

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

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

**City of Palmer, Alaska**  
**Regular City Council Meeting**  
**7 pm Tuesday, December 13, 2016**  
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. **Action Memorandum No. 16-086:** Authorize the City Manager to Negotiate and Enter in to a Contract with Capital Industries, Inc. for the Purchase and Delivery of 50 Dumpsters in the Amount of \$50,020.00 ..... Page 5
  - 2. Approval of Minutes of Previous Meetings
    - a. October 11, 2016, Regular Meeting ..... Page 9
    - b. October 25, 2016, Special Meeting ..... Page 15
    - c. October 25, 2016, Regular Meeting ..... Page 17
    - d. November 21, 2016, Special Meeting ..... Page 23
    - e. November 29, 2016, Special Meeting ..... Page 25
- E. Communication and Appearance Requests
- F. Reports
  - 1. City Manager's Report ..... Page 29
  - 2. City Clerk's Report ..... Page 33
  - 3. Mayor's Report ..... Page 41
  - 4. City Attorney's Report
- G. Audience Participation
- H. Public Hearing
  - 1. **Resolution No. 17-001:** Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2017, and Ending December 31, 2017, and Appropriating Monies (3<sup>rd</sup> Public Hearing) (Motion on the Floor) ..... Page 47
  - 2. **Resolution No. 17-002:** Adopting the City of Palmer Employee Pay Plan (3<sup>rd</sup> Public Hearing) (Motion on the Floor) ..... Page 51
  - 3. **Resolution No. 17-003:** Adopting the 2017 City of Palmer Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2017, and Ending December 31, 2017 (3<sup>rd</sup> Public Hearing) ..... Page 55
  - 4. **Resolution No. 17-004:** Adopting the 2017 City of Palmer Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2017, and Ending December 31, 2017 (3<sup>rd</sup> Public Hearing) ..... Page 71

5. **Resolution No. 17-005:** Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2017, and Ending December 31, 2017 (3<sup>rd</sup> Public Hearing) (Motion on the Floor)..... Page 85
  6. **Action Memorandum No. 16-087:** City Council Statement of Non-Objection to the Renewal of Liquor License #39, for the Alaska State Fair, Located 1 Mile South of Palmer .....Page 89
  7. **Action Memorandum No. 16-088:** City Council Statement of Non-Objection to the Renewal of Liquor License #1274, for the Lou-Jack Palmer Bar, Located at 828 South Colony Way .....Page 95
- I. Action Memoranda
1. **Action Memorandum No. 16-089:** Authorize the City Manager to Negotiate and Execute a 12 Month Contract Amendment for Dispatch Services with the Matanuska Susitna Borough in the Amount of \$900,000.00 ..... Page 101
  2. **Action Memorandum No. 16-090:** Authorize the City Manager to Negotiate and Execute a Replacement Lease Agreement with ADD Investments, LLC for the Lease of Approximately 6.93 Acres of Land on Cope Industrial Way at the Palmer Municipal Airport.....Page 113
  3. **Action Memorandum No. 16-091:** Appointment of a Member of the City Council to Serve as an Alternate City of Palmer Representative on the Matanuska-Susitna Borough's Marijuana Advisory Commission..... Page 153
  4. **Action Memorandum No. 16-092:** Authorize the City Manager to Negotiate and Execute a Contract with the selected Law Firm for the Legal Services for the City of Palmer not to exceed \$160,000 from the request for proposal RFP #16-01CC .....Page 155
- J. Unfinished Business
1. **Action Memorandum No. 16-085:** Approval to Cancel the December 27, 2016, Regular Council Meeting (Motion on the Floor).....Page 157
- K. New Business
- L. Record of Items Placed on the Table
- M. Audience Participation
- N. Council Member Comments
- O. Adjournment

**City of Palmer  
Action Memorandum No. 16-086**

**Subject:** Authorize the City Manager to Negotiate and Enter into a Contract with Capital Industries, Inc. for the Purchase and Delivery of 50 Dumpsters in the Amount of \$50,020.00

**Agenda of:** December 13, 2016

**Council Action:** \_\_\_\_\_


**Originator Information:**

**Originator:** Chris Nall  
**Date:** 10/28/2016      **Requested agenda date:** 11/22/2016

**Department Information √:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<input checked="" type="checkbox"/>	Finance		11/3/2016
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
<input checked="" type="checkbox"/>	Public Works		10/18/2016

**Approved for presentation by:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation: \$ 50,020.00

This legislation (√):


- Has no fiscal impact       Creates a positive impact in the amount of: \$ \_\_\_\_\_  
 Creates a negative impact in the amount of: \$ 50,020.00

Funds are (√):

- Budgeted      Line item(s): 05-01-10-6053 (Equipment)  
 Not budgeted      Affected line item(s): \_\_\_\_\_

General fund unassigned balance (after requested budget modification): \$ \_\_\_\_\_

Enterprise unrestricted net position (after requested budget modification): \$ \_\_\_\_\_

Director of Finance Signature: 

**Attachment(s):**

- Quote from Capital Industries, Inc.

**Summary Statement:** Action Memorandum No. 16-086 requests approval for the City Manager to enter in to a contract with Capital Industries, Inc. for the purchase of 50 new dumpsters. These dumpsters will replace aging and failing dumpsters. The old dumpsters will be placed on public auction when the new dumpsters arrive.

The City solicited three quotes and Capital Industries provided the most responsive, responsible quote, and offers the best price for quantity and shipment of dumpsters.

**Administration Recommendation:** Authorize Action Memorandum No. 16-086.



# QUOTATION

5801 3rd Ave. S. \* P.O. BOX 80883 \* Seattle, WA 98108  
 TOLL FREE# (800) 967-8585 \* PH# (206) 762-8585 \* FAX# (206) 762-5455

**TO:**

CITY OF PALMER  
 PUBLIC WORKS DEPT.  
 1316-A S. BONANZA ST.  
 PALMER, AK 99645  
 (907)745-3400 Fax: (907)745-3403

**SHIP TO:**

CITY OF PALMER  
 PUBLIC WORKS DEPT.  
 1316-A S. BONANZA ST.  
 PALMER, AK 99645  
 (907)745-3400 Fax: (907)745-3403

ATTN:

ATTN:

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0007476	10/28/2016	PAL002	BT	NET 30	PREPAID	OUR DOCK	30 DAYS

Item	Quantity	UM	Part	Description	Price \$	Extension \$
001	20	EA	7FL-30 NEST PAL A	3.0YD FL SLANT NEST PALMER AK Due Date: 12/01/16	695.00	13,900.00
002	16	EA	7FL-40 NEST PAL A	4.0 YD FL SLANT NEST PALMER AK Due Date: 12/01/16	780.00	12,480.00
	4	EA		*HANDICAP, SIDE DOOR Due Date: 12/01/16	950.00	3,800.00
003	10	EA	7FL-80 NEST BAW	8.0 YD FL SLANT NEST BAW Due Date: 12/01/16	1,350.00	13,500.00
004	1	LT	ZFREIGHT-CAN-C	CONTAINER FREIGHT- CHARGE 53' FLAT Due Date: 12/01/16	6,340.00	6,340.00
<b>Total for Quote \$</b>						<b>50,020.00</b>
*EVERGREEN COLOR						

1. This offer is based upon our standard "Terms and Conditions of Sale" unless otherwise agreed upon in writing.
2. Unless otherwise indicated herein or on our drawings, pricing is based upon standard shop tolerances.
3. All information related to this quotation created by "Capital" is to be considered proprietary.
4. Pricing is subject to review and appropriate change beyond the "Expiration" date above.



**A. CALL TO ORDER**

A regular meeting of the Palmer City Council was held on October 11, 2016, at 7 pm in the council chambers, Palmer, Alaska.

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

**B. ROLL CALL**

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

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

Also in attendance were the following:

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

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mr. Allan Linn.

**D. APPROVAL OF AGENDA**

1. Approval of Consent Agenda
  - a. Introduction of **Ordinance No. 16-017**: Amending Palmer Municipal Code Chapter 17.57 AG-Agricultural District to add Section 17.57.015 Definitions to include Small Agricultural Event Center; and amending Section 17.57.040 Conditional Uses to Delete Commercial Recreational Facilities and Add Small Agricultural Event Center as a Separate Listed Conditional Use in the AG-Agricultural District to be Listed as Section 17.57.040(O) (IM 16-043)
  - b. **Action Memorandum No. 16-066**: Authorizing the City Manager to Negotiate and Execute Amendment No. 2 to the Professional Services Agreement with Wolf Architecture, Inc. for the Palmer Building Improvements Project, Phase 3
  - c. **Action Memorandum No. 16-067**: Authorizing the City Manager to Negotiate and Execute a Purchase Proposal with Craig Taylor Equipment for a Newer Replacement Tractor at the Airport for \$21,000.00 Minus Proposed Trade in Value of \$6,001.00
  - d. **Action Memorandum No. 16-068**: Authorizing the City Manager to Purchase Equipment for the Avaya Internet Protocol (IP) Telephone System and Enter into a Three Year Maintenance Agreement with Matanuska Telephone Association

- e. **Action Memorandum No. 16-071:** Authorize the City Manager to Negotiate and Execute Change Order Five to Triple V Contracting, Inc. in the Amount of \$24,112.00 for the Palmer Maintenance Upgrades Phase II Project

**Main Motion: To Approve Consent Agenda**

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

**E. COMMUNICATION AND APPEARANCE REQUESTS**

**F. REPORTS**

**Item 1 – City Manager’s Report**

City Manager Nathan Wallace:

- Highlighted his written report;
- Commented on the Dispatch Services RFP status; and
- Fielded questions from the Council.

Mayor DeVries provided direction to the City Manager to place a discussion on airport repavement at the top of the budget hearings for the October 18, 2016, meeting.

Mayor DeVries requested further examination of zoning code governing set-backs in the commercial district be done in relation to the sale of marijuana accessories. Council Member Best provided support and requested controlled access be addressed as well. Deputy Mayor Combs offered support. The City Attorney was requested to provide a report to be presented as an action item on a future agenda.

**Item 2 – City Clerk’s Report**

City Clerk Norma Alley:

- Reenacted the Oath of Office for Council Member Fuller; and
- Highlighted her written report.

Deputy Mayor Combs complemented the City Clerk and Deputy Clerk on the smoothness of the recent election. Mayor DeVries echoed her comments.

**Item 3 – Mayor’s Report**

Mayor DeVries:

- Announced a written report for each regular meeting would be her standard procedure;
- Noted her office setup is complete and will be available as needed for Council Members;
- Noted her cell phone will be set-up to receive calls forwarded from her office phone line;
- Spoke to the selection of Board and Commission members being done by Action Memorandum;
- Spoke to planned attendance of the next Managers and Mayors meeting;



- Spoke to hosting community listening sessions with the Deputy Mayor or other Council Members as interested;
- Addressed the REI Gas Company presentation to the Managers and Mayors;
- Provided follow-up on a discussion with the Alaska Railroad concerning the train returning to Palmer;
- Spoke to an upcoming conversation with Bill Ingersol concerning plans for his Mat-Maid property; and
- Commented on a scheduled lunch with Sarah Heath from the Governor's Office.

Council Member Hanson requested the Mayor work with the staff to determine which legislative items should be presented for discussion and which could be placed on the Consent Agenda.

#### Item 4 – City Attorney's Report

Michael Gatti:

- Welcomed all of the returning members of the Council;
- Congratulated the newly elected officials; and
- Commented on providing presentations at the Alaska Municipal League Conference.

#### G. AUDIENCE PARTICIPATION

Eugene Carl Haberman:

- Shared his reasons for investigating public process and meetings law; and
- Noted the Canvass Board meeting notice was omitted from the City of Palmer calendar.

#### H. PUBLIC HEARINGS

**Item 1 – Resolution No. 16-027:** Authorizing the Negotiation and Sale of a 6.908 Acre Parcel of Land Located at 3854 S. Glenn Highway to the Alaska Department of Transportation and Public Facilities in Accordance with Palmer Municipal Code 3.20.080.D for the Amount of \$165,000.00 (IM 16-042)

Mayor DeVries opened the public hearing.

Eugene Carl Haberman:

- Expressed concern over the order of the public hearing; and
- Encouraged the public hearing not be closed before asking if there are any objections to the hearing being closed.

Mayor DeVries closed the public hearing with no objections.

#### Main Motion: To Approve Resolution No. 16-027

Moved by:	Combs
Seconded by:	Best
Action:	Postponed until a new appraisal is completed.
In favor:	
Opposed:	

City Manager Wallace fielded questions and concerns from the Council addressing:

- The history of the initial price paid for the property;
- Whether a new appraisal would be beneficial and what its cost would be; and
- The City qualifying for the AIP sales incentive.

**Main Motion: To Postpone Action on Resolution No. 16-027**

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

**Main Motion: To Pursue a New Appraisal for the Property**

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

**Primary Amendment #1: Appraisal Cost Shall Not Exceed \$8,000.00**

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

The City Manager was directed to pursue a commercial appraisal for the property; and investigate the AIP sales incentives and how it is being handled with other entities.

**I. ACTION MEMORANDA**

**J. UNFINISHED BUSINESS**

**Item 1 – Action Memorandum 16-069:** Confirm the Mayor’s Nomination of Allan Linn to the Airport Advisory Board

**Main Motion: To Authorize Action Memorandum No.16-069**

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

**K. NEW BUSINESS**

**Item 1 – Resolution No.16-017:** Authorizing the City Manager to Apply for and Enter Into a Water and Waste System Grant Agreement with the U.S. Department of Agriculture Rural Utilities Service Regarding Grant Funds for Waste Water Treatment Plant Facility Improvements in Accordance with Current Federal Consent Decree (IM 16-029)

City Manager Wallace provided a staff report and requested “and Enter Into” be removed from the Resolution and Information Memorandum.

**Main Motion: To Approve Resolution No. 16-017 With Modifications to Remove “and Enter Into” in All Places in the Resolution and the Information Memorandum**

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

**L. RECORD OF ITEMS PLACED ON THE TABLE**

City Clerk's Report

**M. AUDIENCE PARTICIPATION**

Eugene Carl Haberman:

- Addressed concerns over the election process in the State of Alaska; and
- Expressed appreciation to the chair for changes made in the closure of public hearings.

**N. COUNCIL MEMBER COMMENTS**

Deputy Mayor Combs:

- Made a presentation to the City from Barbara Hunt commemorating the City's 65th Birthday;
- Reminded everyone of the final week of the local food drive; and
- Welcomed Council Member Fuller.

Council Member Fuller:

- Expressed appreciation for the reenactment of the Oath of Office.

Council Member Hanson:

- Welcomed Council Member Fuller to the right side of the table.

Council Member Carrington:

- Congratulated Council Member Fuller;
- Commended the Clerk on the election; and
- Thanked Deputy Mayor Combs for acquiring art.

Council Member LaFrance:

- Welcomed Council Member Fuller;
- Complemented the Mayor on her ability to run an efficient meeting; and
- Expressed interest in using the City website to make all interactions with the public, especially business owners, become as efficient as possible.

Council Member Best:

- Pointed out having a new member on the City Council was a good sign the electoral system worked.

Mayor DeVries:

- Welcomed Council Member Fuller; and
- Agreed with the need to make the City more efficient and hoped the proposed budget contained sufficient funding to make the needed changes.

## **O. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 8:45 pm.

**Approved this 13<sup>th</sup> day of December, 2016.**

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Norma I. Alley, MMC, City Clerk

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Edna B. DeVries, Mayor

**A. CALL TO ORDER**

A special meeting of the Palmer City Council was held on October 25, 2016, at 6 pm in the council chambers, Palmer, Alaska.

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

**B. ROLL CALL**

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

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

Also in attendance were the following:

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

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Richard Best.

**D. AUDIENCE PARTICIPATION**

Mike Chmielewski:

- Spoke to the Radio Free Palmer fundraiser.

**E. COMMITTEE OF THE WHOLE**

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

**Main Motion: To Enter Into a Committee of the Whole to Discuss 2016 City of Palmer Budget**

- 1. 2016 City of Palmer Pay Plan**
- 2. 2016 City of Palmer Fee Schedule**
- 3. 2016 City of Palmer Fine Schedule**
- 4. 2016 City of Palmer Capital Improvement Program**

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

Topics of discussion and questions/ideas brought forth included:

- The cost for providing Dispatch Services;
- Charging Fire Service Areas to pay for the Fire Area Dispatch Services; and
- The inclusion of Fees for Dispatch for Fire Service Areas in Revenues from Fees & Services.

The Council entered into a Committee of the Whole at 6:03 pm and exited at 6:47 pm.

#### **F. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 6:48 pm.

**Approved this 13<sup>th</sup> day of December, 2016.**

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Norma I. Alley, MMC, City Clerk

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Edna B. DeVries, Mayor

**A. CALL TO ORDER**

A regular meeting of the Palmer City Council was held on October 25, 2016, at 7 pm in the council chambers, Palmer, Alaska.

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

**B. ROLL CALL**

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

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

Also in attendance were the following:

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

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Boy Scout Troop 367.

**D. APPROVAL OF AGENDA**

1. Approval of Consent Agenda
  1. Introduction of **Ordinance No. 16-018**: Amending Palmer Municipal Code Sections 4.50.050 Department Director Procedure for Imposing Adverse Action and 4.50.060 Classified Employee's Right to a Hearing on Department Director's Intent to Impose Adverse Action (IM 16-040)
  2. **Resolution No. 16-025**: Designating Authorized Signatures for Check Signing Affecting Any and All Disbursements of City Monies (IM 16-045)
  3. **Resolution No. 16-029**: Designating City Representatives Who Are Authorized and Empowered to Execute and Deliver All Documentation and Instructions on City Investment Accounts (IM 16-046)
  4. **Action Memorandum No. 16-072**: Authorize the City Manager to Award and Execute a Contract with White Knight Services in the Amount of \$1,705.00 per Event for Snow Removal Services for City Facilities
  5. **Action Memorandum No. 16-073**: Approving Commission Member David Fuller's Resignation from the Planning & Zoning Commission

- 6. **Action Memorandum No. 16-074:** Approving Commission Member Andrea Fuller's Resignation from the Airport Advisory Commission
- 2. Minutes of Previous Meeting  
October 10, 2016, Special Meeting

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

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

**E. COMMUNICATION AND APPEARANCE REQUESTS**

**F. REPORTS**

**Item 1 – City Manager’s Report**

City Manager Nathan Wallace:

- Highlighted his written report which was placed on the table.

**Item 2 – City Clerk’s Report**

City Clerk Norma Alley:

- Provided a status report on the General Counsel Request for Proposal;
- Requested confirmation for a November 21, 2016, meeting for attorney interviews;
- Provided an update on the Superior Court Appeal;
- Commented on planned attendance at Public Information Officer Training; and
- Requested suggestions for food items for Special Council Meetings.

**Item 3 – Mayor’s Report**

Mayor DeVries:

- Highlighted her written report;
- Commented on proclamations for Red Ribbon Week and Small Business Saturday;
- Provided information concerning the upcoming November 9, 2016, meeting on the repurposing of the Palmer Correctional Facility; and
- Highlighted plans for the Veteran’s Day event.

**Item 4 – City Attorney’s Report**

Michael Gatti:

- Reported on the topic of drug paraphernalia in Palmer City Code relating to the Marijuana Initiative.



## G. AUDIENCE PARTICIPATION

James Brewster:

- Commented on attendance of the meeting by members of Troop 367 and asked scouts Calum Colver, Adam Kuenning, James Brewster Jr., Joseph Gehring, Joseph Montalbano, and Gage Brewster to each state their name and rank.

