

Director of Finance Signature: *Shirley Davis*

**Attachment(s):**

- Council Community Grant Request
- Staff Evaluation

**Summary Statement:**

In February 2015, the City Council adopted Ordinance No. 14-043, which established the Council Community Grant program. The Council also approved \$10,000.00 in Council Community Grant Funds for 2017 that would finance approved Council grants.

Radio Free Palmer is requesting a \$1,500.00 grant to help finance purchase of equipment, provide personnel to handle additional video streaming, meeting software and recording and technical arrangements.

This equipment would be used to live video record/stream meetings as well as allowing access to a specific item on the agenda as the video/audio are keyed to the agenda.

If approved this grant would exceed the \$10,000.00 budgeted amount by \$165.00

Legislation #	Organization	Amount	Date Approved
17-016	Palmer High School-Rockin' Hockey	\$465	2/28/17
17-021	Mayor's Green Day Gallup	\$1000	3/14/17
17-022	Hatcher Pass Avalanche Center	\$2000	3/14/17
17-032	Who Let The Girls Out	\$2000	4/25/17
17-043	Midsummer Garden Faire	\$2000	6/13/17
17-075	Small Business Saturday	\$1200	10/24/17
	Radio Free Palmer-Live Video		
Total 2017 Grants approved prior:		\$8665	

**Administration's Recommendation:**

To approve Action Memorandum No. 17-079 approve a Council Community Grant in the amount of \$1,500.00 to Radio Free Palmer to support live video recording/streaming.



## City of Palmer • City Manager's Office

231 W. Evergreen Avenue • Palmer, AK 99645

Phone: 907-745-3271 Fax: 907-745-0930

### Council Community Grant

The City of Palmer recognizes the valued contributions being provided through the volunteer efforts of community organizations, agencies, and individuals on behalf of its citizens. Community grant funding demonstrates Council's commitment to programs, services, projects and events that are benefits to the community while at the same time recognizing the financial constraints impacting the City's ability to provide funding.

#### The objectives of the City of Palmer Council Community Grant are:

- to provide modest levels of support and assistance to help foster and develop community programs, services, projects, and events that enhance the greater Palmer community's cultural and economic environment; and
- to treat all organizations fairly and consistently while creating a minimal administrative process.

#### Applicant eligibility

Preference will be given to organizations and groups that demonstrate Palmer community support and that propose a program, service, project or event (event) having the potential for positive economic and cultural impacts and that show evidence of efficient use of resources, sound business practices/accountability, and describe the organization's or group's knowledge, skills and self-reliance.

An applicant organization must meet the following general criteria in order to be considered for a Council Community grant:

1. Program, service, project or event must primarily benefit the community and residents of Palmer.
2. Program, service, project or even has City wide significance and is expected to bring economic and/or public relations benefit to the City.
3. Grant applicants should be able to demonstrate active fundraising efforts to support the continuation of the program, service, project or event. The City grant should not be considered as the primary source of funding for the organization.
4. Funding requests can be defined as programs, services, projects and events that economically benefit Palmer by supporting, sustaining, promoting, informing, educating, celebrating, preserving and/or providing access to the arts, culture, environment, heritage, recreation and/or health activities.
5. To qualify for funding, the group must demonstrate its commitment to all of the following principles:
  - a. Program, service, project or event is open – accessible – to all members of the community;
  - b. Program, service, project or event must take place within the Palmer city limits or within one mile of the city limits;
  - c. Program, service, project or event is effective in providing an economic benefit to Palmer;
  - d. applicant is accountable through sound management and financial practices;
  - e. Individuals are not eligible.



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

## Council Community Grant Application

Program, service, project or event title: \_\_\_\_\_  
Date(s) of program, service, project or event: \_\_\_\_\_

### Applicant Information

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Organization Information

Name of organization/group: \_\_\_\_\_  
Type of organization:  Non-profit  Volunteer community group  Other

### Funding Request

Amount of Request: \$ \_\_\_\_\_  
Matching funds provided by applicant: \$ \_\_\_\_\_

### Project Summary Information

In the space below, provide a concise, on paragraph summary of your proposed program, service, project or event and how it promotes economic development for the City of Palmer.