## H. PUBLIC HEARINGS

**Item 1 – Ordinance No. 16-017:** Amending Palmer Municipal Code Chapter 17.57 AG-Agricultural District to add Section 17.57.015 Definitions to include Small Agricultural Event Center; and amending Section 17.57.040 Conditional Uses to Delete Commercial Recreational Facilities and Add Small Agricultural Event Center as a Separate Listed Conditional Use in the AG-Agricultural District to be Listed as Section 17.57.040(O) (IM 16-043)

Mayor DeVries opened the public hearing. Seeing no one come forward to speak and hearing no objection from the council, the public hearing was closed.

### Main Motion: To Approve Ordinance No. 16-017

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

**Item 2 – Resolution No. 16-026:** Authorizing the City Manager to Appropriate Funding, in the Amount of \$192,162.00, Together with Interest Accruing from July 22, 2016, for a Negotiated Settlement Civil Penalty (IM 16-041)

Mayor DeVries opened the public hearing. Seeing no one come forward to speak and hearing no objection from the council, the public hearing was closed.

### Main Motion: To Approve Resolution No. 16-026

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

## I. ACTION MEMORANDA

**Item 1 – Action Memorandum No. 16-065:** Authorizing the City Manager to Negotiate and Execute a Contract with the Selected Consulting Engineering Firm for the Engineering Services for the Rehabilitation and Repaving of Runway 16/34 Not to Exceed \$275,000.00 From the Request for Proposal RFP #16-01PAQ

Council Member Hanson requested a staff report. City Manager Wallace addressed the need to change the title of the memorandum to include the name of the selected engineering firm. Additionally, he provided a report on the selection process and the status of the negotiations.

**Main Motion: To Authorize Action Memorandum 16-065 as Amended**

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

**Primary Amendment #1: To Strike Selected Consulting Engineering Firm and Add HDL Engineering Consultants**

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

**Item 2 – Action Memorandum No. 16-075:** Confirm the Mayor’s Nomination of John Lee, Kenneth More, and Shannon Jardine to the Airport Advisory Commission with a term ending October 31, 2019, and nomination of Andrew Weaver to fill the vacant term expiring October 31, 2018

**Item 3 – Action Memorandum No. 16-076:** Confirm the Mayor’s Nomination of Peter Christopher and Janet Kincaid to the Board of Economic Development with terms ending October 31, 2019

**Item 4 – Action Memorandum No. 16-077:** Confirm the Mayor’s Nomination of Shannon Connely to the Parks, Recreation and Cultural Resources Advisory Board with a term ending October 31, 2019

**Item 5 – Action Memorandum No. 16-078:** Confirm the Mayor’s Nomination of Erick Cordero-Giorgana and Kristy Thom Bernier to the Planning & Zoning Commission with terms ending October 31, 2019, and the nomination of Gena Ornquist to fill the vacant term expiring October 31, 2017

**Main Motion: To Combine as One and Authorize Action Memoranda No. 16-075, 16-076, 16-077, and 16-078**

Moved by:	Hanson
Seconded by:	Fuller
Action:	Motion carried by a 5-2 voice vote.
In favor:	Carrington, Combs, DeVries, Fuller, Hanson
Opposed:	Best, LaFrance

**Primary Amendment #1: To Separate Out Action Memorandum No. 16-077**

Moved by:	Best
Seconded by:	LaFrance
Action:	Motion failed by a 2-5
In favor:	Carrington, Combs, DeVries, Fuller, Hanson
Opposed:	Best, LaFrance

Deputy Mayor Combs thanked the City Clerk for her efforts to improve the process for filling vacancies in boards and commissions.

**Item 6 – Action Memorandum No. 16-079:** Appointment of a member of the City Council to serve as an ex-officio member on the Board of Economic Development for a term expiring October 31, 2017

Mayor DeVries opened the floor for volunteers or nominations. Council Member Fuller volunteered for the position. Deputy Mayor Combs endorsed him for the position.

**Main Motion: To Authorize Action Memorandum No. 16-079 Amended to Include David Fuller as the Council Member**

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

**J. UNFINISHED BUSINESS**

**K. NEW BUSINESS**

**L. RECORD OF ITEMS PLACED ON THE TABLE**

City Manager's Report

**M. AUDIENCE PARTICIPATION**

**N. COUNCIL MEMBER COMMENTS**

Council Member Carrington:

- Thanked everyone for using their microphones; and
- Thanked the Mayor for running a smooth meeting.

Council Member Best:

- Spoke to the Alaska Municipal League Conference and encouraged everyone to attend.

Council Member Hanson:

- Commented on the destruction of the University of Alaska maintenance facility.

Council Member Fuller:

- Commented on recognition for Police Officers; and
- Expressed appreciation to Kevin Brown for his donation of food on the fire line this past weekend.

Deputy Mayor Combs:

- Spoke to Small Business Saturday to be held November 26; and
- Reminded everyone to vote.

**O. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 7:58 pm.

**Approved this 13th day of December, 2016.**

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Norma I. Alley, MMC, City Clerk

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Edna B. DeVries, Mayor

**A. CALL TO ORDER**

A special meeting of the Palmer City Council was held on November 21, 2016, at 6:00 pm in the council chambers, Palmer, Alaska.

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

**B. ROLL CALL**

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

Richard Best – arrived at 6:12	David Fuller
Steve Carrington	Brad Hanson
Linda Combs	Peter LaFrance
Edna DeVries	

Also in attendance were the following:

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

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mr. Jack Snodgrass.

**D. AUDIENCE PARTICIPATION**

Eugene Carl Haberman:

- Addressed the need for accuracy in meeting notice publications;
- Spoke to a notice published in the Frontiersman having listed the meeting date as Tuesday, instead of Monday, November 21, 2016;
- Noted the intended Special Meeting for November 22, 2016, was listed as a Regular Meeting in the publication;
- Proposed both meetings be canceled; and
- Expressed concern regarding meetings being held during holiday weeks.

At 6:07 pm, Mayor DeVries called a recess to confer with staff to discuss the publication information brought forward.

The Mayor called the meeting back to order at 6:29 pm.

Due to potential confusion caused by the inaccuracy in the meeting publication, the Council chose to cancel the remainder of the November 21, 2016, Special Meeting, and rescheduled the agenda items for a later meeting.

After the Council discussed the potential need to cancel the November 22, 2016, Special Meeting, the following motion was made:

**Main Motion: To cancel the November 22, 2016, Special Meeting**

Moved by:	Combs
Seconded by:	Fuller
Action:	Motion carried by a 5-2 voice vote.
In favor:	Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	Best, Carrington

**E. NEW BUSINESS**

**Item 1 – City Council Interview Process Discussion**

Due to the meeting being canceled earlier, this item did not occur.

**Item 2 – City Attorney Interviews**

Due to the meeting being canceled earlier, this item did not occur.

**F. EXECUTIVE SESSION**

**Item 1 – Subjects That Tend to Prejudice the Reputation and Character of Any Person – Selection of City Attorney (Note: Action may be taken following the executive session)**

Due to the meeting being canceled earlier, this item did not occur.

**G. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 6:50 pm.

**Approved this 13th day of December, 2016.**

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Norma I. Alley, MMC, City Clerk

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Edna B. DeVries, Mayor

**A. CALL TO ORDER**

A special meeting of the Palmer City Council was held on November 29, 2016, at 6 pm in the council chambers, Palmer, Alaska.

Mayor DeVries called the meeting to order at 6:01 pm.

**B. ROLL CALL**

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

Richard Best – arrived at 6:17 pm	David Fuller
Steve Carrington	Brad Hanson
Linda Combs	Peter LaFrance
Edna DeVries	

Also in attendance were the following:

Nathan Wallace, City Manager  
Norma Alley, MMC, City Clerk  
Bernadette Packa, Deputy City Clerk  
Michael Gatti, City Attorney – participated telephonically

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member LaFrance.

**D. AUDIENCE PARTICIPATION**

**E. NEW BUSINESS**

**Item 1 – Committee of the Whole: Presentation of the 2015 City of Palmer Audit**

**Main Motion: To Enter into a Committee of the Whole to Discuss 2015 City of Palmer Audit**

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

Lia Patton, representing the BDO auditors, highlighted the written audit and fielded questions from the Council. The Council entered into a Committee of the Whole at 6:03 pm and exited at 6:36 pm.

## Item 2 – Acceptance of the 2015 City of Palmer Audit

### Main Motion: To Accept the 2015 City of Palmer Audit

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

Mayor DeVries requested to suspend the rules to plan attendance by the Council of local meetings.

### Main Motion: To Suspend the Rules

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

## F. COMMITTEE OF THE WHOLE

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

### Main Motion: To Enter into a Committee of the Whole to Discuss 2017 City of Palmer Budget

1. 2017 City of Palmer Budget
2. 2017 City of Palmer Pay Plan
3. 2017 City of Palmer Fee Schedule
4. 2017 City of Palmer Fine Schedule
5. 2017 City of Palmer Capital Improvement Program

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

Topics addressed in the Committee of the Whole included:

- A planned codification review;
- The need for better use of Blackboard Connect;
- The need for a single source to manage the City website;
- The possibility of reworking the contract for golf course management;
- Pet licensing;
- Consequences for residents whose pets exceed the maximum number allowed; and
- The loss of municipal aid from the State of Alaska.

The Council entered into a Committee of the Whole at 6:52 pm and exited at 8:54 pm.



## **G. ITEMS PLACED ON THE TABLE**

List of Recommended Amendments  
Replacement Pages for Updating the Budget Books

## **H. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 8:54 pm.

**Approved this 13th day of December, 2016.**

---

Norma I. Alley, MMC, City Clerk

---

Edna B. DeVries, Mayor





**Staff Update and analysis (November 2016):**

**Police Department:**

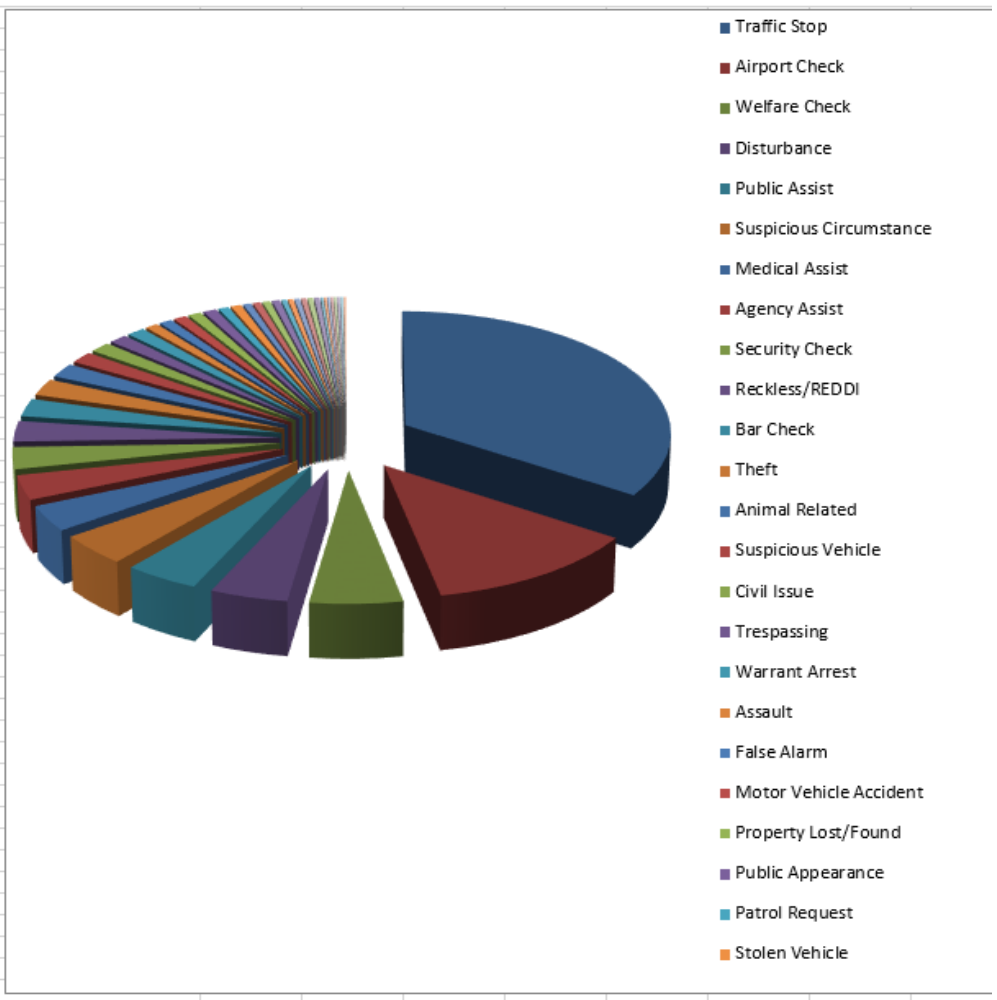
Total calls: 592 down from 599 in October

Call breakdown - 42% (October - 32%) traffic/vehicle related, 24% (October - 27%) checks (welfare/property), 21% (October - 26%) citizen assistance, 13% (October - 15%) other.

**Patrol Calls  
 November, 2016**

CAD REP

Traffic Stop	203
Airport Check	73
Welfare Check	31
Disturbance	26
Public Assist	25
Suspicious Circumstance	24
Medical Assist	20
Agency Assist	19
Security Check	17
Reckless/REDDI	16
Bar Check	14
Theft	13
Animal Related	11
Suspicious Vehicle	9
Civil Issue	8
Trespassing	7
Warrant Arrest	7
Assault	5
False Alarm	5
Motor Vehicle Accident	5
Property Lost/Found	5
Public Appearance	5
Patrol Request	4
Stolen Vehicle	4
Attempt to Locate	3
Harassment	3
Motorist Assist	3
Person Stop	3
Death Investigation	2
DUI	2
Driving Without Valid License	2
Runaway Juvenile	2
Sex Offense	2
Traffic Control	2
Burglary	1
Civil Standby	1
Criminal Mischief	1
Driving in Violation of Instructional Permit	1
Drugs	1
Domestic Violence Service	1
Driving While License Revoked/Suspended	1
Fireworks	1
Fraud	1
Health & Safety Hazard	1
Illegal Dumping	1
Intoxicated Person	1



**Fire Department:**

Calls: 45 (61 - October) in October 2016, down by 36% from last month, down by 38% from last year.

Fire: 1(9-October), Recue: 13 (11-October), Hazard: 3 (8-October), Good intents: 18 (19-October),

False alarm 8 (8 - October), Special Incident: 0 (3-October), Service call: 2 (0-October).



**Community Development:**

**Library:**

**Patrons:** **October** **November**

*Total Registered Patrons* *12,637* *12,695*

Total Mat-Su Borough Resident Patrons 9,737 9,785  
 Total City of Palmer Resident Patrons 2,900  
 New Library Users **55** **58**

**Usage:** **October** **November**

Patron Visits/Count 7,559 6,775  
 Reference Questions 1,643 1,876  
 Library Computer Sessions 2,620 2,448  
 WIFI Sessions 971 771  
 Circulation (PPL items) 9,380 9,291  
 Magazine circulation 733 630  
 Take Home Paperbacks 275 369

**Programs:** **October** **November**  
 Children's Programs 22 Events 642 Participants 14 Events 295 Participant  
 Class Visits 6 Events 91 Participants 4 Events 23 Participant  
 Young Adult Programs 2 Events 19 Participants 2 Events 14 Participants  
 Adult Programs 3 Events 140 Participants 3 Events 17 Participants

**Total Library Programs 33 Events 892 Participants 23 Events 349 Participants**

Community Events 15 Events 360 Participants 15 Events 35 Participants

**Total Events 48 Events 1,252 Participants 38 Events 384 Participants**

**Building and Compliance:**

Compliance Letters dispatched: 1 (0- October) (unsightly premise), 2 (2-October) clean up follow up), and 3 (6-October) (permit follow ups), other: 3 (1-October)



**Building Department Report  
 NOVEMBER 2016**

Permit Type	Count	Total Valuation	Permit Fees Collected	Plan Review Fees Collected
Building Permit	6	\$427,900.00	\$4,253.75	\$1,194.00
Fence Permit	0	\$0.00	\$0.00	
Sign Permit	2	\$12,500.00	\$285.00	
<b>Totals</b>	<b>8</b>	<b>\$440,400.00</b>	<b>\$4,538.75</b>	<b>\$1,194.00</b>

**TYPE OF PERMITS:**

Applicant	Valuation	Type of Work	Permit Fee	Plan Review Fee
Fly Around Alaska	\$500.00	Sign	\$43.00	
Wirtanen, Carl	\$194,400.00	RES Multi Family	\$1,699.50	
Matanuska-Susitna Borough	\$15,000.00	COM Alteration	\$279.50	\$181.50
Menefee, Marcie	\$6,500.00	COM Alteration	\$139.25	\$90.50
Matanuska Brewing Co. LLC	\$50,000.00	COM Alteration	\$716.75	
Palmer Fire & Rescue	\$13,000.00	COM Alteration	\$0.00	\$0.00
Triple B's LLC	\$150,000.00	COM Addition	\$1,418.75	\$922.00
Brooks, Dr. Jason	\$12,000.00	Sign	\$242.00	

**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
2007	141	32	32	\$18,429,265.00	\$128,571.50	
2008	91	30	27	\$6,085,179.00	\$54,455.00	
2009	92	18	29	\$16,874,269.00	\$99,733.50	
2010	106	44	15	\$22,158,233.00	\$122,659.65	
2011	113	24	24	\$7,892,027.00	\$67,955.25	
2012	93	33	12	\$21,450,341.00	\$137,489.50	
2013	92	26	19	\$12,433,959.00	\$92,530.00	
2014	103	34	12	\$16,401,333.00	\$121,305.25	
2015	95	27	13	\$11,253,279.00	\$97,526.75	
2016	89	37	19	\$38,493,202.00	\$204,556.75	\$38,118.25



**Report to Council**  
City Manager Nathan Wallace  
December 13th, 2016

---

**Golf Course:**

	<b>October</b>	<b>November</b>
Operational Days:	21	6
Number of Rounds:	635	149
Green Fees:	23,462.00	4,901.00
Cart Rental:	4,787.00	524.00
Club Rental:	100.00	0.00
Driving Range:	679.00	35.00
Merchandise Sales:	6,281.75	1,315.00
Snack Bar:	2,272.00	52.50
Beer & Wine:	1,456.00	82.00



**Norma I. Alley, MMC**  
**City Clerk**

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

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

**TO:** Palmer City Council  
**FROM:** Norma I. Alley, MMC *Norma I. Alley*  
**SUBJECT:** City Clerk's Report for the December 13, 2016, Council Meeting

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

The tentative meetings schedule for 2017 is attached.

Meeting Date	Meeting Type	Time	Notes
Jan 10	Regular	7 pm	
Jan 17	Joint	7 pm	AAC
Jan 24	Regular	7 pm	
Feb 7	Joint	7 pm	BED
Feb 14	Regular	7 pm	
Feb 28	Regular	7 pm	
March 14	Regular	7 pm	
March 28	Regular	7 pm	
April 11	Regular	7 pm	
April 25	Regular	7 pm	
May 9	Regular	7 pm	
May 23	Regular	7 pm	
June 13	Regular	7 pm	
June 27	Regular	7 pm	
July 11	Regular	7 pm	
July 25	Regular	7 pm	

<b>Aug 8</b>	Regular	7 pm	
<b>Aug 22</b>	Regular	7 pm	
<b>Sept 12</b>	Regular	7 pm	
<b>Sept 26</b>	Regular	7 pm	
<b>Oct 9</b>	Special	6 pm	Election Certification
<b>Oct 10</b>	Regular	7 pm	
<b>Oct 17</b>	Special	6 pm	2018 Budget
<b>Oct 24</b>	Special	6 pm	2018 Budget
<b>Oct 24</b>	Regular	7 pm	
<b>Nov 7</b>	Special	6 pm	2018 Budget
<b>Nov 14</b>	Special	6 pm	2018 Budget
<b>Nov 14</b>	Regular	7 pm	
<b>Nov 21</b>	Special	6 pm	2018 Budget
<b>Nov 28</b>	Special	6 pm	2018 Budget
<b>Nov 28</b>	Regular	7 pm	
<b>Dec 5</b>	Special	6 pm	2018 Budget
<b>Dec 12</b>	Special	6 pm	2018 Budget
<b>Dec 12</b>	Regular	7 pm	Budget Adoption
<b>Dec 26</b>	Regular	7 pm	
<b>Jan 9, '18</b>	Regular	7 pm	



# City of Palmer

## Airport Advisory Commission Members

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

Board Member	Term Expires
John Lee	Oct. 2019
Kenneth More	Oct. 2019
Jeff Helmericks	Oct. 2017
Andrew Weaver	Oct. 2018
Joyce Momarts	Oct. 2017
Shannon Jardine	Oct. 2019
Allan Linn	Oct. 2018

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

### 2016 Attendance Record

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

### 2015 Attendance Record

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

- \* Meeting Cancelled
- \*\* Special Meeting
- ✓ - Present
- E - Excused
- U - Unexcused Absence
- V - Vacant

# City of Palmer

## Board of Economic Development Members

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

Board Member	Term Expires
LaMarr Anderson	Oct. 2017
Christopher Chappel	Oct. 2018
Peter Christopher	Oct. 2019
Janet Kincaid	Oct. 2019
Lorie Koppenberg	Oct. 2018
Tendra Nicodemus	Oct. 2017
Dusty Silva	Oct. 2018

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

### 2016 Attendance Record

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

### 2015 Attendance Record

Board Member	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Anderson												✓
Chappel												✓
Koppenberg												✓
Nicodemus												✓
Silva												✓

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

# City of Palmer

## Parks, Recreation and Cultural Resources Advisory Board Members

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

Board Member	Term Expires
Stephanie Allen	Oct. 2017
Meggie Aube-Trammell	Oct. 2018
Shannon Connelly	Oct. 2019
Jo Ehmann	Oct. 2018
Dot Helm	Oct. 2017
Jan Newman	Oct. 2017
Fran Seager-Boss	Oct. 2017

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

### 2016 Attendance Record

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

### 2015 Attendance Record

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

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

# City of Palmer

## Planning & Zoning Advisory Commission Members

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

Seat	Commission Member	Term Expires
A	Gena Ornquist	Oct. 2017
B	Erik Cordero-Giorgana	Oct. 2019
C	Merry Maxwell	Oct. 2018
D	Kristy Thom Bernier	Oct. 2019
E	Dan Lucas	Oct. 2017
F	David Petty	Oct. 2018
G	Douglas Cruthers	Oct. 2018

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

### 2016 Attendance Record

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

### 2015 Attendance Record

Commissioner	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Ornquist												
Cordero-Giorgana												
Maxwell												*
Thom Bernier												
Lucas												*
Petty												*
Cruthers												*

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

## Tentative 2017 Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Jan 10	Regular	7 pm	
Jan 17	Joint	7 pm	AAC
Jan 24	Regular	7 pm	
Feb 7	Joint	7 pm	BED
Feb 14	Regular	7 pm	
Feb 28	Regular	7 pm	
March 14	Regular	7 pm	
March 28	Regular	7 pm	
April 11	Regular	7 pm	
April 25	Regular	7 pm	
May 9	Regular	7 pm	
May 23	Regular	7 pm	
June 13	Regular	7 pm	
June 27	Regular	7 pm	
July 11	Regular	7 pm	
July 25	Regular	7 pm	
Aug 8	Regular	7 pm	
Aug 22	Regular	7 pm	
Sept 12	Regular	7 pm	
Sept 26	Regular	7 pm	
Oct 9	Special	6 pm	Election Certification
Oct 10	Regular	7 pm	
Oct 17	Special	6 pm	2018 Budget
Oct 24	Special	6 pm	2018 Budget
Oct 24	Regular	7 pm	
Nov 7	Special	6 pm	2018 Budget
Nov 14	Special	6 pm	2018 Budget
Nov 14	Regular	7 pm	
Nov 21	Special	6 pm	2018 Budget
Nov 28	Special	6 pm	2018 Budget

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<b>Nov 28</b>	Regular	7 pm	
<b>Dec 5</b>	Special	6 pm	2018 Budget
<b>Dec 12</b>	Special	6 pm	2018 Budget
<b>Dec 12</b>	Regular	7 pm	Budget Adoption
<b>Dec 26</b>	Regular	7 pm	
<b>Jan 9, '18</b>	Regular	7 pm	

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# Mayor's Memo

Council Meeting report – December 13, 2016

## OUTREACH:

- ✓ Chamber presentation – see attached flyer

## MEETINGS:

- ✓ Agenda setting meeting with Manager and Clerk on December 1
- ✓ Borough Planning and Commission Meeting – December 5
- ✓ Legislative Meeting – December 13
- ✓ Mayor's and Manager's meeting December 15
- ✓ Manager, Clerk, Attorney – agenda on Dec. 22
- ✓ MAC meeting – December 15

## UP COMING EVENTS

- ✓ Recognition of Senator Bill Stoltze
- ✓ Golden Heart Nominations
- ✓ Outreach to High school age student for Boards and Commission

## CONCERNS:

- ✓ Library Funding

## Mail Basket

### General Correspondence:

Sister City News

Alaska's Economy newsletter – October 2016 – Scott Goldsmith

First National Bank – FedViews – October and November 2016

Mat-Su Miner's Baseball – thank you letter

Post card – celebrating 40 years of Jermain, Dunnagan and Owens, PC

Greater Palmer Chamber of Commerce thank you for Auction donation

AMLJIA – newsletter – The Bridge – Fall 2016

Christmas Card and Happy New Year card from Consular office of Japan in Anchorage.

**Magazines:**

**Magazine of the Alaska Humanities Forum**

**Alaska Seafood**

**Last Frontier - November/December 2016**

**Newspaper:**

**Alaska Journal of Commerce - week of October 16 - every week -  
November 27, 2016**





# City of Palmer 2016



Fred Meyer Groundbreaking

- A Great Construction Year!**
- \$38 million invested in Palmer
  - Multi-million dollar projects:
    - Fred Meyers
    - Crowley Fuel
    - Church on the Rock
    - Palmer Clinic
    - Water Main replacement

**Our Heritage and Celebration!**

- 65<sup>th</sup> Anniversary Year
- Colony Days
- Palmer Pride
- Colony Christmas
- Grow Palmer
- Refinished Museum Exterior



Grow Palmer



Mat Su Miners 2016 ABL Champions

**There's always something going on!**

- Who Let the Girls Out
- Hot Summer Nights Car Show
- Mat Su Miners ABL Champions
- Midsummer Art and Garden Faire
- Alaska State Fair

**A National Blue Ribbon School!**

- Academy Charter School
- 1 of 329 schools awarded
  - 1 of 3 in Alaska recognized
- "Preparing Students for Success"*



Academy Charter



UAA Seawolves at the MTA Event Center

**Come out and watch or play!**

- MTA Event Center
- Palmer Golf Course
- Arboretum
- Warren "Bud" Woods Airport

**Helping the Community!**

- United Way: "Stuff the Bus"
- Halloween at the Fire Station
- Palmer Pantry Push!
- Special Santa



Stuff the Bus

## City Leaders



Councilmember  
Combs



Councilmember  
Fuller



Councilmember  
Hanson



Mayor DeVries  
761-1313



Councilmember  
La France



Councilmember  
Best



Councilmember  
Carrington



# 2017 what's ahead?

- Solid General Fund Balance (over \$ 3.5 million reserve)
- Major Construction continues:
  - Airport runway repaving up to \$10 million in federal funding
  - Wastewater Treatment Plant upgrades up to \$12 million
  - Matanuska Brewery?
- City Facility Updates:
  - Library Self Checkout
  - New Carpet in Library Conference area
  - Golf Clubhouse Deck
  - New paint on Palmer Water Tank
- Looking forward to more GREAT events next year:
  - Who Let the Girls Out (v7 and a train?)
  - Friday Flings May 19th
  - Colony Days June 10th
  - Midsummer Art and Garden Faire July 8<sup>th</sup>
  - Alaska State Fair August 24<sup>th</sup>
  - Colony Christmas December 9th





# The City of Palmer Wants You!

The City of Palmer is looking for 5 to 7 community members to volunteer their time to serve on an advisory committee developing a **Wayfinding** plan for Palmer.

## ≈ What is **Wayfinding**? ≈

**Wayfinding** is about offering the right information in the right place at the right time to help people move around the community.

## ≈ How much of my time would be involved? ≈

Once the Council has appointed a committee, there will be approximately 3 meetings with the City's design consultants, **sDc**. The term of the project is approximately 18 weeks.

## ≈ If you are interested in serving ≈

Please contact **Sandra Garley**  
at **761-1322** or Page 45 of 158  
**sgarley@palmerak.org** or  
in person at **645 E. Cope Industrial Way**



Introduced by: City Manager Wallace  
 Date: October 18, 2016  
 1<sup>st</sup> Public Hearing: October 18, 2016  
 2<sup>nd</sup> Public Hearing: October 6, 2016  
 3<sup>rd</sup> Public Hearing: December 13, 2016  
 Action:  
 Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 17-001**

**A Resolution of the Palmer City Council Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2017, and Ending December 31, 2017, and Appropriating Monies**

WHEREAS, as required in Chapter VI of the City of Palmer Municipal Charter, a public hearing regarding the City of Palmer Fiscal Year 2017 Budget was held on Tuesday, October 18, 2016, and continued on Tuesday, December 13, 2016; and

WHEREAS, the Palmer City Council has reviewed the budget presented by the City Manager for the 2017 fiscal year.

NOW, THEREFORE, THE CITY OF PALMER, ALASKA RESOLVES:

Section 1. That the budget presented to the Council by the City Manager for the fiscal year 2017 has been reviewed by the City Council.

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

	Revenues
General Fund (01)	\$ 11,087,251
Enterprise Fund	
Water/Sewer (02)	\$ 2,774,154
Airport (03)	\$ 373,822
Solid Waste (05)	\$ 702,000
Golf Course (15)	\$ 835,100
Capital Projects	
Projects (08)	\$ 45,000
Projects (09)	\$ 230,000
Projects (24)	\$ 40,000
Projects (30)	\$ 225,000
<b>Total Revenues</b>	<b>\$ 16,312,327</b>

	Expenditures
General Fund (01)	\$ 11,052,739
Water/Sewer Fund (02)	\$ 2,060,124
Airport Fund (03)	\$ 373,822
Solid Waste Collection Fund (05)	\$ 689,505
Golf Course (15)	\$ 829,543
<b>Subtotal Expenditures/Expenses</b>	<b>\$</b>
<b>Capital Improvements</b>	
Capital Projects (08)	\$ 45,000
Capital Projects (09)	\$ 230,000
Capital Projects (24)	\$ 40,000
Capital Projects (30)	\$ 225,000
<b>Total Expenditures/Expenses</b>	<b>\$ 15,545,733</b>

Section 3. That the rate of tax levy for the City of Palmer, Alaska for the fiscal year 2017 shall be fixed at 3.00 mills upon each dollar of assessed taxable real and personal property. The revenue from this tax levy is to be used for city purposes.

Section 4. That the 2017 budget is hereby approved for all funds in the amounts and for the purposes as stated above. The supporting line item budget detail as presented by the administration and reviewed by council is incorporated as part of this budget resolution.

Section 5. That the City of Palmer Fiscal Year 2017 operating budget is adopted for a period of one (1) year, that being from January 1, 2017, through December 31, 2017.

Passed and approved by the City Council of the City of Palmer, Alaska, this thirteenth day of December, 2016.

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

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

# RESOLUTION NO. 17-001 ATTACHMENT 2017 BUDGET

WILL BE AVAILABLE ON THE CITY'S WEBSITE BY  
END OF BUSINESS DAY ON MONDAY,  
OCTOBER 17 WITH HARD COPIES PROVIDED AT  
THE MEETING.





Introduced by: City Manager Wallace  
Date: October 18, 2016  
1<sup>st</sup> Public Hearing: October 18, 2016  
2<sup>nd</sup> Public Hearing: December 6, 2016  
3<sup>rd</sup> Public Hearing: December 13, 2016  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 17-002**

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

WHEREAS, the City of Palmer wishes to adopt the attached pay plan for the compensation of employees;

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council that the City of Palmer amends its employee compensation pay plan by adopting the attached "City of Palmer Pay Plan-January 1, 2017" with the effective date of the pay plan to be January 1, 2017.

Passed and approved by the City Council of the City of Palmer, Alaska, this thirteenth day of December, 2016.

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

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



CITY OF PALMER PAY PLAN -- January 1, 2017

Implement: 1/1/2017

Approved:

LEVEL	Level Classification by Job Title		Steps									Longevity Steps*			
			1	2	3	4	5	6	7	8	9	A	B	C	D
1		Hourly	10.73	11.17	11.61	12.07	12.57	13.06	13.58	14.12	14.69	15.19	15.72	16.27	16.85
		Bi-weekly	858.40	893.60	928.80	965.60	1005.60	1044.80	1086.40	1129.60	1175.20	1215.20	1257.60	1301.60	1348.00
		Annual	22,318	23,234	24,149	25,106	26,146	27,165	28,246	29,370	30,555	31,595	32,698	33,842	35,048
2	Arena Attendant PT Janitor/ Light Maintenance Library Technician PT Seasonal Groundskeepers / LT Maintenance	Hourly	12.28	12.76	13.28	13.80	14.36	14.92	15.52	16.15	16.79	17.38	17.98	18.61	19.25
		Bi-weekly	982.40	1020.80	1062.40	1104.00	1148.80	1193.60	1241.60	1292.00	1343.20	1390.40	1438.40	1488.80	1540.00
		Annual	25,542	26,541	27,622	28,704	29,869	31,034	32,282	33,592	34,923	36,150	37,398	38,709	40,040
3	Library Assistant Library Specialist Receptionist & Cashier PT	Hourly	13.80	14.36	14.92	15.52	16.15	16.79	17.46	18.16	18.88	19.54	20.22	20.93	21.66
		Bi-weekly	1104.00	1148.80	1193.60	1241.60	1292.00	1343.20	1396.80	1452.80	1510.40	1563.20	1617.60	1674.40	1732.80
		Annual	28,704	29,869	31,034	32,282	33,592	34,923	36,317	37,773	39,270	40,643	42,058	43,534	45,053
4	Admin Assistant: City Manager, Library PT Receptionist & Cashier	Hourly	15.30	15.91	16.55	17.21	17.90	18.61	19.35	20.13	20.93	21.66	22.41	23.21	24.02
		Bi-weekly	1224.00	1272.80	1324.00	1376.80	1432.00	1488.80	1548.00	1610.40	1674.38	1732.80	1792.80	1856.80	1921.60
		Annual	31,824	33,093	34,424	35,797	37,232	38,709	40,248	41,870	43,534	45,053	46,613	48,277	49,962
5	Admin Asst - Public Safety, Public Works, Community Development Arena Operations & Groundskeeper Foreman Arena Specialist, Maintenance Worker Planning & Code ComplianceTech	Hourly	16.86	17.54	18.24	18.97	19.73	20.52	21.33	22.19	23.07	23.89	24.72	25.59	26.48
		Bi-weekly	1348.80	1403.20	1459.20	1517.60	1578.40	1641.60	1706.40	1775.20	1845.60	1911.20	1977.60	2047.20	2118.40
		Annual	35,069	36,483	37,939	39,458	41,038	42,682	44,366	46,155	47,986	49,691	51,418	53,227	55,078
6	Accounting Technician I, Dispatcher I Evidence & Records Custodian Lib Srvs Coordinator, W/WW Operator I Solid Waste Collector, Webmaster PT	Hourly	18.41	19.14	19.90	20.70	21.53	22.38	23.28	24.21	25.17	26.06	26.97	27.91	28.89
		Bi-weekly	1472.80	1531.20	1592.00	1656.00	1722.40	1790.40	1862.40	1936.80	2013.60	2084.80	2157.60	2232.80	2311.20
		Annual	38,293	39,811	41,392	43,056	44,782	46,550	48,422	50,357	52,354	54,205	56,098	58,053	60,091
7	Building Inspector, Dispatcher II Equipment Operator, Mechanic Police Officer I, Support Services Specialist PT Utility Meter Reader & Laborer W/WW Operator II	Hourly	19.94	20.74	21.57	22.42	23.33	24.27	25.22	26.23	27.28	28.24	29.23	30.25	31.31
		Bi-weekly	1595.20	1659.20	1725.60	1793.60	1866.40	1941.60	2017.60	2098.40	2182.40	2259.20	2338.40	2420.00	2504.80
		Annual	41,475	43,139	44,866	46,634	48,526	50,482	52,458	54,558	56,742	58,739	60,798	62,920	65,125
8	Accounting Technician II Arena Manager, Deputy City Clerk PT Utilities Foreman	Hourly	21.47	22.32	23.22	24.14	25.11	26.12	27.16	28.24	29.37	30.40	31.46	32.56	33.69
		Bi-weekly	1717.60	1785.60	1857.60	1931.20	2008.80	2089.60	2172.80	2259.20	2349.60	2432.00	2516.80	2604.80	2695.20
		Annual	44,658	46,426	48,298	50,211	52,229	54,330	56,493	58,739	61,090	63,232	65,437	67,725	70,075
9	Dispatch Supervisor Electrician Fire Training Coordinator Police Officer II	Hourly	23.01	23.94	24.88	25.88	26.92	28.01	29.13	30.30	31.51	32.61	33.75	34.94	36.15
		Bi-weekly	1840.80	1915.20	1990.40	2070.40	2153.60	2240.80	2330.40	2424.00	2520.80	2608.80	2700.00	2795.20	2892.00
		Annual	47,861	49,795	51,750	53,830	55,994	58,261	60,590	63,024	65,541	67,829	70,200	72,675	75,192
10	Airport Superintendent Library Director Police Sergeant Police Detective Sergeant	Hourly	24.53	25.52	26.54	27.60	28.71	29.85	31.05	32.29	33.59	34.76	35.99	37.24	38.55
		Bi-weekly	1962.40	2041.60	2123.20	2208.00	2296.80	2388.00	2484.00	2583.20	2687.20	2780.80	2879.20	2979.20	3084.00
		Annual	51,022	53,082	55,203	57,408	59,717	62,088	64,584	67,163	69,867	72,301	74,859	77,459	80,184
11	Commander, Controller Human Resource Specialist Maintenance Superintendent	Hourly	26.07	27.11	28.19	29.31	30.49	31.71	32.98	34.30	35.67	36.92	38.21	39.55	40.93
		Bi-weekly	2085.60	2168.80	2255.20	2344.80	2439.20	2536.80	2638.40	2744.00	2853.60	2953.60	3056.80	3164.00	3274.40
		Annual	54,226	56,389	58,635	60,965	63,419	65,957	68,598	71,344	74,194	76,794	79,477	82,264	85,134
12	Directors: Community Development Finance, Public Works Fire Chief, Police Chief	Hourly	32.92	34.24	35.61	37.03	38.51	40.05	41.65	43.32	45.04	46.62	48.26	49.94	51.70
		Bi-weekly	2633.60	2739.20	2848.80	2962.40	3080.80	3204.00	3332.00	3465.60	3603.20	3729.60	3860.80	3995.20	4136.00
		Annual	68,474	71,219	74,069	77,022	80,101	83,304	86,632	90,106	93,683	96,970	100,381	103,875	107,536

\*Pay Increments for Longevity

- Step A When an employee reaches step A of their assigned pay level, the employee shall remain at step A for two (or more) years. When the employee completes two (or more) years at step A, the employee moves to step B of the Pay Plan and is eligible for the increase indicated in step B; provided the employee received an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continuously as a regular fulltime or part-time employee.
  - Step B When an employee reaches step B of their assigned pay level, the employee shall remain at step B for two (or more) years. When the employee completes two (or more) years at step B, the employee moves to step C of the Pay Plan and is eligible for the increase indicated in step C; provided the employee received an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continuously as a regular fulltime or part-time employee.
  - Step C When an employee reaches step C of their assigned pay level, the employee shall remain at step C for two (or more) years. When the employee completes two (or more) years at step C, the employee moves to step D of the Pay Plan and is eligible for the increase indicated in step D; provided the employee received an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continuously as a regular fulltime or part-time employee.
  - Step D When an employee reaches the end of the pay scale (step D), the employee is no longer entitled to a step increase.
- Note: Employees in longevity are prohibited from skipping steps and must remain at each step as indicated.