---

---

---

---

---

---

---

---

---

---

**Project Scope of Work**

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

---

---

---

---

---

---

---

---

---

---

---

---

**Eligibility**

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

---

---

---

---

---

---

---

---

---

---

---

---

**Matching Funding Source**

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

---

---

---

---

---

---

---

---

---

---

---

---

**Community Benefit**

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

---



---



---



---



---



---



---



---



---

**Detailed Budget**

**Revenue:**

Source:	Cash	In-Kind	Total
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
Totals	\$ _____	\$ _____	\$ _____

**Expenditures:**

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

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

Applicant signature:

*Mike Chmielewski*

Date:

---

  
For Office Use Only

Date received by Manager's Office: \_\_\_\_\_

City Council agenda date: \_\_\_\_\_

Action Memorandum No.: \_\_\_\_\_

City Council:  Approved  Denied

Date Manager's Office notified applicant of request outcome: \_\_\_\_\_

# OPEN MEDIA PROJECT FOR GOV

*An Informed Electorate is an Empowered Electorate*

- Expand Civic Engagement
- Modernize Workflows
- Reduce Costs

Video demo & more at [open.media](http://open.media)

## Government Video Transparency Software:

State and local government often have greater impact on our lives than national government, yet local government is where civic participation is at its lowest. Open Media Project is designed to **expand civic engagement** in local government by providing simple, affordable/free tools to bring **local governments** into the 21st Century.

- OMP is specifically designed for local government: city councils, school boards, and special districts, providing a sleek way to organize videos of meetings and see associated bills, vote history, and other relevant data.
- OMP makes videos searchable by bill and topic through manual agenda time-stamping and automated transcriptions - Nobody wants to watch an entire government meeting, but if you want to see debate on a specific topic, enter a word in the search bar and jump straight to it.
- Advocacy groups and concerned citizens have direct, unfiltered access to government. They can share video clips and subscribe to get notifications when issues of interest are being discussed in local government.

The OMP has seen huge success with the Colorado State Legislature, Supreme Court, and a dozen municipal governments in Colorado. Now, we're offering the service nationwide.

## Features

- **Video On Demand:** Searchable/browsable library of sessions with unlimited video storage and streaming via partners like Youtube and Archive.org.
- **Integrated Agendas:** OMP integrates with your agendas, indexed & searchable alongside videos.
- **Livestream Integration:** Built-in support for YouTube, including automated transcriptions
- **Embeddable Pages:** Can be embedded on your site, or a stand-alone site, customized by you.
- **Social Media Integration:** Excerpts from videos are easily shared via social networks.



## Pricing:

SMALL GOVERNMENTS	MEDIUM GOVERNMENTS	LARGE GOVERNMENTS
Serving populations of 5,000 or less	Serving populations of 5,000 to 50,000	Serving populations of 50,000 or more
training & tech support extra	training & tech support included	training & tech support included
<b>\$FREE</b>	<b>\$3,000/year</b>	<b>\$6,000/year</b>



Project Name: Radio Free Palmer Live Video Streaming/Recording: City Events

Reviewer Name: Nathan Wallace

Date: 11/6/2017

## Qualification Pre-Check

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

- X Event must be accessible to all members of the community.
- X Event must take place within Palmer city limits or within one mile of city limits.

Event has received funding from the City in the past. List the years funding was received: N/A

- If event was supported by a City grant in the past, the post event report from the previous event is complete.

	Application Elements	Expectations	Points Earned	
94-10-137-145 Accessibility & Strategic Priorities	10 pts	7 pts.	3-0 pts	
	The application clearly states the economic benefits and the reader/evaluator easily understands the benefits to the community and residents of the City.	The application states the benefits, however it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the City.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the City.	7
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.	7
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.	10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or has to use reason to understand the overall budget for the project.	The application does not include a project budget or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.	10
Benefit	The application clearly states how the community will benefit as a result of the event.	The application states the degree of benefits; however, it is not clear and the reviewer/evaluator must assume or use reason to determine the how the community will benefit as a result of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefits as a result of this grant.	10
Reporting	The application clearly states how and when the City will receive a post event report on this project.	The application attempts to address how a post event report will be given to the City; however it is unclear and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the City or the reviewer/evaluator cannot determine how the report will be presented.	3
			Total:	47/60



**City of Palmer  
Information Memorandum No. 17-018**

**Subject:** Reporting on an Airport Influence Area as Recommended by the Airport Advisory Commission and the Planning and Zoning Commission

**Agenda of:** November 28, 2017

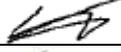
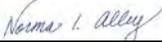
**Originator Information:**

**Originator:** Nathan Wallace, City Manager

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development		<u>11/3/17</u>
_____	Finance		<u>11/6/17</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

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

**Certification of Funds:**

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

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):**

- Planning & Zoning Resolution No. 17-007
- Palmer Airport Advisory Commission Resolution No. 17-002
- HDL report and Map

**Summary Statement:**

The City of Palmer, Airport Advisory Commission has sought support from the Planning and Zoning Commission in recommending to City Council adopt an Airport Influence Area.