Introduced by: City Manager Wallace  
Date: October 18, 2016  
1<sup>st</sup> Public Hearing: October 18, 2016  
2<sup>nd</sup> Public Hearing: December 6, 2016  
3<sup>rd</sup> Public Hearing: December 13, 2016  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 17-003**

**A Resolution of the Palmer City Council Adopting the 2017 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2017, and Ending December 31, 2017,**

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

WHEREAS, the Fee Schedule establishes the fees for 2017 and becomes a part of the current, adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council that through the budget process, the City of Palmer adopts the attached fee schedule for a period of one (1) year, that being from January 1, 2017, through December 31, 2017.

Passed and approved by the City Council of the City of Palmer, Alaska, this thirteenth day of December, 2016.

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

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





# **City of Palmer**

## **2017 Fee Schedule**

**(Amended by Resolution No. 17-003)**

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<b>Airport Fees</b>	
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

<b>Animal Control Fees</b>	
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

<b>Appeals</b>	
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

<b>Application Filing Fees (Filing fees are nonrefundable)</b>	
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

<b>Building Inspector Inspection Services and Fees</b>	
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.

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

<b>Business Licenses</b>	
<b>Business License:</b>	
Annual license	\$ 25
Biennial license	\$ 50
State Fair License (duration of Fair – not transferable to annual license)	\$ 25
Special Event License (duration of the special event up to three days (not transferable to annual license)	\$ 10
Roving Vendor License (non-refundable annual fee)	\$ 50
Door to Door Solicitors License (non-refundable annual fee)	\$ 50
Business License – failure to apply before business opens:	
	\$ 25
<b>Business License – late filing fee:</b>	
Through February 1	\$ 25
Additional fee on March 1 (not to exceed \$50)	\$ 25
State Fair vendors failure to apply for a business license by the first day of the Fair.	\$ 25
State Fair vendors additional fee on September 6	\$ 25
Special Event License	\$ 10
Business License – failure to display business license:	
	\$ 25
Roving Vendors – failure to apply before business opens:	
	\$ 25

<b>Roving Vendor – prohibited acts (PMC 5.28.110)</b>	
First offense	\$ 75
Second offense – of the same ordinance within 365 days of the first offense	\$ 150
Third offense – of the same ordinance within 365 days of the second offense	\$ 300
<b>Business License – Reprint:</b>	
Door to Door Solicitors License Reprint – full application process	\$ 50
Copy of Business License list	\$ 25

<b>Community Center (Railroad Depot) Rental</b>		
<b>Rental Period ----- 8 am to Midnight</b>	<b>Rental Rate</b>	<b>Security Deposit</b>
Daily: Monday through Thursday	\$ 200	\$ 150
Daily weekend: Friday through Sunday	\$ 250	\$ 150
<b>Long run – consecutive use</b>	<b>Rental Rate</b>	<b>Security Deposit</b>
Minimum five consecutive day rental:		
Monday through Thursday	\$ 150	\$ 150
Friday through Sunday	\$ 200	\$ 150
<b>Reoccurring Use</b>	<b>Rental Rate</b>	<b>Security Deposit</b>
Minimum rental of 10 to 19 calendar days per year:		
Monday through Thursday	\$ 150	\$ 150
Friday through Sunday	\$ 175	\$ 150
Minimum rental of 20 calendar days per year:		
Monday through Thursday	\$ 125	\$ 150
Friday through Sunday	\$ 150	\$ 150

<b>Community Center (Railroad Depot) Rental Miscellaneous Fees</b>	
Security Deposit	\$ 150
Screen Remote Deposit	\$ 65
Screen Usage Fee	\$ 10
Public Announcement System Usage Fee	\$ 20
Re-hanging of ceiling noise baffles (per hour basis)	\$ 55
Lost key fee	\$ 106
Cleaning (if more than two hours is required – per hour basis)	\$ 75

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

<b>Election Fees</b>	
Recount ballot application (per precinct)	\$ 100

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

<b>False Alarms</b>	
<b>False Burglar Alarm Fees (Within a 12 month period):</b>	
First false alarm	\$ 0
Second false alarm	\$ 0
Third false alarm	\$ 75

Fourth false alarm	\$ 100
Fifth false alarm	\$ 125
Sixth false alarm	\$ 150
Seventh false alarm	\$ 175
Eighth false alarm	\$ 200
Ninth false alarm	\$ 225
Tenth false alarm	\$ 250
Each false alarm in excess of ten	\$ 300

<b>False Fire Alarm Fees (Within a 12 month period):</b>	
First false alarm	\$ 0
Second false alarm	\$ 150
Third false alarm	\$ 175
Fourth false alarm	\$ 200
Fifth false alarm	\$ 225
Sixth false alarm	\$ 250
Seventh false alarm	\$ 275
Eighth false alarm	\$ 300
Ninth false alarm	\$ 325
Tenth false alarm	\$ 350
Each false alarm in excess of ten	\$ 400

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

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

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

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

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

<b>MTA Events Center</b>	
Event Center Rental (ice covered) per day	\$ 2,500
Event Center Rental (dry floor) per hour – up to 8 hours	\$ 150
Event Center Rental (dry floor) per day	\$ 1,500
Chair rental – per chair, per day	\$ 4
Table rental – per table, per day	\$ 8
Prime Ice Hour (September through March) (M-F 5 – 10 pm) (Sat-Sun 6 am – 10 pm) (Per hour)	\$ 200
Non-Prime Ice Hour (M-F 8:00 AM – 5:00 PM) (Per hour)	\$ 155
Paid Gate (Ice) Event Hourly	\$ 220
Public Skate Ages 5-16 (under 5 – Free)	\$ 4
Public Skate Ages 17-59	\$ 5
Public Skate Ages 60+	\$ 4
Public Skate Family Pass (up to 4 people, each additional is \$2)	\$ 15
Public Skate Ages 5-16, 60+ 10 punch card	\$ 35
Public Skate Ages 17-59 10 punch card	\$ 45
Freestyle all ages	\$ 5
Freestyle 5 punch card	\$ 25
Skate Rental	\$ 3
Skate Rental 10 punch card	\$ 25
Skate Sharpen	\$ 7
Skate Sharpen 10 punch card	\$ 60
Shinny Hockey	\$ 7
Shinny Hockey 10 punch card	\$ 60
Broomball	\$ 5

Birthday Party (up to 15 skaters, \$5 per additional skater)	\$	75
School/Youth Organization Group Rate (per skater)	\$	3
Homeschool Hockey (per person)	\$	8

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

<b>Palmer Public Library Fees</b>		
Overdue items (per day, maximum \$5 per item)	\$	.25
Library community room rental (per hour with two hour minimum)	\$	25
Library community room rental (nonprofit – annually, entitles renter one use per month)	\$	100
Copying fee (per page)	\$	.25
Replacement library cards	\$	3
Temporary card (4 months)	\$	10
Temporary card (1 year)	\$	35

<b>Damaged Books</b>		
Chewed edge corner (per corner)	\$	2
Torn pages in book that can be repaired (per page)	\$	2
Repeated dog eared pages (per book)	\$	2
Chewed spine (top or bottom)	\$	2
Rebinding (replacement cost of item plus administrative fee)	\$	
Water/fluid damage	\$	
Replacement cost plus administrative fee	\$	
Mildew (replacement cost plus administrative fee)	\$	
Missing barcodes and spine labels on any library item (per item)	\$	1
Missing or damaged any library item jacket or case	\$	2
Administrative reprocessing fee for lost or damaged books, DVD, audios, E-readers	\$	5

<b>Damaged Videos/DVDs/CDs:</b>		
Damaged video, DVD, or CD (actual cost of repair plus administrative fee)	\$	
Taping over a library video (replacement cost)	\$	
Broken or lost case	\$	5

<b>Damaged Audio Tapes:</b>		
Replacement (actual replacement cost)	\$	

<b>Equipment:</b>		
E-Readers (actual replacement cost)		
Equipment loaned out (per day) plus \$100 refundable deposit	\$	5
Damages to equipment (actual repair cost plus administrative fee)	\$	

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

<b>Public Information Requests</b>	
Copies of files, documents, etc. (per page – first 20 pages no charge)	\$ .25
Copies of drawings – actual cost	\$
Audio recording (per meeting)	\$ 10
Public Safety audio recordings (per disc)	\$ 10
Fire Report Copy	\$ 10
Charge for staff time above five hours for research/copying costs – actual personnel cost	\$

<b>Sales Tax</b>	
Sales Tax Rate (\$1,000 cap per item/service)	3%
Sales Tax – late filing fee	\$ 20
Sales Tax – delinquency tax interest rate – per year	8%
Sales Tax – late payment penalty a penalty of 5% of the tax for each month late after the due date, until total penalty of 15% has been accrued.	\$
Sales Tax – collection upon sale – failure to collect	\$ 150
Sales Tax – lien for tax, interest, and administration costs for penalties – violation	\$ 150
Sales Tax – PMC 3.16.260 – violation	\$ 150
Contractor Certification of Exemption (for sales tax/per calendar year)	\$ 150
Owner/Builder Exemption (for sales tax/per calendar year)	\$ 30



<b>Special Assessments</b>	
Special Assessment District billing fee	\$ 3
Special Assessment Interest Rate	3 %
Special Assessment Penalty Rate	3 %

<b>Utilities</b>	
Deposit – water and sewer (new active customers)	\$ 100
Utility late fees (percentage of balanced owed)	10 %
Service call fee	\$ 25
Connection/Disconnect fee for residential customers	\$ 25
Door tag fee for non-payment of prior months' utility bill	\$ 15
Transfer Tenant Utilities to Landlord for non-payment	\$ 15
Miscellaneous Repair Work hourly labor rate, contact the Department of Public Works for material costs	\$ 50
After Hours/Holiday/Weekend Inspection Fee (hourly)	\$ 125
Online Utility Payments Convenience Fee (transaction limit - \$5,000)	\$ 2.25

<b>Monthly Water Rates:</b>	
0 to 5,000 gallons (plus meter charge plus sales tax)	<del>\$16.40</del> 15.58
Over 5,000 gallons (plus meter charge and \$0.328 per 100 gallons plus sales tax)	<del>\$16.40</del> 15.58
Bulk Water Rate (per gallon)	\$ .04

<b>Monthly Wastewater Rates:</b>	
0 to 5,000 gallons (plus sales tax)	<del>\$29.10</del> 25.87
Over 5,000 gallons (plus \$0.582 per 100 gallons plus sales tax)	<del>\$29.10</del> 25.87
Dump Station Fee (per month)	\$ 150

<b>Monthly Meter Charges:</b>	
5/8" meter (plus sales tax)	<del>\$12.60</del> 11.95
3/4" meter (plus sales tax)	<del>\$18.25</del> 17.30
1" meter (plus sales tax)	<del>\$32.25</del> 30.55
1 1/2" meter (plus sales tax)	<del>\$72.85</del> 69.05
2" meter (plus sales tax)	(122.45) <del>\$129.20</del>
3" meter (plus sales tax)	(274.90) <del>\$290.00</del>
4" meter (plus sales tax)	(489.75) <del>\$516.70</del>
6" meter (plus sales tax)	(1101.90) <del>\$1,162.50</del>
8" meter (plus sales tax)	(1958.90) <del>\$2,066.65</del>
Hydrant Meter Connection (3" Bulk) (per month plus \$.01 per gallon) (plus sales tax)	\$ 260

<b>Unmetered Wastewater Service Rates:</b>	
Unmetered wastewater service flat rate, 4 inch service (plus sales tax) – based on the monthly wastewater rate for up to 5,000 gallons	<del>\$29.10</del> 25.87
Unmetered wastewater service flat rate, 6 inch service (plus sales tax) – based on the monthly wastewater rate calculated for 7,500 gallons	<del>\$43.65</del> 37.72

**Summer Sewer Rates:**

Residential rates:

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

Commercial rates:

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

<b>Treatment Rates:</b>	
0 - 5000 gallons (plus sales tax)	\$ 55.15
Over 5001 gallons (plus \$1.10 per 100 gallons) (plus sales tax)	\$ 55.15

<b>Solid Waste Collection:</b>	
Weekly refuse collection service (per month plus sales tax) 96 gallon cart	<del>\$24</del> 24.50
Weekly refuse collection service (per month plus sales tax) 64 gallon cart	<del>\$20</del> 19.50
Each additional container/bag 30 lb or less (per item)	\$ 5
64 and 96 gallon Residential Container Replacement cost	\$ 100
Oversize/special Item Collection/Disposal Fee	\$ 30
Freon Removal Fee	\$ 25
On-Call Dumpster (Residential) Monthly Fee	\$ 50
Disconnected Utility Container Removal Fee	\$ 10
Container Loss Recovery Fee	\$ 25
Container Delivery/Removal fee	\$ 10
Unscheduled Service Fee (different collection vehicle required)	\$ 40
Three Cubic Yard Container - Residential - each dump (plus sales tax)	<del>\$27</del> 26
Four Cubic Yard Container - Residential - each dump (plus sales tax)	<del>\$35</del> 33
Eight Cubic Yard Container – Residential – each dump (plus sales tax)	<del>\$68.25</del> 65
Three Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	<del>\$110</del> 104
Three Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	<del>\$220</del> 209
Three Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	<del>\$330</del> 313
Four Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	<del>\$140</del> 132
Four Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	<del>\$273</del> 260
Four Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	<del>\$410</del> 390

Eight Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$273	<del>260</del>
Eight Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$546	<del>520</del>
Eight Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$820	<del>780</del>
Locking Dumpster (three or four yard includes delivery and pickup)	\$	175



Introduced by: City Manager Wallace  
Date: October 18, 2016  
1<sup>st</sup> Public Hearing: October 18, 2016  
2<sup>nd</sup> Public Hearing: December 6, 2016  
3<sup>rd</sup> Public Hearing: December 13, 2016  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 17-004**

**A Resolution of the Palmer City Council Adopting the 2017 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2017, and Ending December 31, 2017,**

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

WHEREAS, the Fine Schedule establishes the fines for 2017 and becomes a part of the current, adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council that through the budget process, the City of Palmer adopts the attached fine schedule for a period of one (1) year, that being from January 1, 2017, through December 31, 2017.

Passed and approved by the City Council of the City of Palmer, Alaska, this thirteenth day of December, 2016.

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

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





# City of Palmer

## 2017 Fine Schedule

(Adopted by Resolution No. 17-004)

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

<b>Palmer Municipal Code (PMC) Title 1 General Provisions</b>
<b>Chapter 1.08 General Penalty</b>
<b>Section 1.08.011 General Fine Penalties</b>
<p>If no other penalty is specifically or by adoption prescribed by a particular ordinance or in this document, the general penalty for violation of the ordinance is:</p> <ul style="list-style-type: none"> <li>• \$75 for the first offense.</li> <li>• \$150 for the second offense of the same ordinance within 365 days of the first offense.</li> <li>• \$300 for the third offense of the same ordinance within 365 days of the second offense.</li> </ul> <p>In accordance with AS 12.25.195 through 12.25.230, for a violation that cannot result in incarceration or the loss of a valuable license, a person may dispose of the citation without a court appearance by submitting to the clerk of court all of the following:</p> <ol style="list-style-type: none"> <li>1. Payment of the fine amount and the applicable surcharge listed in AS 12.55.039 and AS 29.25.074; and</li> <li>2. A copy of the citation signed by the person indicating the person's waiver of court appearance, entry of plea of no content, and forfeiture of the fine.</li> </ol> <p>When the fine is forfeited, a judgment of conviction shall be entered. The fine and applicable surcharge paid is complete satisfaction for the offense.</p>
<b>Section 1.08.013 Other Remedies</b>
<ol style="list-style-type: none"> <li>A. The city may institute a civil action against a person, including a minor as provided in AS 29.25.072, who violates an ordinance.</li> <li>B. A person who violates a provision of this code may be subject to injunctive relief, compensatory relief, and a civil penalty not to exceed \$1,000 for each violation.</li> <li>C. An action to enjoin a violation may be brought notwithstanding the availability of any other remedy.</li> <li>D. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall grant the injunction.</li> <li>E. Each day that a violation of a provision of this code continues constitutes a separate violation.</li> <li>F. This section does not bar other civil remedies.</li> </ol>
<b>Section 1.08.020 Penalty Surcharge</b>
<ol style="list-style-type: none"> <li>A. In addition to any fine or other penalty prescribed by law, a person who pleads guilty or nolo contendere to, forfeits bail for, or is convicted of:             <ol style="list-style-type: none"> <li>1. A violation of code comparable to a misdemeanor offense under AS 28.33.030, 28.33.031, 28.35.030, or 28.35.032 and adopted under AS 28.01.010 shall be assessed a surcharge of \$75.00;</li> <li>2. A misdemeanor or other violation of code if a sentence of incarceration may be imposed for the misdemeanor or ordinance violation, other than a provision identified in subsection (A)(1) of this section, shall be assessed a surcharge of \$50.00; and</li> </ol> </li> </ol>

3. A misdemeanor or a violation of code if a sentence of incarceration may not be imposed for the misdemeanor or ordinance violation shall be assessed a surcharge of \$10.00 if the fine or bail forfeiture amount for the offense is \$30.00 or more.
- B. The surcharge shall be deposited into the general fund of the state in accordance with AS 29.25.072.

Palmer Municipal Code (PMC) Chapter 1.10 City Seal			
Chapter 1.10 City Seal			
Section Title:	Section Citation:	Fine:	Fine Citation:
Use of Seal without Permission Prohibited	1.10.020	\$ 300	1.10.020 B

Palmer Municipal Code (PMC) Title 5 Business Licenses			
Chapter 5.13 Door-to-Door Solicitors			
Section Title:	Section Citation:	Fine:	Fine Citation:
License Fee and Failure to Apply	5.13.040	Applicable to all of PMC Chapter 5.13:	5.13.040
Carrying of License Required	5.13.100		5.13.100
Prohibitions	5.13.110		5.13.110
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	

Palmer Municipal Code (PMC) Title 6 Animals			
Chapter 6.08 Animal Regulations			
Section Title:	Section Citation:	Fine:	Fine Citation:
Cruelty to Animals	6.08.010	Applicable to all of PMC Chapter 6.08:	6.28.010
Animal Restrictions	6.08.020		6.28.010
Depositing Poison	6.08.030		6.28.010
Diseased Animals	6.08.040	First offense: \$ 75	6.28.010
Animal Noise	6.08.050	Second offense: \$ 150	6.28.010
Animal Odor	6.08.060	Third offense: \$ 300	6.28.010
Animals at Large	6.08.065		6.28.010
Animal Annoyance	6.08.067		6.28.010
Unattended Secure Animal	6.08.070		6.28.010
Disposal of Dead Animal	6.08.080		6.28.010
Confinement Requirements	6.08.090		6.28.010
Carrying Dogs Outside of Vehicle	6.08.100		6.28.010
Chapter 6.12 Licensing			
Section Title:	Section Citation:	Fine:	Fine Citation:
Registration – Dogs and cats	6.12.005		6.28.010

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

<b>Palmer Municipal Code (PMC) Title 8 Health &amp; Safety</b>			
<b>Chapter 8.10 Prohibiting Smoking in Places of Employment and Public Places</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Smoking Prohibited	8.10.020	Applicable to all of PMC Chapter 8.10:	8.10.070
Reasonable Distance	8.10.030		8.10.070
Areas Where Smoking Not Prohibited	8.10.040		8.10.070
Sign Posting and Other Requirements	8.10.050	First offense: \$ 100 Plus required surcharges	8.10.070
No Retaliation nor Waiver of Rights	8.10.060	Second offense: \$ 150 Plus required surcharges, for a second violation with 24 month period	8.10.070
Violations and Penalties	8.10.070	Third offense: \$ 300 Plus required surcharges, for a third or additional violation within a 24 month period Civil penalties may not exceed \$300 per violation	8.10.070
Enforcement	8.10.080		8.10.070
Other Applicable Laws	8.10.090		8.10.070
<b>Chapter 8.11 Marijuana Use and Prohibitions</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Consuming in a public place	8.11.030	\$ 100	8.11.030
Marijuana oil, flammable extraction	8.11.050	\$ 100	8.11.050

<b>Chapter 8.12 Fluoridation</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Public Water System	8.12.010	First offense: \$ 75	1.08.011
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 8.16 Sewage Disposal</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Waste Disposal Systems Required	8.16.010	First offense: \$ 100	1.08.011
		Second offense: \$ 200	
		Third offense: \$ 300	
<b>Chapter 8.20 Garbage Collection and Disposal</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Garbage Disposal System Use Required	8.20.010	Applicable to all of PMC Chapter 8.20:	8.20.130
Adequate Receptacles Required, Time Limit	8.20.050		8.20.130
Depositing Restrictions	8.20.060	First offense: \$ 75	8.20.130
Unauthorized Dumpster and Container Usage	8.20.070	Second offense: \$ 150 Third offense: \$ 300	8.20.130
Clean Premises Required	8.20.080		8.20.130
Unauthorized Dumping Prohibited	8.20.090		8.20.130
Occupant Duties – Containers	8.20.100		8.20.130
Vehicles	8.20.110		8.20.130
Refuse Accumulation Prohibited	8.20.120		8.20.130
<b>Chapter 8.36 Nuisances</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Designated – Prohibited	8.36.010	Applicable to all of PMC Chapter 8.36:	8.36.130
Specific Acts Designated	8.36.020		8.36.130
Acts Requiring Permit	8.36.025	First offense: \$ 75	8.36.130
Snow and Ice Removal	8.36.050	Second offense: \$ 150	8.36.130
Dumping Debris/Blocking Ditch	8.36.060	Third offense: \$ 300	8.36.130
Pump Locations	8.36.080		8.36.130
<b>Chapter 8.37 Junk Vehicles</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Junk Vehicles Unlawful	8.37.020	First offense: \$ 75	8.37.090
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 8.38 Nuisance – Junk, Litter and Unsightly Premises</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Final Notice to Abate Violation	8.38.060		1.08.011 or 1.08.013

Remedies	8.38.075		1.08.011 or 1.08.013
<b>Chapter 8.42 Fireworks</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Sales Prohibited	8.42.020	Applicable to all of PMC Chapter 8.42:	8.42.070
Authorized Uses	8.42.040		8.42.070
Permit Required	8.42.050		8.42.070
Permissible Uses	8.42.060	First offense: \$ 75	8.40.040
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Palmer Municipal Code (PMC) Title 9 Public Peace, Morals &amp; Welfare</b>			
<b>Chapter 9.02 Tampering with Public Notices</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.02.010	First offense: \$ 75	9.02.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.04 Impersonating an Officer</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.04.010	First offense: \$ 100	9.04.020
		Second offense: \$ 200	
		Third offense: \$ 300	
<b>Chapter 9.06 Interference with Public Justice</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Interfering with Officer Prohibited	9.06.010	First offense: \$ 75	9.06.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.12 Assault and Battery</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When – Definitions	9.12.010	First offense: \$ 75	9.12.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.20 Alcoholic Beverages</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Licensed Premises Closing Hours	9.20.010	Applicable to all of PMC Chapter 9.20:	9.20.050
Prohibited Acts Designated	9.20.020		9.20.050
Personal Liability	9.20.030		9.20.050
Election Day Sales Permitted	9.20.040	First offense: \$ 75	9.20.050
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Chapter 9.22 Gambling</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.22.010	First offense: \$ 75	9.22.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.24 Indecent Exposure</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.22.010	First offense: \$ 75	9.22.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.28 Obscenity</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Obscene Language Prohibited	9.28.010	Applicable to all of PMC Chapter 9.28:	9.28.050
Selling Obscene Materials Prohibited	9.28.020		9.28.050
Obscene Exhibitions Prohibited	9.28.030		9.28.050
Obscene Public Writing and Drawing Prohibited	9.28.040	First offense: \$ 75	9.28.050
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.30 Prostitution</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited – Procuring Prohibited	9.30.020	Applicable to all of PMC Chapter 9.30:	9.30.090
House of Ill Fame	9.30.030		9.30.090
Aiding in Prostitution Prohibited	9.30.040		9.30.090
Receiving Money from Prostitute Prohibited	9.30.50	First offense: \$ 75	9.30.090
		Second offense: \$ 150	
Remaining in House of Prostitution Prohibited	9.30.060	Third offense: \$ 300	9.30.090
Loitering for Prostitution Purposes Prohibited	9.30.070		9.30.090
Reputation Testimony Permitted	9.30.080		9.30.090
<b>Chapter 9.36 Disturbing Public Assemblies</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited Acts Designated	9.38.010	First offense: \$ 75	9.38.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.40 Trespass – Posting of Property</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Trespass – Posting of Property	9.40.010	First offense: \$ 75	9.40.020
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Chapter 9.48 Petit Larceny</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.48.010	First offense: \$ 75	9.48.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.50 Injury to Property</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Defacing Property– Injuring Animals	9.50.010	Applicable to all of PMC Chapter 9.50:	9.50.040
Injuring Plants or Fences	9.50.020		9.50.040
Injuring Monuments and Markers	9.50.030		9.50.40
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.56 Interference with Utilities</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Pollution of Drinking Water	9.56.010	Applicable to all of PMC Chapter 9.56:	9.56.030
Damage to Water or Utility System	9.56.020		9.56.030
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.58 Sale of Poison</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Selling Poison Without Label	9.58.10	First offense: \$ 75	9.58.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.60 Sale of Unwholesome Food</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.60.010	First offense: \$ 75	9.60.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.67 Curfew Hour for Minors</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Curfew Violations	9.67.020	Applicable to all of PMC Chapter 9.56:	9.67.050
Exceptions	9.67.030		9.67.050
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	



<b>Chapter 9.74 Discharge of Firearms</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When – Exceptions	9.74.010	First offense: \$ 75	9.74.020
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Palmer Municipal Code (PMC) Title 10 Vehicles &amp; Traffic *</b>			
<b>Chapter 10.04 Traffic Code</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Parking Prohibitions During Snow Accumulation and/or Drifting Snow Conditions	10.04.050	Applicable to all of PMC Chapter 10.04	10.04.050
Towing	10.04.055		10.04.055
No-Parking Areas – Identification	10.04.060 (B)	First offense: \$ 75	10.04.060
Parking Prohibited for Longer than 24 Hours	10.04.080	Second offense: \$ 150	10.04.080
		Third offense: \$ 300	
Prohibiting Parking that Obstructs Traffic	10.04.090		10.04.090
Prohibiting Parking in Construction Zones	10.04.100		10.04.100
<b>Chapter 10.08 Regulation of Off-Highway Vehicles</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Operation Requirements	10.08.020	Applicable to all of PMC Chapter 10.08:	10.08.100
Equipment	10.08.030		10.08.100
Speed and Time Restrictions	10.08.040		10.08.100
Driver's License Required	10.08.050	First offense: \$ 75	10.08.100
Towing	10.08.060	Second offense: \$ 150	10.08.100
Parent, Guardian or Other Person Responsible	10.08.070	Third offense: \$ 300	10.08.100

\*

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

<b>Palmer Municipal Code (PMC) Title 12 Streets, Sidewalks &amp; Public Places</b>			
<b>Chapter 12.16 Skateboards, Rollerblades and Similar Devices</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
	12.16.010	First offense: \$ 75	12.16.020

Skateboards, Prohibition and Regulation		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 12.24 Park and Recreational Facility Regulations</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
General Rules	12.24.025	First offense: \$ 75	12.24.050
		Second offense: \$ 150	
		Third offense: \$ 300	

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

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

Introduced by: City Manager Wallace  
Date: October 18, 2016  
1<sup>st</sup> Public Hearing: October 18, 2016  
2<sup>nd</sup> Public Hearing: December 6, 2016  
3<sup>rd</sup> Public Hearing: December 13, 2016  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 17-005**

**A Resolution of the Palmer City Council Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2017, and Ending December 31, 2017,**

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

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council that through the budget process, the City of Palmer adopts the attached five-year capital improvement program for a period of one (1) year, that being from January 1, 2017, through December 31, 2017.

Passed and approved by the City Council of the City of Palmer, Alaska, this thirteenth day of December, 2016.

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

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



RESOLUTION NO. 17-005  
ATTACHMENT  
FIVE-YEAR CAPITAL  
IMPROVEMENT PROGRAM

IS AVAILABLE ON THE CITY'S 2017 BUDGET  
PROPOSAL WEBPAGE AT  
[HTTP://WWW.CITYOFPALMER.ORG/INDEX.ASP?TY  
PE=B\\_BASIC&SEC={E0E6AEA2-32C9-4273-A20B-  
E38EF58EC5B0}&DE={06281746-011D-4CAE-91ED-  
D9BCD7393FE9}](http://www.cityofpalmer.org/index.asp?TYPE=B_BASIC&SEC={E0E6AEA2-32C9-4273-A20B-E38EF58EC5B0}&DE={06281746-011D-4CAE-91ED-D9BCD7393FE9})  
WITH HARD COPIES AVAILABLE FOR VIEWING  
AT THE MEETING.



**City of Palmer  
Action Memorandum No. 16-087**

**Subject:** City Council Statement of Non-Objection to the Renewal of Liquor License #39, for the Alaska State Fair, Located 1 Mile South of Palmer

**Agenda of:** December 13, 2016

**Council Action:** \_\_\_\_\_


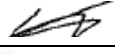

**Originator Information:**

**Originator:** City Clerk  
**Date:** November 22, 2016      **Requested Agenda Date:** November 13, 2016

**Department Information √:**

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

**Approved for presentation by:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation: \$ 0

This legislation (√):


- Has no fiscal impact       Creates a positive impact in the amount of: \$ \_\_\_\_\_  
 Creates a negative impact in the amount of: \$ \_\_\_\_\_

Funds are (√):

- Budgeted      Line item(s): \_\_\_\_\_  
 Not budgeted      Affected line item(s): \_\_\_\_\_

General fund unassigned balance (after requested budget modification): \$ \_\_\_\_\_

Enterprise unrestricted net position (after requested budget modification): \$ \_\_\_\_\_

Director of Finance Signature: 

**Attachment(s):**

- Review Form
- Renewal Notice

**Summary Statement:** The Alaska State Fair has applied for renewal of their liquor license. State law requires local governing bodies to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

**Administration Recommendation:** Authorize Action Memorandum No. 16-087.



# City of Palmer • Liquor License Review Form

**BUSINESS NAME:** Alaska State Fair, Inc.  
**LICENSE TYPE:** Recreational Site  
**LOCATION:** Within City Limits

**OWNER:** Alaska State Fair

*Route to: Department of Finance*

## Department of Finance

Sales Tax Current: ✓  Yes  No

If no, explain: \_\_\_\_\_

Utilities Current: ✓  Yes  No

If no, explain: \_\_\_\_\_

Special Assessments Current: ✓  Yes  No

If no, explain: \_\_\_\_\_

Other Comments: \_\_\_\_\_



Finance Director

11/22/16

Date

*Route to: Department of Community Development*

## Department of Community Development

Code Compliant: ✓  Yes  No

If no, explain: \_\_\_\_\_

Other Comments: \_\_\_\_\_



Community Development Director

11-28-2016

Date

*Route to: Department of Public Safety*

**Department of Public Safety**

Code Compliant: ✓

Yes  No

If no, explain:

\_\_\_\_\_

Other Comments:

\_\_\_\_\_



Chief of Police

11-28-16

Date

*Route to: City Manager's Office*

Other Comments:

None



City Manager

11/28/16

Date

**FORWARD TO COUNCIL FOR AGENDA OF: December 13, 2016**

*Route to: CLERK'S OFFICE*



November 18, 2016

City of Palmer

Attn: Janette Bower

Via Email: [jbower@palmerak.org](mailto:jbower@palmerak.org)

Cc: [mwhisenhunt@matsugov.us](mailto:mwhisenhunt@matsugov.us)

[permitcenter@matsugov.us](mailto:permitcenter@matsugov.us)

**Re: Notice of 2017/2018 Liquor License Renewal Application**

<b>License Type:</b>	Recreational Site	<b>License Number:</b>	39
<b>Licensee:</b>	Alaska State Fair, Inc.		
<b>Doing Business As:</b>	Alaska State Fair		

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

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

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Cynthia Franklin, Director

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



**City of Palmer  
Action Memorandum No. 16-088**

**Subject:** City Council Statement of Non-Objection to the Renewal of Liquor License #1274, for the Lou-Jack Palmer Bar, Located at 828 South Colony Way

**Agenda of:** December 13, 2016

**Council Action:** \_\_\_\_\_



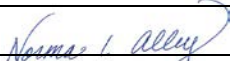
**Originator Information:**

**Originator:** City Clerk  
**Date:** November 22, 2016      **Requested Agenda Date:** November 13, 2016

**Department Information √:**

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

**Approved for presentation by:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation: \$ 0

This legislation (√):


- Has no fiscal impact       Creates a positive impact in the amount of: \$ \_\_\_\_\_  
 Creates a negative impact in the amount of: \$ \_\_\_\_\_

Funds are (√):

- Budgeted      Line item(s): \_\_\_\_\_  
 Not budgeted      Affected line item(s): \_\_\_\_\_

General fund unassigned balance (after requested budget modification): \$ \_\_\_\_\_

Enterprise unrestricted net position (after requested budget modification): \$ \_\_\_\_\_

Director of Finance Signature: 

**Attachment(s):**

- Review Form
- Renewal Notice

**Summary Statement:** The Lou-Jack Palmer Bar has applied for renewal of their liquor license. State law requires local governing bodies to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

**Administration Recommendation:** Authorize Action Memorandum No. 16-088.

# City of Palmer • Liquor License Review Form

**BUSINESS NAME:** Lou-Jack Palmer Bar  
**LICENSE TYPE:** Beverage Dispensary  
**LOCATION:** Within City Limits

**OWNER:** Lou-Jack Inc.

*Route to: Department of Finance*

## Department of Finance

Sales Tax Current: ✓  Yes  No

If no, explain: \_\_\_\_\_

Utilities Current: ✓  Yes  No

If no, explain: \_\_\_\_\_

Special Assessments Current: ✓  Yes  No

If no, explain: \_\_\_\_\_

Other Comments: \_\_\_\_\_

*L. Greene*

Finance Director

11/23/16

Date

*Route to: Department of Community Development*

## Department of Community Development

Code Compliant: ✓  Yes  No

If no, explain: \_\_\_\_\_

Other Comments: \_\_\_\_\_

*Sandra Harley*

Community Development Director

11-28-2016

Date

*Route to: Department of Public Safety*

**Department of Public Safety**

Code Compliant: ✓

Yes  No

If no, explain:

\_\_\_\_\_

Other Comments:

\_\_\_\_\_



Chief of Police

11-28-16

Date

*Route to: City Manager's Office*

Other Comments:

None



City Manager

11/28/16

Date

**FORWARD TO COUNCIL FOR AGENDA OF: December 13, 2016**

*Route to: CLERK'S OFFICE*





November 23, 2016

City of Palmer  
Attn: City Clerk  
Via Email: [cityclerk@palmerak.org](mailto:cityclerk@palmerak.org)  
Cc: [mwhisenhunt@matsugov.us](mailto:mwhisenhunt@matsugov.us)  
[permitcenter@matsugov.us](mailto:permitcenter@matsugov.us)

**Re: Notice of 2017/2018 Liquor License Renewal Application**

<b>License Type:</b>	Beverage Dispensary	<b>License Number:</b>	1274
<b>Licensee:</b>	Lou-Jack Inc.		
<b>Doing Business As:</b>	Lou-Jack Palmer Bar		

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

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

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Cynthia Franklin, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



**City of Palmer  
Action Memorandum No. 16-089**

**Subject:** Authorize the City Manager to Negotiate and Execute a 12 Month Contract Amendment for Dispatch Services with the Matanuska Susitna Borough in the Amount of \$900,000.00

**Agenda of:** December 13, 2016

**Council Action:** \_\_\_\_\_


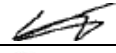

**Originator Information:**

**Originator:** City Manager

**Department Information  $\checkmark$ :**

Route to:	Department Director:	Signature:	Date:
	Community Development		
X	Finance		11/21/16
	Fire		
X	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: \$ 900,000.00

This legislation ( $\checkmark$ ):

- Creates revenue in the amount of: \$ 900,000.00
- Creates expenditure in the amount of: \$ \_\_\_\_\_
- Has no fiscal impact

Funds are ( $\checkmark$ ):

- Budgeted      Line item(s): 01-00-00-3422 (Dispatching Revenue)
- Not Budgeted

Director of Finance Signature: 

**Attachment(s):**

- Amendment 3 to Dispatch Services Contract
- Cooperative Services Agreement between the City of Palmer and Matanuska Susitna Borough for Dispatch Services.

**Summary Statement:**

The City of Palmer is concluding a 6 month contract extension with the Mat-Su Borough to provide emergency dispatch services. That extension expires on December 31st of 2016. The Mat-Su Borough has requested to extend the contract through December 31 of 2017. The twelve-month extension request is a result of the Borough releasing an RFP for a five-year contract to provide dispatch services without a funding mechanism in place. The successful proposer is anticipated, by the Mat-Su Borough, to assume responsibility for dispatching by January 1, 2018, or sooner.

The City of Palmer is the only entity reasonably positioned to provide emergency dispatch services to the Mat-Su Borough during the period of December 31, 2016, through any transition period in the future. Other than the duration of the agreement, overall price, and a shortened termination period there are no substantive changes compared to past amendments. The termination period is shortened from 180 days to 60 days, which would align with a future dual dispatch transition period.

The last 12-month extension was for \$863,823.00 for a year. The last six-month extension was for \$450,000.00. This extension is for \$900,000.00.

**Recommended Action:** Authorize Action Memorandum No. 16-089





FILE COPY

COOPERATIVE SERVICES AGREEMENT  
Between the  
CITIES OF PALMER and the MATANUSKA-SUSITNA BOROUGH  
For  
DISPATCH SERVICES

A. DEFINITIONS/PURPOSE

1. Definitions

In this Agreement:

- a. "Palmer" means the City of Palmer;
- b. "Borough" means the Matanuska-Susitna Borough;
- c. "Parties" means Palmer, and the Borough;
- d. "Dispatch center" means the communications center located in the Palmer Public Safety Building.

2. Purpose

This Agreement is entered into between the Parties to set out the terms and conditions under which Palmer will provide Dispatch services for the Borough. The Agreement covers operation, staffing, cost allocation, and funding provisions for the Dispatch center.

B. TERM

The term of the Agreement shall be July 1, 2014 thru June 30, 2015, subject to the termination provisions of Section L. This contract may be extended by one (1) year by agreement of both parties..