Based on the analysis by HDL Engineering, the AAC has tried to identify Airport Influence areas for the airport and has considered several levels of influence that could warrant “notification” to prospective home buyers and or developers.

The purpose of notification is to ensure that future airport neighbors are aware of the airport to protect the value of investments by FAA, the City and leaseholders at the airport.

The area on the map outlined in white is the proposed airport influence area which incorporates the 2015 noise study area, flight patterns, and FAA building notification area surrounding the Warren “Bud” Woods Palmer Municipal Airport.

This area is for informational use and does not restrict any property owners from use not already incorporated in current zoning.

**Background:**

The AAC has worked with HDL Engineering in identifying Airport Influence Areas for the airport. On August 24, 2017 the AAC passed Resolution No. 17-002 requesting the Planning and Zoning Commission review the Airport Influence Area and join the AAC in recommending its adoption to City Council.

At the October 19, 2017 Planning and Zoning meeting, the Commission reviewed the Airport Influence Area and passed Resolution No. 17-007 in support of the AAC in recommending adoption of an Airport Influence Area to City Council.

PALMER PLANNING AND ZONING COMMISSION

RESOLUTION NO. 17-007

A RESOLUTION OF THE PALMER PLANNING AND ZONING COMMISSION IN SUPPORT OF THE AIRPORT ADVISORY COMMISSION IN RECOMMENDING ADOPTION OF THE AIRPORT INFLUENCE AREA TO THE CITY COUCL

WHEREAS, the Palmer Planning and Zoning Commission reviews policies and ordinances that provide for the harmonious development of the city and its environs to further the goals and objectives of the comprehensive plan; and

WHEREAS, the Land Use chapter of the City's Comprehensive Plan speaks to policies to guide development in the City and further explains in Goal 1 that the primary goal for land use in the community is to guide growth to make Palmer an increasingly attractive place to live, invest, work and visit; and

WHEREAS, the Public Services, Facilities and Infrastructure chapter of the City's Comprehensive Plan recognizes the importance of the City to provide and improve essential services to the Palmer community and further explains in Objective F under Goal 1 that the airport should continue to improve the infrastructure and status of the City airport to foster and support development as an important regional airport facility; and

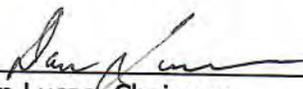
WHEREAS, one of the duties of the Airport Advisory Commission (AAC) is to assist in the development of plans for the airport; and

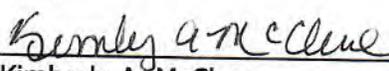
WHEREAS, with the direction of City administration and with the assistance of HDL Engineering, the Airport Advisory Commission has developed an Airport Influence Area surrounding the Warren "Bud" Woods Palmer Municipal Airport; and

WHEREAS, the Planning and Zoning Commission reviewed the Airport Influence Area at the September 21, 2017 Planning and Zoning meeting and voted unanimously to support the Airport Advisory Commission in recommending adoption of the Airport Influence Area to the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Palmer Planning and Zoning Commission recommends adoption of the Airport Influence Area to the City Council.

Passed by the Planning and Zoning Commission of the City of Palmer, Alaska, this 19<sup>th</sup> day of October, 2017.

  
\_\_\_\_\_  
Dan Lucas, Chairman

  
\_\_\_\_\_  
Kimberly A. McClure  
Planning & Code Compliance Technician

Palmer Planning and Zoning Commission

Resolution No. 17-007  
Page 1 of 1

Introduced by: Airport  
Superintendent  
Date: August 24 , 2017  
Action: Approved  
Vote:

Yes:	No:
Lee	
More	
Helmericks	
Weaver	
Momarts	
Jardine	
Lyn	

**CITY OF PALMER, ALASKA  
Resolution No. 17-002**

**A RESOLUTION OF THE CITY OF PALMER AIRPORT ADVISORY COMMISSION REQUESTING THE PLANNING AND ZONING COMMISSION REVIEW THE AIRPORT INFLUENCE AREA AND JOIN THE AIRPORT ADVISORY COMMISSION IN RECOMMENDING ITS ADOPTION TO THE CITY COUNCIL**