C. SERVICES PROVIDED BY PALMER

Palmer shall provide the following services to the Borough, and shall pay those costs associated therewith out of funds derived under this Agreement:

1. Twenty-four-hours-a-day, seven-days-a-week, E-911 telephone answering (call-taking) and Dispatching services, including the in-house telephone switch, telephone equipment and devices to include all incoming trunk lines, direct-inward-dialing (DID) lines, broadband internet services, and facsimile (FAX) lines not associated with the Enhanced 911 network (E-911).
2. The Dispatch facility shall be secure and provide for adequate protection against structural breach or compromise, either by natural forces or man-made. Additionally, the Dispatch center will have adequate space and power requirements to fulfill these services and have back-up power sources to ensure uninterrupted services.

COPY

3. Non-emergency telephone answering services for the Borough for telephone lines terminating in the Dispatch center or forwarded to the Dispatch center by the Borough.
4. Radio or telephone dispatching of emergency and non-emergency requests for services of the Borough. The services provided by the Borough include, but are not limited to:
  - a. Fire Services – currently eight fire service areas in the Borough;
  - b. Emergency Medical Services (EMS) – currently eight ambulance service areas and one first response unit area;
  - c. Rescue Services – currently eight rescue service areas;
  - d. Animal Care and Regulation – after-hours Dispatch of on-call personnel;
  - e. Incident Management Team (IMT) – Dispatch of the IMT during a disaster situation.
5. Accurate recording and logging of incoming and outgoing emergency calls, non-emergency requests for services, and to provide to the Borough such records of those calls as the Borough deems necessary. Voice and electronic records shall be maintained by Palmer for a period of at least seven (7) years and shall be made available to the Borough upon request.
6. Palmer provides non-discriminatory Dispatch services. However, calls are prioritized based upon their nature.
7. Palmer provides for at least two full-time equivalent Dispatchers to be scheduled and on duty at all times for seven days per week, regardless of the following conditions: annual (personal) leave, sick leave, vacancy of a position, and required Dispatcher training.
8. Palmer shall provide adequate training to the Dispatchers to assure their proper and competent performance under this Agreement. Such training shall, at a minimum, include the following, and all Dispatchers shall receive instruction or confirmation of proficiency in the following:
  - a. Basic telephone answering including all functions of the Dispatch center telephone system;
  - b. Use of the computer aided Dispatch (CAD) system(s);
  - c. Use of the Alaska Public Safety Information Network (APSIN);
  - d. Dispatch Center Policy and Procedures Manual;
  - e. Knowledge of the Borough, including the contacts and chain of command of the Borough;
  - f. Knowledge of the city and community boundaries in the Borough;
  - g. CPR, including annual refresher courses as required;
  - h. Emergency Medical Dispatch protocols and usage, including the ProQA software application in the CAD computer system;



- i. Use of the InterAct (or equivalent) computer aided Dispatch system and protocols, including proficiency in System Status Management (SSM) procedures;
  - j. U. S. Department of Transportation (DOT) Hazardous Materials Reference Guide; and,
  - k. Use of Enhanced 911 (E-911) software and system.
9. Palmer shall account for all funds received and expended under this Agreement, and such funds shall be accounted for in a separate section under the Palmer financial accounts.
10. Palmer shall expend funds under this Agreement for the sole and exclusive purpose of providing E-911 and Dispatch and related services for the Parties.
11. Palmer shall provide for an audit of the Dispatch funds to be made available to the Borough when Contractor's annual audit is completed which shall be no later than 120-days following the close of each Contractor budget year.
12. Palmer shall provide the Department of Emergency Services (DES) daily reports of all service calls and their respective information from the previous day (00:00 hours to 23:59:59 hours). Such reports will be sent to the DES office no later than 10:00a.m. on the following morning.
13. Palmer shall provide monthly reports (including year-to-date totals) to the Borough, and other (ad hoc) reports on an as-needed basis, to include but not limited to:
  - a. Total Calls – a report of all calls Dispatched by type of service;
  - b. E-911 Calls
    - i. Total E-911 calls taken;
    - ii. Time interval between Call Taken to Dispatch Time – an average of the time difference between the time the calls are answered by the E-911 call-taker to the time the calls are Dispatched to a station and/or field unit;
  - c. Service Area Response Times – a 90% fractile time-formatted report for each type of service Dispatched, for the following segments of Dispatch:
    - i. Time Dispatched to time enroute;
    - ii. Time enroute to time on-scene;
    - iii. Time on-scene to the time clearing the scene;
    - iv. Arrival time at hospital to time available for response; and
    - v. Time clearing the scene to time in-quarters.
  - d. Medical Calls Report – number of medical calls by type of chief complaint.
14. Palmer shall promptly notify the Borough of any operational problems or malfunctions of Borough owned and provided equipment, software or services.
15. Palmer shall coordinate with the Department of Emergency Services on a real-time, and/or on an as-needed basis. This may include frequent communications between the Department of Emergency Services and the Dispatch Center by a variety of methods: direct telephone, e-mail, fax, and/or radio communications.

16. Palmer shall coordinate with the Borough the release of E-911 information to the public (written documents, recordings of any phone and radio traffic, etc.) regarding any 9-1-1 calls and/or any Dispatch information involving Borough assets. The Contractor shall release such items to the Borough, upon request.
17. Palmer agrees to not modify, alter, or place any software on any equipment provided through the Borough without the prior written approval of the Borough, which shall provide prompt written responses to Contractor regarding the request for approval.
18. If this Agreement is extended beyond calendar year 2014, Contractor shall provide to the Borough a proposed annual budget no later than 45 days prior to the budget being adopted by Contractor, and Contractor agrees to consider the comments and recommendations of the Borough in that budget.

**D. SERVICES PROVIDED BY THE BOROUGH**

The Borough shall provide the following equipment and services and shall pay for the costs of the items listed below out of funds arising out of the E-911 surcharge and the payment for the following shall not be credited to the Borough as part payment of its allocated share under this Agreement:

1. Provide multiple-position E-911 call-taking consoles (not including the furniture) and related software and equipment, including maintenance and repairs unless those repairs are a result of damage by Contractor, or its agents or employees, whether intentionally caused or not, but the Borough shall provide warranty work in any event.
2. Provide E-911 telephone circuits and network devices.
3. Provide the E-911 system to include software, database of maps and addresses, computer equipment and related items, including annual maintenance and repair, except damage caused by Contractor, its agents or employees, whether intentional or not, but the Borough shall provide warranty work in any event.

E. Borough shall provide the following equipment and services and shall pay for the costs of the items listed below, but the payment for the following shall not be credited to the Borough as part payment of its allocated share under this Agreement:

1. Provide an annual update of Borough operating procedures for Dispatch and provide any changes or modifications that may be required during the year.
2. Provide the Computer Aided Dispatch (CAD) system hardware and software; and, related maintenance and warranty. Any modifications or upgrades to the CAD system during this contract extension period will be at the sole discretion of the Borough.
3. Provide a radio system for the Dispatch of Borough emergency services such as fire, rescue, EMS, and emergency animal control.

4. Provide on an as-needed basis up to 12-hours-a-year in orientation training to new Dispatchers or as refresher training of current Dispatchers in Borough functions, operations and procedures.
5. Telephone lines and circuits to link Borough and the Dispatch center, including call forwarding lines and associated costs.
6. Borough shall promptly notify Contractor of any errors or omissions by Contractor, whether operational or otherwise, and Contractor will cure the problem.

F. RELATIONSHIP OF PARTIES

Palmer shall perform its obligations pursuant to the terms of this Agreement as an independent contractor of the Borough. The Borough shall participate with Palmer in an annual operational review of the Dispatch center and make recommendations on changes, modifications or improvements. The Borough shall not supervise or direct Palmer other than as provided in this section.

G. NON-DISCRIMINATION

In performing its duties and obligations under this Agreement, no party may discriminate against any person in violation of law.

H. ALLOCATION OF COSTS

1. Palmer shall provide the Borough with Palmer's written estimates of the total costs of operating the Dispatch center for FY 2013, reduced by any E-911 surcharge revenues provided by the Borough according to Section J, below.

I. PAYMENTS

1. The Borough agrees to pay to Palmer for Dispatch costs in the amount of \$848,550.
2. The Borough shall pay Palmer two semi-annual payments according to the following schedule:
  - a. 424,275 no later than July 31, 2014; and,
  - b. \$424,275 no later than January 30, 2015.

J. 911 SURCHARGE

By November first after each Borough fiscal year (July 1 through June 30), the Borough shall allocate to each City operating a Dispatch center the residual monies from the E-911 Revenue Surcharge as per Borough resolution.

K. USE OF E-911 DATA AND INFORMATION

Palmer shall provide training for the Dispatchers regarding the confidentiality and records access provisions of Borough's agreement with any and all Telephone Carriers connected to the E-911 system, based in part on Borough-supplied information specifying the training components.

L. TERMINATION FOR CONVENIENCE OF PARTIES

1. Either party may terminate this Agreement at any time by giving written notice to the other Parties of such termination, at least 180 days prior to the effective date of the termination.

2. Should Palmer terminate the Agreement, the Borough may negotiate other agreements with another party to continue the Dispatch functions.

M. MODIFICATIONS TO THE AGREEMENT

The Parties may, from time-to-time, require changes to this Agreement. Such changes must be agreed to by all Parties, in writing, prior to any change being implemented. Any such modifications or changes shall become a part of the Agreement.

N. THIRD PARTY BENEFICIARY

This Agreement is for the benefit of the Parties only and not for the benefit of any third party. The Parties understand and agree that, to the maximum extent possible all activities carried on hereunder concern the establishment, funding, use, operation or maintenance of an enhanced 911 system or are activities associated with those actions, and thus receive the immunity provided under AS 29.35.133 or AS 09.65.070 or both or any other law.

O. ASSIGNMENT

None of the Parties to this Agreement shall assign an interest in this contract and shall not transfer any interest in the same without the prior written consent of all Parties to this Agreement.

P. EFFECT OF WAIVER

The failure of any party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of any party thereafter to enforce each and every protection hereof.

Q. SEVERABILITY

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or in otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

R. GOVERNING LAW

Any civil action arising from this contract shall be brought in the superior Court for the Third Judicial District of Alaska at Palmer, only. The law of the state of Alaska shall govern the rights

and obligations of the Parties. The common law rule of construction against the drafter does not apply to this Agreement.

S. INTERPRETATION AND ENFORCEMENT

This Agreement is being executed by the Parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions, but are for identification purposes only.

T. NOTICES

Any notice required pertaining to the subject matter of the contract shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

To the City of Palmer  
City of Palmer  
Chief of Police  
231 West Evergreen  
Palmer, Alaska 99645

Copy to:  
City of Palmer  
City Manager  
231 West Evergreen  
Palmer, Alaska 99645

To the Matanuska-Susitna Borough  
Matanuska-Susitna Borough  
Director of Emergency Services  
680 North Seward Meridian Parkway  
Wasilla, Alaska 99654

Copy to:  
Matanuska-Susitna Borough  
Borough Manager  
350 East Dahlia Avenue  
Palmer, Alaska 99645

U. ENTIRE AGREEMENT

This instrument and all appendices and amendments hereto embody the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than these contained herein, and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the Parties.

V. ACKNOWLEDGMENT

The Parties acknowledge that they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of their choice, and are executing this Agreement of their own free will.

**CITY OF PALMER**

  
\_\_\_\_\_  
JOE HANNAN, Manager

Date 10/0/14

STATE OF ALASKA )  
 )ss  
Third Judicial District )

On October 6, 2014, Joe Hannan personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he signed it.



Alice M Williams  
NOTARY PUBLIC  
My Commission expires: Jul 25, 2016

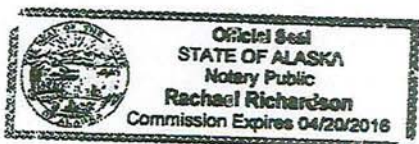
MATANUSKA-SUSTINA BOROUGH

[Signature]  
JOHN MOOSEY, Manager

9-26-14  
Date

STATE OF ALASKA )  
 )ss  
Third Judicial District )

On September 26, 2014, John Moosey personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he signed it.



Rachael Richardson  
NOTARY PUBLIC  
My Commission expires: April 20, 2016

**City of Palmer  
Action Memorandum No. 16-090**

**Subject:** Authorize the City Manager to Negotiate and Execute a Replacement Lease Agreement with ADD Investments, LLC for the Lease of Approximately 6.93 Acres of Land on Cope Industrial Way at the Palmer Municipal Airport

**Agenda of:** December 13, 2016

**Council Action:** \_\_\_\_\_


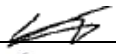
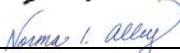
**Originator Information:**

**Originator:** Frank J. Kelly, Airport Superintendent  
**Date:** November 28, 2016      **Requested agenda date:** December 13, 2016

**Department Information √:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance		_____
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	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: \$ 12,083.00

This legislation (√):


- Has no fiscal impact       Creates a positive impact in the amount of: \$ 12,083.00  
 Creates a negative impact in the amount of: \$ \_\_\_\_\_

Funds are (√):

- Budgeted      Line item(s): 03-00-00-3431 (Land Lease Revenue)  
 Not budgeted      Affected line item(s): \_\_\_\_\_

General fund unassigned balance (after requested budget modification): \$ \_\_\_\_\_

Enterprise unrestricted net position (after requested budget modification): \$ \_\_\_\_\_

Director of Finance Signature: 

**Attachment(s):**

- Draft Replacement Lease
- Lease Lot Map
- Apron D Lease Lot Diagram
- Large Aircraft Apron Expansion Diagram

**Summary Statement:** On January 26, 2016, the City Council approved AM No. 16-014, authorizing the City Manager to negotiate and execute a Palmer Municipal Airport lease to ADD Investments, LLC. This lease was on a newly converted lease lot from the old Apron D small aircraft tie down space. On February 1, 2016, a new lease was executed for a lease lot with dimensions of 126' X 550'. When considering a 120' X 120' building as outlined in the original lease, on a 126' wide lot with a 10' building set back and taxiway set back requirements, the lease lot will not accommodate the proposed building or aircraft type (Turbo DC3).

To remedy this situation ADD Investments, LLC would like to lease proposed Lease Lot 7A (Approximately 6.93 acres) off of Cope Industrial Way next to Hageland Maintenance Group. They would also like a first right of refusal option on proposed lease lot 7B (Containing approximately 5.035 acres) which is adjacent. Due to the nature of the problem with the original lease lot on old Apron D and the cost of development associated with proposed lease lot 7A, the following good faith effort is proposed in the Replacement Lease Agreement No. 16-001 attached.

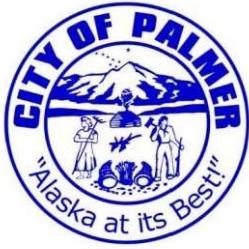
- The City of Palmer will share the geotechnical costs at 50% with ADD Investments, minus the cost of the aviation set back diagrams and alternatives provided by HDL for the City of Palmer in an amount not to exceed \$12,000.00 taken as a \$1,000.00 per year reduction on the lease payment received from ADD Investments.
- To compensate for the much higher development costs associated with Lease lot 7A, ADD Investments will receive a graduated lease rate as follows:
  - \$0.04 cents per square foot for the first five year period
  - \$0.05 cents per square foot for the next five year period
  - \$0.055 cents per square foot for the next five year period
  - After 15 years, the lot will be subject to the same fair market evaluation as all other lease lots on the Airport.

With the above schedule incorporated into the new Replacement Lease Agreement, it is anticipated that this lease will generate at least \$207,000.00 in lease revenue to the airport over the first 15 years of this lease. Aeronautical side access will be given through the proposed Large Aircraft Apron expansion as seen in the attached diagram and incorporated into the upcoming Rehabilitation & Repaving Project for Runway 16/34 to be completed by the fall of 2017.

This Large Aircraft Apron expansion project within the larger project has been preliminarily approved by the FAA with the final award and grant anticipated in May or early June, 2017.

**Administration Recommendation:** Authorize Action Memorandum No. 16-090.





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

**PALMER MUNICIPAL AIRPORT  
REPLACEMENT LEASE AGREEMENT No. 16-001**

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DRAFT

Office Use Only:

Lease entered into on: \_\_\_\_\_

Lease ending date: \_\_\_\_\_

First rate adjustment date: \_\_\_\_\_

Second rate adjustment date: \_\_\_\_\_

Third rate adjustment date: \_\_\_\_\_

Fourth rate adjustment date: \_\_\_\_\_

Fifth rate adjustment date: \_\_\_\_\_

Sixth rate adjustment date: \_\_\_\_\_

Date lease was renewed: \_\_\_\_\_





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

**PALMER MUNICIPAL AIRPORT  
REPLACEMENT LEASE AGREEMENT No. 16-001**

This LEASE AGREEMENT is made and entered into this \_\_\_\_\_ (date), by and between the City of Palmer, a municipal corporation organized and existing under its charter and the laws of the State of Alaska, hereinafter referred to as the "Lessor", and ADD Investments, LLC., hereinafter referred to as the "Lessee".

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

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

**ARTICLE I - PREMISES, TERM AND RENTALS**

**Section 1.1 Premises and Purpose**

A. Lessor does hereby lease, demise and let unto Lessee, and Lessee does hereby lease from Lessor, real property more particularly described as Lease lot 7A a parcel of land located within Tract B, Palmer Municipal Airport recorded as Plat No. \_\_\_\_\_ In the Palmer Recording District, Third Judicial District, State of Alaska and further described as follows:

Legal Description to be developed: Currently described as Lease Lot 7A, of approximately 6.93 Acres

Containing 302,069 Square Feet, more or less, as shown on the drawing exhibit attached hereto;

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

A 40' natural vegetation barrier shall remain in place from the fence line off Cope Industrial Way along the westerly lot line, except where driveway access shall be granted by the City of Palmer in accordance with all prevailing and applicable standards.

- B. Lessee shall use the Premises for the following Aeronautical uses only, and for no other: Operation of Air Service, Air Taxi, Aerial Application and Air Cargo Delivery Business.
- C. Any use of the Premises for Non-Aeronautical activity is strictly prohibited, unless an approved amendment to this lease is adopted and fair market value rates for Non-aeronautical areas are applied.

## Section 1.2 Term and Renewal

- A. The term of the lease shall be for a period of 30 years, commencing on the 1<sup>st</sup> day of February 2016 (the "Commencement Date") and ending on the 31<sup>st</sup> day of January of 2046, subject to the terms of provisions hereof.
- B. Provided Lessee fully and faithfully performs all of the covenants and conditions contained herein for the term of the Lease, Lessor may approve an additional period of 20 years at the expiration of this Lease so that the total number of years available to Lessee is 50 years. As with the initial term at the start of and continuing through the renewal period,
1. The rental rate will continue to be subject to changes as provided in Section 1.4 "Rent Adjustment,";
  2. The renewal insurance provision as provided in Section 4.3 will apply along with any other changes made in accordance with Section 4.3;
  3. The Lease will be subject to such other and further changes as are deemed necessary by Lessor for the reasonable protection of Lessor;
  4. In addition, if this Lease is renewed, it shall be subject to all provisions of the Palmer Municipal Code and to the City's Regulations that pertain to the Airport in effect at the time of the renewal or amended thereafter. Including but not limited to the current airport regulations.
- C. To renew this Lease, Lessee must comply strictly with the following:
1. Not more than 24 months nor less than 12 months before the end of the term of this Lease, the Lessee must indicate in a signed writing delivered to the Palmer City Superintendent, the Lessee's request to exercise the option to renew this Lease.
  2. If Lessee fails to notify Lessor within said time period, this Lease shall be deemed terminated at the scheduled expiration date.

## Section 1.3 Rent

{As offset to development costs associated with Lease Lot 7A, Lessor grants Lessee a graduated reduction in rental price per square foot and a predetermined fixed rate for the first fifteen (15) years of this lease agreement as follows: Current market value of lease lots at the Palmer Municipal Airport range from \$0.06 to \$0.08 per square foot. Lessee will receive a reduction of rental rate for lease lot 7A and will be charged \$0.04 fixed for the first partial five year period, the second five years will receive a discounted fixed rate of \$0.05 per square foot, and the third five years at a discounted fixed rate of \$0.055 per square foot.}

- A. Lessee shall pay to the Lessor as rent during the term hereof the sums as follows below and continuing on the same day of each and every year thereafter during the term of the lease at the office of the Lessor set forth in Section 7.8 or at such other place as the Lessor may designate in writing.
1. Lessee shall pay \$12,083.00 per year, payable annually in advance without demand, beginning July 1, 2017 and continuing on the same day of each year until July 1, 2020. In addition, Lessee shall pay the prorated amount from execution of lease to July 1, 2017 (\$12,083.00 - \$5,543.92 Pro-rated from original lease payment the sum of \$6,539.08).
  2. Lessee shall pay \$15,104.00 per year, payable annually in advance without demand, beginning July 1, 2021 and continuing on the same day of each year until July 1, 2025.

3. Lessee shall pay \$16,614.00 per year, payable annually in advance without demand, beginning July 1, 2026 and continuing on the same day of each year until July 1, 2030.
  4. Lessee shall also receive a reduction of \$1,000.00 per year in annual lease payment to compensate for one half (½) of the engineering expenses incurred for original lease lot development on Apron D. The sum total of all annual lease rate reductions shall not exceed \$12,000.00
  5. Failure to pay rent by the thirteenth day after the due date shall obligate the Lessee to pay a late charge of \$100.00, which sum is agreed to a reasonable estimate of the Lessor's damages for late rental payments and shall not be construed as a penalty or a limitation on Lessor's remedies.
  6. This late charge is in addition to a 12 percent daily interest rate.
- B. All rent shall be payable in current legal tender of the United States. Payment may be tendered by check, but payment shall not be made in fact until such check has been honored by the drawee bank. The tender of payment by check within the time provided shall be deemed sufficient to meet any due date only if the check is subsequently honored by the drawee bank and the Lessor subsequently receives the legal tender required by this Lease. Any subsequent dishonor and non-receipt of rent payment shall constitute a default of this Lease.
- C. The extension of time for the payment of any installment of rent, or the acceptance by the Lessor of any money other than of the kind herein specified, shall not be a waiver of the right of the Lessor to insist on all other payments of rent to be made in the manner and at the time herein specified. The acceptance by the Lessor of a past due installment payment shall not waive the Lessor's right as to any other default or breach of the Lease.
- D. The rent herein specified shall be net to the Lessor and such payment shall not be subject to any abatement, deduction or off set except as otherwise provided in this Lease.
- E. All taxes, charges, costs, expenses, utilities and assessments which the Lessee is required to pay hereunder, and all damages, costs and expenses which the Lessor may incur by reason of any default of the Lessee or failure on the Lessee's part to comply with the terms of the Lease, shall be deemed to be additional rent and in the event of nonpayment by the Lessee, the Lessor shall have all the rights and remedies with respect thereto that the Lessor has for the nonpayment of the basic rent.

#### **Section 1.4 Rent Adjustment**

- A. It is the intent of the parties that the Palmer Municipal Airport be a self-sustaining facility and operate without any support from the general fund of the Lessor.
- B. The rent shall be subject to adjustment at five (5) year intervals to achieve fair market rent, the first adjustment date is fifteen (15) years following the first prorated annual payment. The rent shall be adjusted as follows:
1. Six (6) months prior to the termination of the initial fifteen (15) year period and any subsequent five (5) year period, Lessor shall propose the rent for the next five (5) year period of the lease term and the parties hereto may, by mutual agreement, set the rent for the five (5) year period.
    - a. If an agreement is not reached ninety (90) days prior to the end of the current five (5) year period, the fair market rental value of the premises shall be determined by an appraiser selected by the lessor who shall (a) be a member of The American Institute of Real Estate Appraisers, and (b) have experiencing in appraising properties similar to the premises. (The "Qualified Appraiser"). The cost of the initial appraisal shall be born equally

between Lessor and Lessee. If either the Lessor or Lessee or both shall disapprove of the fair market rental of the premises as thus determined, the dissatisfied party(s) may then designate another Qualified Appraiser who shall conduct a second (or additional) independent appraisal(s) of the premises and the fair market rental of the premises shall be determined to be the average of the two appraisals. The cost of the additional appraisal shall be borne by the dissatisfied party. In the event that both the Lessor and the Lessee are both dissatisfied with the original appraisal than the cost of, the second appraisal shall be borne equally between the Lessor and Lessee.

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

### **Section 1.5 Determination of Fair Market Rent**

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

## **ARTICLE II - IMPROVEMENTS**

### **Section 2.1 Improvements**

- A. Promptly after the execution and delivery of this Lease, and as hereinafter more particularly provided, the Lessee at its own cost and expense shall cause plans and specifications to be prepared for the construction of the following building, structures and improvements to be placed on the leased Premises, hereinafter referred to as "Improvements".



1. Improvements consist of: Pre-engineered 14,400 square foot Steel Frame Aircraft Hanger on a concrete foundation.
  2. Gravel pad for aircraft movement and operations as needed, paved area TBD.
  3. Utilities from Cope Industrial Way of: Water, Sewer, Natural Gas, Electric, Telecommunications.
- B. Failure to timely complete the improvements shall constitute a condition of default.
- C. The improvements shall fully comply with all applicable federal, state, and municipal laws and regulations, including but not limited to federal, state, and municipal building, fire, construction and safety codes and zoning regulations and requirements.

### **Section 2.2 Plans and Specifications**

- A. The Lessee at its own cost and expense shall have prepared conceptual plans for improvements and shall prepare and submit them to the Department of Community Development and the Airport Superintendent on or before 90 days from the execution of the lease. The conceptual plans shall have a site plan, building floor plan, all four building elevations and the improvements to be constructed.
- B. The Lessee shall submit the conceptual plans required (as outlined by this section) within the time specified, or the Lessor shall have the right and privilege to terminate this Lease on ten (10) days written notice and if such notice is given this Lease shall terminate and shall be of no further force and effect at the expiration of such ten-day period.

### **Section 2.3 Conceptual Plans**

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

### **Section 2.4 Final Plans**

After the Airport Superintendent has notified the Lessee of his or her approval of the conceptual plans and specifications, the Lessee shall promptly apply to the Department of Community

Development for a building permit for any construction or building required to be erected by Lessee pursuant to this Article.

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

### **Section 2.5 Airport Superintendent's Approval**

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

### **Section 2.6 Compliance with part 77 FAR**

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

### **Section 2.7 Commencement of Construction**

It is understood by Lessor that the premises will require extensive site preparation work and that additional construction time is warranted. Therefore, Lessee has 24 months to fully complete improvements as previously described in section 2.1. If the Lessee has not commenced construction of the site preparation work by, on or before June 1, 2017, the Lessor shall have the right at Lessor's option to terminate this Lease on thirty (30) days written notice.

### **Section 2.8 Completion of Construction**

- A. The Lessee shall have completed construction of the Improvements by, on or before December 31, 2018.
- B. The construction shall be completed when the Improvements have been substantially completed and are capable of the use for which they were intended.
- C. If the Lessee has not completed the construction by the scheduled completion date the Lessor shall have the right, at Lessor's option, to terminate the Lease on ten days written notice.

### **Section 2.9 Liens**

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

be filed against the Premises or Improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, order of court or competent jurisdiction or otherwise.

### **Section 2.11 Performance Guarantee**

- A. The work, if funded by Lessee in excess of \$100,000, as described in this lease document shall not begin until the Lessee or Lessee's contractor has provided to the Lessor a performance guarantee in the form of a performance bond, escrow, an irrevocable letter of credit, or deed of trust in an amount equal to 110% of the estimated cost of the Improvements greater than \$100,000 to be accomplished, which guarantees the completion of the work by Lessee or Lessee's contractor in accordance with the plans and specifications approved by Lessor and guarantees the payment by Lessee or Lessee's contractor of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work, in a form approved by the City.
- B. The work, if funded by an Alaskan Financial Institution on behalf of the Lessee in excess of \$100,000, as described in this lease document shall not begin until the Lessee's Financial Institution has provided to the Lessor a "Letter of Guarantee" in an amount equal to 100% of the cost of improvements in a "Construction Escrow Account" and guarantees the payment by Lessee, Lessee's Contractor or Lessee's Financial Institution of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work, in a form approved by the City.
- C. Bonds shall be a performance bond from a company qualified by law to act as a surety in the State of Alaska. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Lessee as the principal. The surety must be rated by A.M. Best as an A or B surety.
- D. The Lessee may deposit cash in an escrow with a bank qualified by law to do business in the State of Alaska. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.
- E. The Lessee may provide to the City, an irrevocable letter of credit or loan commitment by a bank qualified by law to do business in the State of Alaska naming the City as beneficiary. The letter of credit or loan commitment agreement shall be in a form approved by the City.
- F. The Lessee may grant the City a first deed of trust on real property located in the Matanuska-Susitna Borough to secure the estimated cost of all improvements. The City will accept the first deed of trust if:
  - 1. The Matanuska- Susitna Borough's assessed value for the tax purposes equals or exceeds the amount to be secured by the deed of trust; and
  - 2. The City obtains at the Lessee's expense, a policy of title insurance from a recognized Title Company doing business in the Matanuska Susitna Borough naming the City as the insured beneficiary of the first deed of trust in the amount of the estimated cost of all improvements.

### **Section 2.12 Inspection**

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

receipt of any such notice the Lessee shall take steps necessary to correct any deficiencies, omissions or otherwise.

### **Section 2.13 Non-Responsibility**

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

### **Section 2.14 As Built Plans**

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

### **Section 2.15 Improvements Subject to Reversion or Removal**

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

### **Section 2.16 Alterations and Other Improvements**

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

### **Section 2.17 Pavement/Utility Services**

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

## **ARTICLE III - USE OF THE LEASED PREMISES**

### **Section 3.1 Airport Purposes**

- A. Lessee shall have the right to conduct on the premises those activities stated in Section 1.1 B only, and Lessee shall not use the Premises for any other purpose or activity without first obtaining the written consent of the Airport Superintendent to do so.
- B. In addition, Lessees' activities are to be aeronautical related activities as defined in the Federal Aviation Administration's (FAA's) Airport Compliance Handbook, FAA order 5190.6B and the FAA Revenue Diversion Policy and all planned development shall be consistent with the Palmer Municipal Airport Layout Plan and Master Plan.
- C. It is the purpose of this Lease to foster and abet air commerce at Palmer Municipal Airport and it is not the intent of this Lease to provide premises for uses which do not promote the development and use of Palmer Municipal Airport.
- D. All uses normally incidental to an airport such as car rental agencies, limousine service, restaurants, insurance sales, and other such incidental services not directly related to the

- maintenance and operation of aircraft are prohibited except when the Airport and the FAA have established that a specific facility is not currently needed for aeronautical purposes.
- E. Any non-aeronautical use must be limited and incidental.
  - F. Any non-aeronautical use must be approved by the Airport Superintendent and the FAA in writing prior to its commencement.
  - G. Any approved non-aeronautical use will be allowed only on an interim basis and will be phased out if aeronautical demand increases.
  - H. If a non-aeronautical use is approved, the rent provided in section 1.3 shall be increased to reflect the fair market value of the portion of the Premises used for non-aeronautical uses.
  - I. Requests for non-aeronautical uses will be made first to the Airport Superintendent and if approved by the Airport Superintendent and FAA, the non-aeronautical use and the conditions associated therewith will be detailed in an addendum to this Lease.
  - J. Lessee shall not use or permit any part of the Premises to be used for any unlawful purpose of or for any purpose or use that may constitute a nuisance or hazard to health, safety, or property.
  - K. Lessee shall not use or allow the Premises or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, or rule or regulation concerning the operation or use of Palmer Municipal Airport.

### **Section 3.2 Compliance with Laws**

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

### **Section 3.3 Hazardous Materials**

- A. Neither Lessee nor Lessee's agents shall cause or permit any Hazardous Materials or Substances to be brought upon, generated, stored, disposed of, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees without the prior written consent of Lessor.
- B. Lessee shall demonstrate to Lessor's reasonable satisfaction that such Hazardous Materials or Substances are necessary to Lessee's business and will be used, generated, disposed of, and stored in a manner that complies with all laws regulating any such Hazardous Materials or Substance so brought upon, generated, stored, disposed of or used in or about the Premises.
- C. Lessor may, at its option require Lessee to provide annual reports, submitted with the annual rent payment.
- D. The Lessee will report the kinds and quantities of Hazardous Materials or Substance on the Premises and how the Lessee complies with applicable laws regarding disposal.
- E. If Hazardous Material or Substances have been used, generated, disposed of or stored in or about the Premises during the term of this Lease, Lessor may, at its election, have any environmental assessment performed of the Premises, at the Lessee's expense, at the termination of this Lease or termination of Lessee's right to possession under this Lease.
- F. If any of the following occur;
  - 1. Lessee breaches the obligations in this section;
  - 2. The presence of Hazardous Material or Substance on the Premises caused or permitted by Lessee results in contamination of the Premises or contamination of any other property at the Palmer Municipal Airport; or

3. Contamination of the Premises or any other property at Palmer Municipal Airport by Hazardous Material or Substance otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom;
  - a. Then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, sums paid in settlement of claims, attorneys' fees, appellate attorney's fees, consultant fees, expert fees, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material or substance present in the soil or groundwater on or under the Premises which arise during or after the Lease term as a result of such contamination.
- G. Without Limiting the foregoing, if the presence of any Hazardous Material or Substance on the Premises caused or permitted by Lessee results in any contamination of the Premises or any other property at the Palmer Municipal Airport, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises and/or other property to the condition existing prior to the introduction of any such Hazardous Material or Substance; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or other property.
- H. As used herein, the term "Hazardous Material or Substance" shall be interpreted broadly to include, but not limited to, substances designated as hazardous under the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq., the Federal Water Pollution Control Act, 33 USC Section 1257 et seq. the Clean Air Act, 42 USC Section 2001 et seq the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601 et seq., Title 46 of the Alaska Statutes, or by any applicable federal, state, or local statute, regulation or ordinance now or hereafter in effect and as they may be amended or interpreted from time to time.
- I. The provisions of this Section 3.3 shall survive any termination of Lessee's right to possession of the Premises and/or termination of this Lease.

#### **Section 3.4 Americans with Disabilities Act**

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

#### **Section 3.5 Reservations and Exceptions**

This Lease is made by the Lessor and accepted by the Lessee conditioned upon and subject to any conditions, reservations, limitations, provisions or terms imposed upon the Premises of Palmer Municipal Airport, as contained in any grant (including any monetary grant or loan), lease,

permit, patent, deed, or any other conveyance to the Lessor of the Premises, or of Palmer Municipal Airport, from the United States, or the State of Alaska, including their agencies. In the event that any such condition, reservation, limitation, provision or term shall prevent, without fault of the Lessor, this Lease from continuing in full force and effect, the Lessor shall have the option to terminate this Lease immediately (and at any time) without liability to the Lessee therefor.

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

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

### **Section 3.7 Aircraft on Premises**

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

### **Section 3.8 Discriminatory Acts Prohibited**

- A. The Lessee shall furnish any service to be rendered by the Lessee in connection with or upon the Premises on a fair, equal and not unjustly discriminatory basis to all users thereof. In performing such services Lessee shall charge fair, reasonable and not unjustly discriminatory prices or rates for each unit of service furnished, provided the Lessee may take reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume users or purchasers.
- B. The Lessee, in its use and occupancy of the Premises, shall not discriminate against any person or class of persons by reason of race, color, creed or national origin, or by reason of any other basis that is illegal or becomes illegal during the term of this Lease, any extension, or any holdover period.
- C. The Lessor upon ten (10) days' notice to the Lessee of any violation of this section shall request that the Lessee either correct or justify any practice or charge alleged as a violation.
- D. In any proceeding whatsoever the burden of justification shall be on the Lessee to show that the practice or charge does comply with the requirements of this section. The Lessee,

within ten (10) days after receipt of the notice, shall comply with the request or submit to the Lessor its justification in writing. The Lessor shall submit its findings and decision as to any alleged violation within fifteen (15) days after the receipt of the Lessee's justification, and such findings and decision of the Lessor shall be final. The Lessee shall waive any defense that the alleged violation is justified, unless the Lessee, in writing, notifies the Lessor within ten (10) days of its objections to any request for compliance or to any adverse findings and decision.

- E. The Lessor, at its option, may forthwith terminate this Lease without any liability to Lessee thereunder for failure by Lessee without justification to comply with Lessor's request for compliance within the time set forth in the request or the findings and decision to correct the alleged violation.

### **Section 3.9 Affirmative Action**

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

### **Section 3.10 Maintenance of Premises**

- A. Lessee shall repair and maintain the Improvements in good order and repair and keep the Premises in a neat, safe, clean and orderly condition. Such obligation shall include, but not be limited to, the prevention of the accumulation of any refuse or waste materials which might be or constitute a fire hazard or a public or private nuisance.
- B. In the event that Lessee does not properly repair and/or maintain the Improvements or Premises, the Airport Superintendent shall notify the Lessee in writing of those areas that are not being properly repaired and/or maintained.
- C. If, however, after 60 days, Lessee fails to make such repair and/or maintenance, Lessor may cause to have such repair and maintenance made and invoice the Lessee for the repair and maintenance completed.



- D. If said costs are not paid promptly by Lessee, the lease shall be deemed to be in default, and Lessor shall be entitled to all legal remedies provided hereunder.
- E. Lessee shall neither cause nor allow any waste of the Premises or Improvements. In addition, Lessee shall be strictly liable for any waste of the Premises or Improvements and for any damage to reversion.

### **Section 3.11 Signs**

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

### **Section 3.12 Improvements and Alterations**

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

- A. Prior to commencing construction, renovation, enlargement, demolition, or modification of leasehold improvements now or hereafter existing on the Premises, Lessee shall submit to the Airport Superintendent plans and specifications for such work (including plans for landscaping and irrigation, if any) and timeline for various phases of work.
- B. The Airport Superintendent shall approve or disapprove such plans and specifications and accompanying timeline at his or her sole discretion.
- C. Upon Lessee's receipt of the Airport Superintendent's written approval of such plans and specifications, Lessee agrees to construct the proposed leasehold improvements in strict accordance with such plans and specifications and timeline.
- D. The Airport Superintendent's approval of submitted plans and specifications shall not constitute the assumption of any liability by Lessor for their compliance or conformity with applicable building codes, zoning regulations, and city borough, state and federal laws, ordinances and regulations, or for their accuracy, and Lessee shall be solely responsible for such plans and specifications.
- E. The Airport Superintendent's approval of plans and specifications shall not constitute a waiver of Lessor's right to therefore require Lessee to amend the same to provide for any corrections or omissions needed to comply with applicable building codes, zoning regulations, city, borough, state or federal laws, ordinances or regulations.
- F. The review and approval required by Section 3.12 is in addition to any other review and approval needed for any required building permits or similar authorizations.
- G. Lessee shall obtain all necessary licenses and permits to accomplish any of the work described in Section 3.12. Nothing in this Lease is intended to limit or restrict the City of Palmer in the exercise of its police power, authority to enforce building, fire and other safety codes, laws, ordinances, or regulations.
- H. Lessee agrees to comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations prior to the construction of the Improvements and prior to the construction of any future building or structure situated on the Premises.
- I. Any contract or agreement for labor, services, materials or supplies furnished in connection with construction or alteration of any improvement to the Premises shall provide that no lien,

claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Premises or the improvements.