WHEREAS, the City of Palmer operates the Warren "Bud" Woods Palmer Municipal Airport; and

WHEREAS, the Airport Advisory Commission (AAC) advises the City in matters pertaining to the Airport; and

WHEREAS, in an effort to identify Airport Influence areas for Warren "Bud" Woods Palmer Municipal Airport, the AAC has considered several levels of influence that could warrant "notification" to prospective home buyers and or developers; and

WHEREAS, based on an analysis by HDL Engineering, the city's consulting engineers for the Airport, the AAC has determined that there is a need for the adoption of a policy requiring notification within city limits that property is subject to 1, and 2 below, and that property outside the city limits but within the Airport Influence Area show on the attached map requires notification subject to 3 or 4 below, or a combination as shown below:

1. All Unmanned Aerial Vehicle (UAV) activity within 5 miles of the airport should be coordinated with the airport manager;
2. As provided in FAA Part 77, notification is required to anyone proposing construction of a new structure or alteration of an existing structure:
  - a) for any construction exceeding 200 feet above ground level, and
  - b) for any construction or alteration that penetrate a 100:1 surface within nearest runway exceeding 3,200 ft. in length;
3. Approach and departure tracks to the airport will see a higher representation of aircraft "passing over" the ground. These areas and

approximate altitude of aircraft following minimum departure climb criteria are shown in attached Figures 2-4.

4. 60 DNL noise contour developed for 2015 and 2020, based on the 2016 Masterplan noise study shown on attached Figure 5; and

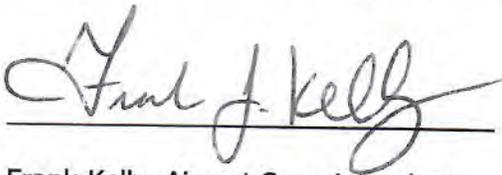
WHEREAS, the purpose of notification is not to encumber any property, but rather to make sure that future airport neighbors are aware of the airport to protect the value of investments by FAA, the City, and leaseholders at the airport; and

WHEREAS, the AAC has completed its review and supports notification within the Airport Influence Area; and

WHEREAS, the Palmer Planning and Zoning Commission reviews policies and ordinances that provide for the harmonious development of the city and its environs to further the goals and objectives of the comprehensive plan;

NOW, THEREFORE, BE IT RESOLVED, the AAC requests the Planning and Zoning Commission review the Airport Influence Area and join the ACC in recommending its adoption to the City Council;

Passed and Approved by the Airport Advisory Commission of the City of Palmer, Alaska this 24<sup>TH</sup> day of August, 2017.



Frank Kelly, Airport Superintendent



John Lee, Chairperson

**MEMORANDUM**

**DATE:** July 19, 2017

**TO:** Mr. Frank Kelly, Airport Superintendent, Warren "Bud" Woods Palmer Municipal Airport

**FROM:** Tor Anderzen, P.E./Aviation Engineer 

**RE:** Palmer Airport Influence Area

CIVIL  
ENGINEERING  
  
GEOTECHNICAL  
ENGINEERING  
  
TRANSPORTATION  
ENGINEERING  
  
ENVIRONMENTAL  
SERVICES  
  
PLANNING  
  
SURVEYING  
& MAPPING  
  
CONSTRUCTION  
ADMINISTRATION  
  
MATERIAL  
TESTING  
  
RIGHT-OF-WAY  
SERVICES

We have prepared a Noise Influence Area based on our conversation in the meeting on July 11, 2017. This area is defined using public land survey system references.

The area describe parcels within:

Township 17 N, Range 2 E

- N ½ of NE ¼ of Section 16;
- N ½ of NW ¼ of Section 15;
- E ½ of Section 9;
- W ½ of Section 10;
- W ½ of Section 3;
- E ½ and NW ¼ of Section 4;
- NE ¼ and E1/2 of NW ¼ of Section 5.

Township 18 N, Range 2 E

- W ½ of Section 34;
- E ½, SW ¼, and S ½ of NW ¼ of Section 33;
- SE ¼, S ½ of NE ¼ , SE ¼ of NW ¼, and E ½ of SW ¼ of Section 32;
- S ½ of SW ¼ of Section 27;
- S ½ of SE ¼ of Section 28.

The influence area can also be seen in the figure on the following page.

Attachments: digital files to recreate this area in AutoCAD and Google Earth