- J. Before the commencement of any such work, Lessee shall deliver to Lessor either an executed duplicate original of such contract or a written waiver by the architect, engineer, contractor, material man, mechanic, person or corporation named in such contract of all right of lien which he or it might otherwise have upon or against the Premises, or the improvements to be constructed or altered, or the interest of Lessor therein.
- K. Lessee hereby warrants to Lessor that the Premises and all such other improvements thereto, shall be free and clear of all liens, claims and encumbrances and agrees to indemnify, defend and hold Lessor harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees and appellate attorneys' fees, with respect thereto.
- L. If any lien or notice of lien on account of the alleged debt of Lessee or lien or notice of lien by any party engaged by Lessee or Lessee's contractor to work on the Premises shall be filed against the Premises or improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, order of court or competent jurisdiction or otherwise.
- M. The work, if funded by Lessee in excess of \$100,000, as described in this lease document shall not begin until the Lessee or Lessee's contractor has provided to the Lessor a performance guarantee in the form of a performance bond, escrow, an irrevocable letter of credit, or deed of trust in an amount equal to 110% of the estimated cost of the Improvements greater than \$100,000 to be accomplished, which guarantees the completion of the work by Lessee or Lessee's contractor in accordance with the plans and specifications approved by Lessor and guarantees the payment by Lessee or Lessee's contractor of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work, in a form approved by the City.
- N. The work, if funded by an Alaskan Financial Institution on behalf of the Lessee in excess of \$100,000, as described in this lease document shall not begin until the Lessee's Financial Institution has provided to the Lessor a "Letter of Guarantee" in an amount equal to 100% of the cost of improvements in a "Construction Escrow Account" and guarantees the payment by Lessee, Lessee's Contractor or Lessee's Financial Institution of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work, in a form approved by the City.
- O. All alterations, buildings, structures or other improvements placed on the Premises by Lessee shall be subject to section 7.6 of this Lease.

### **Section 3.13 Quiet Possession**

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

### **Section 3.14 Lessee's option to Terminate**

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

- C. The Lessor shall notify the Lessee in writing, of the prohibition, or intended prohibition, and the failure of the Lessee to exercise the option to terminate within thirty (30) days shall extinguish the Lessee's option to terminate.

### **Section 3.15 Lessor's Option to Terminate**

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

### **Section 3.16 Right of Entry and Access**

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

### **Section 3.17 Lessor's Improvements**

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

- F. In the event of abandonment or default, any Lessee improvement will become the property of the Lessor.

### **Section 3.18 Aviation Easement**

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

### **Section 3.19 Right-of-Way and Easement**

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

## **ARTICLE IV - TAXES, INDEMNIFICATION, AND INSURANCE**

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

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

### **Section 4.2 Indemnification**

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

independent contractors, or employees, unless caused by or resulting from the sole negligence of the Lessor or any of Lessor's agents or employees.

### **Section 4.3 Insurance**

- A. **Prior to the Commencement of Construction and no later than June 1, 2017,** the Lessee, at its own expense, shall secure and maintain in full force at all times during the term of this Lease:
1. Commercial general liability. Commercial general liability insurance with a single occurrence liability limit of \$1,000,000 and an aggregate of \$2,000,000 insuring against liability of Lessee, its officers, contractors, licensees, agents, employees, guests, invites and authorized representatives, arising out of and/or in connection with Lessee's use or occupancy of the Premises; or
  2. Airport premises liability. Airport premises liability insurance on an occurrence basis with a single combined liability limit of not less than \$1,000,000 occurrence and \$2,000,000 aggregate limit for bodily injury and property damage.
  3. If applicable, third-party aircraft liability insurance with a single combined liability limit of not less than \$1,000,000 per occurrence;
  4. Commercial property insurance in the amount of replacement costs.
  5. The Lessor reserves the right to require Lessee to provide pollution insurance as warranted by the proposed use of the Premises.
- B. This insurance required under this Section shall:
1. Name the Lessor as an "additional insured"
  2. Contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice;
  3. Be with an insurance company qualified to do business in the State of Alaska with a financial rating of at least "A" as rated in current Best's Insurance Reports;
  4. Include a waiver of subrogation clause by which the insurer waives all rights of subrogation against the Lessor for payments made under the policy; and
  5. Not contain a damage deductible for each and every loss that exceeds \$10,000.
- C. Lessee shall provide Lessor with proof of insurance coverage in the form of a certificate of insurance, and if requested by the Lessor, Lessee shall provide Lessor with a copy of the policy(ies). Failure to maintain such insurance in effect shall constitute grounds for immediate termination of this lease. Lessor may at its option purchase said insurance and charge the expense thereof to Lessee, which expense Lessee shall assume and pay.
- D. To reasonably protect itself, Lessor may adjust these minimum insurance requirements and add types of insurance or both by giving Lessee written notice of such adjustment ninety (90) days prior to the expiration of each five (5) year interval of the term of this Lease. Lessor may also adjust these minimum insurance requirements at any time if Lessee's use of the Premises changes, and in such event, Lessor shall give Lessee thirty (30) days written notice of such adjustment.
- E. The requirements of insurance coverage do not relieve Lessee from any other obligation under this Lease.

## **ARTICLE V - ASSIGNMENT AND SECURITY INTERESTS**

### **Section 5.1 Assignment and Subletting**

- A. Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Premises or sublease all or any part of the Premises, or allow any other person or entity to occupy

or use all or any part of the Premises without first obtaining Lessor's prior written consent. Lessor will not unreasonably withhold its consent; provided, however, if Lessor does unreasonably withhold its consent, Lessor shall not be liable for any damages, costs or attorney's fees arising therefrom.

1. Lessor may condition its consent upon such terms as are in its best interest, including but not limited to matters regarding laws, insurance, risks, Lessee's defaults or past practices, risks attributable to assignee, etc., but Lessor may not condition its consent upon raising the rent other than as already allowed under this Lease.
  2. Any assignment, encumbrance or sublease without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default.
  3. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this section.
- B. If Lessee is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of any partner or partners, member or members owning twenty-five percent (25%) or more of the partnership or LLC in one or more transactions, or the dissolution of the partnership or LLC, shall be deemed a voluntary assignment.
- C. If Lessee is a corporation any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of Lessee in one or more transactions, or the sale of twenty-five percent (25%) of the value of the assets of Lessee in one or more transactions without immediate replacement with assets of equal or greater worth, shall be deemed a voluntary assignment.
- D. Lessee hereby irrevocably assigns to Lessor, as security for Lessee's obligations under this Lease, all rent from any subletting of all or a part of the Premises, and Lessor, as assignee and attorney-in-fact for Lease, may collect such rent and apply it toward Lessee's obligations under this Lease, except that, until the occurrence of an act of default by Lessee, Lessee shall have the right to collect such rent as it becomes due, one payment period at a time, which payment period may never exceed one year.
- E. Lessee may not charge a sub-lessee a rent rate that changes from year to year, other than changes that result directly from changes made by Lessor, and Lessee shall never have the right to collect or receive rent in advance of when it is due. If the sub-lessee pays Lessee in advance and Lessor collects rent hereunder, then the sub-lessee must pay the advanced rent to Lessor and sub lessee may retrieve the advanced rent from Lessee. Neither this section nor collection of any such rent by Lessor shall be deemed to be Lessor's approval of any such sublease.
- F. If, as a result of an assignment or sublease, the Premises will be used for purposes other than as set forth in section 3.1 herein. The consent of the Palmer City Council and the FAA, if applicable, must be obtained. It is the policy of the City of Palmer to discourage non-aviation related uses. Additionally, if incremental revenues over and above the Lessee's Lease payments will be realized from the sublease or assignment pertaining to non-aeronautical uses, Lessor may raise Lessee's existing rent to fair market value at the time of the approval of the sublease.
- G. All assignment instruments shall include language whereby Assignee expressly assumes and agrees to pay the obligations of Lessee under this Lease.
1. No assignment shall release or diminish the obligations of any Lessee or any Guarantor for performance of Lessee's obligations hereunder and Lessee shall remain liable as if no assignment were made.
  2. Lessee and Assignee will be jointly and severally liable for such obligations.

3. Neither this section nor any payment of rent by such Assignee shall be deemed to be Lessor's approval of any such assignment.
- H. All sublease instruments shall provide that the sublease is subject to all of the terms, covenants and conditions of this Lease.
- I. Lessee agrees to pay to Lessor \$500 for any request by Lessee for Lessor to consent to any assignment or subletting by Lessee.

### **Section 5.2 Mortgage and Encumbrances**

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

## **ARTICLE VI - DEFAULT AND ENFORCEMENT**

### **Section 6.1 Default Defined**

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

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

## Section 6.2 Lessor Remedies on Default

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

- A. Lessor may, at its election, terminate this Lease or terminate Lessee's right to possession only, without terminating this Lease.
- B. Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession without termination of this Lease, Lessee shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Lessor, and Lessee hereby grants to Lessor full and free license to enter into and upon the Premises in such event with or without process of law and to repossess Lessor of the Premises and to expel or remove Lessee and any others who may occupy or be within the Premises and to remove and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Lessee hereby waiving any right to claim damage for such re-entry and expulsion and without relinquishing Lessors right to rent or any other right given to Lessor hereunder or by operation of law.
- C. Upon any termination of this Lease, whether by lapse of time or otherwise, Lessor shall be entitled to recover:
  1. The worth at the time of the award of the unpaid rent (including any amounts treated as additional rent) that had been earned at the time of termination;
  2. The worth at the time of the award of the amount by which the unpaid rent (including any amounts treated as additional rent) that would have been earned after the date of termination until the time of award exceeds the amount of the loss of rent for the same period that Lessee proves could have been reasonably avoided;
  3. The worth at the time of the award of the amount by which the unpaid rent (including a reasonable estimate of additional rent) for the balance of the term exceeds the amount of the loss of rent for the same period that Lessee proves could have been reasonably avoided; and
  4. Any other amount, full reasonable attorney's fees and court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.
- D. "The worth at the time of the award," used in this section, is to be computed by allowing interest as determined by the current bond rating from State of Alaska Municipal Bond Bank plus 5%. The "time of the award" is the date the Lessee is notified of the termination of the lease by the Lessor. Such notification shall be done by certified mail.
- E. Upon any termination of Lessee's right to possession only without termination of this Lease, Lessor may, at the Lessor's option enter into the Premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as provided in this section, without such entry and possession terminating this Lease or releasing Lessee, in whole or in part, from any obligation, including Lessee's obligation to pay the rent, including any amounts treated as additional rent hereunder, for the full term.
- F. Upon termination of Lessee's right to possession, Lessor may, but need not, relet the Premises or any part thereof for such rent and upon such terms as Lessor in its sole discretion shall determine (including, but not limited to, the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises) and Lessor shall not be required to accept any tenant offered by Lessee or to observe any instructions given by Lessee about such reletting.



- a. In any such case, Lessor may make repairs, alterations and additions in or to the, Premises, and Lessee shall, upon demand, pay the cost thereof, together with Lessor's expenses of reletting.
  - b. If the consideration collected by Lessor upon any such reletting plus any sums previously collected from Lessee are not sufficient to pay the full amount of all rent, including any amounts treated as additional rent here under and other sums reserved in this Lease for the remaining term hereof, together with the costs of repairs, alterations, additions, and Lessor's expenses of reletting and the collection of the rent accruing therefrom (including attorneys' fees), Lessee shall pay to Lessor the amount of such deficiency upon demand and Lessee agrees that Lessor may file suit to recover any sums falling due under this subpart from time to time.
- E. Lessor may, at Lessor's option, enter into and upon the Premises, with or without process of law, if Lessor determines in its sole discretion that Lessee is not acting within a commercially reasonable time to maintain repair or replace anything for which Lessee is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Lessee agrees to reimburse Lessor, on demand, as additional rent, for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.
- F. Any and all property which may be removed from the Premises by Lessor pursuant to the authority of this Lease or of law or in equity, to which Lessee is or may be entitled, may be handled, removed and stored, as the case may be, by or in the direction of Lessor at the risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof.
1. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Lessor's possession or under Lessors control.
  2. Any such property of Lessee not retaken by Lessee from storage within thirty (30) days after removal from the Premises shall conclusively be presumed to have been conveyed by Lessee to Lessor under this Lease as a bill of sale without further payment or credit by Lessor to Lessee; provided, however, Lessor may disclaim as to any item or items and the effect of such disclaimer will be that the item or items never became the property of Lessor.
- G. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent, additional rent or other sum due to Lessor, hereunder or of any damages accruing to Lessor by reason of the terms, provisions and covenants herein contained.
- H. No act or thing done by Lessor or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or an acceptance of the surrender of the Premises shall be valid unless in writing signed by Lessor.
- I. No judicial action shall be necessary to terminate this Lease.
- J. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

- K. Lessors acceptance of the payment of rental, including any amount treated as additional rental, or other sums hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Lessor so notifies Lessee in writing.
- L. Forbearance by Lessor to be deemed or construed to constitute a waiver of such default or of Lessor's right to enforce any such remedies with respect to such default or any subsequent default.
- M. If, on account of any breach or default by Lessee in Lessee's obligations under the terms and conditions of this lease, it shall become necessary or appropriate for Lessor to employ or consult with an attorney concerning this Lease or enforce or defend any of Lessor's rights or remedies hereunder, Lessee agrees to pay any attorneys' fees and appellate attorneys' fees so incurred.
- N. Lessor shall not be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon such reletting.

### **Section 6.3 Lessor's Failure to Enforce and Nonwaiver**

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

## **ARTICLE VII - GENERAL COVENANTS**

### **Section 7.1 Condition and Status of Premises**

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

### **Section 7.2 Risk of Loss**

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

### **Section 7.3 Repair or Rebuilding**

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

### **Section 7.4 Condemnation**

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

### **Section 7.5 Surrender of Premises**

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

### **Section 7.6 Reversion or Removal of Buildings and Improvements**

- A. Any and all buildings, structures, alterations or improvements placed by the Lessee upon the Premises shall, at the option of the Lessor, revert to and become the property of the Lessor at and upon the expiration or termination of this Lease and/or the termination of Lessee's right to possession of the Premises.
- B. Lessor, in its sole discretion, may require Lessee to remove part or all of said buildings, structures, alterations and/or improvements including, but not limited to, fuel tanks and lines, and partially or completely restore the Premises to the condition of the Premises at the inception of this Lease by sending written notice requesting such removal and restoration within sixty (60) days after such expiration or termination.
- C. Lessee shall then at its own expense complete such removal and restoration within ninety (90) days of the sending of such notice.

- D. At the conclusion of the current lease and extension period(s) the existing Lessee shall be given preference in executing a new lease on the same premises, provided that the proposed land use is compatible with the current Airport Layout Plan and the Lessee is otherwise in good standing with the City of Palmer and in substantial compliance with the existing lease.
- E. Section(s) 7.5 and 7.6 do not necessarily preclude a lessee from recovering value from Lessee's leasehold improvements by selling to a third party at any time during the lease term, provided that all other conditions of the active lease have been met. At such time, the buying third party would request a new lease or an assignment of the existing lease, and such request would not be reasonably withheld.

**Section 7.7 Holdover**

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

**Section 7.8 Notices**

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

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

Lessee's address: ADD Investments, LLC  
7836 Kiana Circle  
Anchorage, AK. 99507

**Section 7.9 Rights or Remedies**

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

**Section 7.10 Successors in Interest**

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

**Section 7.11 Applicable Law and Forum**

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

**Section 7.12 Recordation of Lease**

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

**Section 7.13 Severability**

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

**Section 7.14 Construction**

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

**7.15 Gender and Plurality**

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

**Section 7.16 Joint and Several Liability**

The obligations of each Lessee are joint and several.

**Section 7.17 Entire Agreement**

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

**LESSOR: CITY OF PALMER**

By: \_\_\_\_\_  
Nathan E. Wallace, City Manager





**Guarantor(s):**

Adam D. Hehl, individually

Douglas W. Glenn, individually

Odean T. Andrew, individually

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NOTARY**

STATE OF ALASKA )

)ss.

THIRD JUDICIAL DISTRICT )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Adam D. Hehl, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

\_\_\_\_\_  
Notary public in and for Alaska

My commission expires: \_\_\_\_\_

**NOTARY**

STATE OF ALASKA )

)ss.

THIRD JUDICIAL DISTRICT )

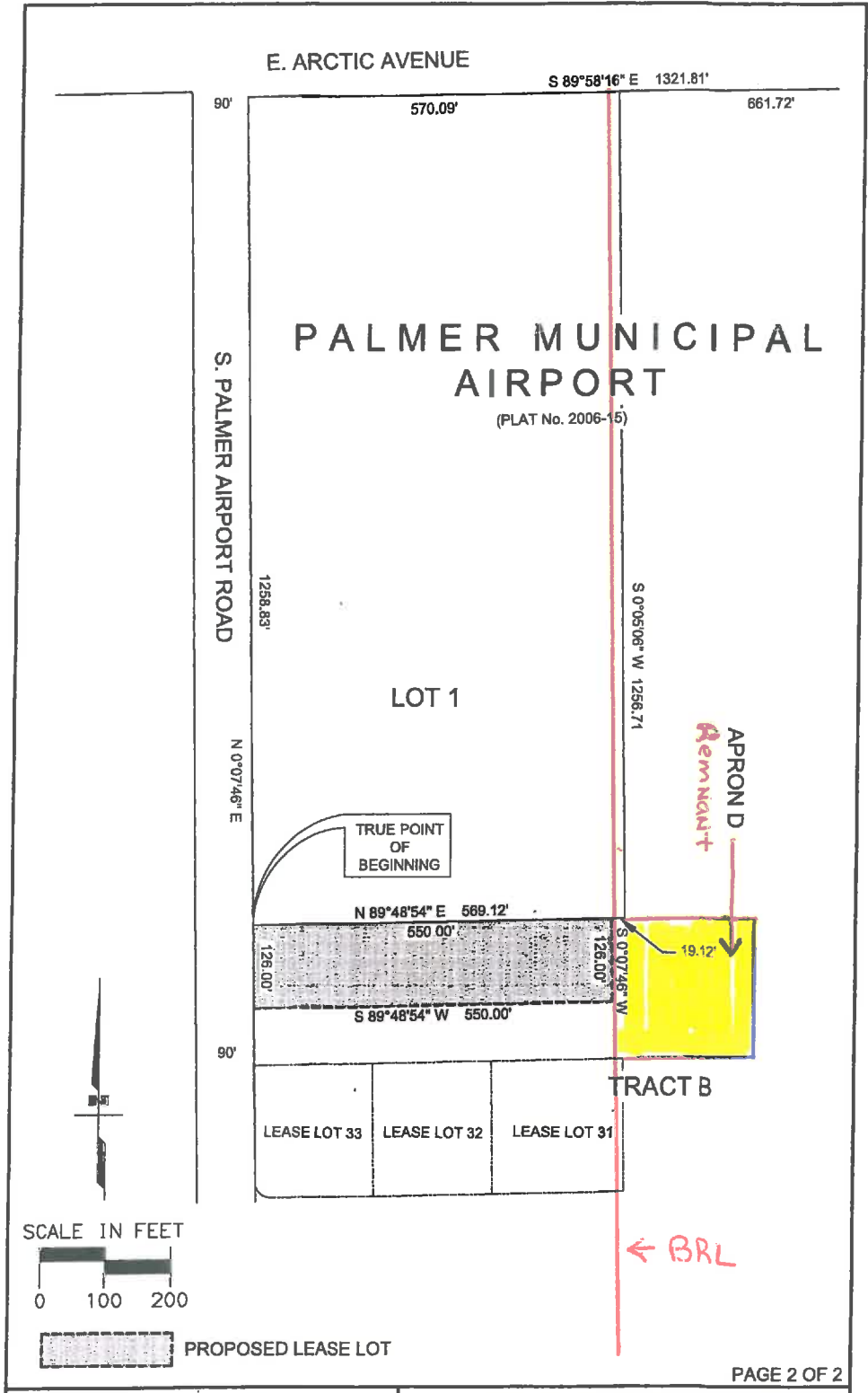
This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Douglas W. Glenn, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.







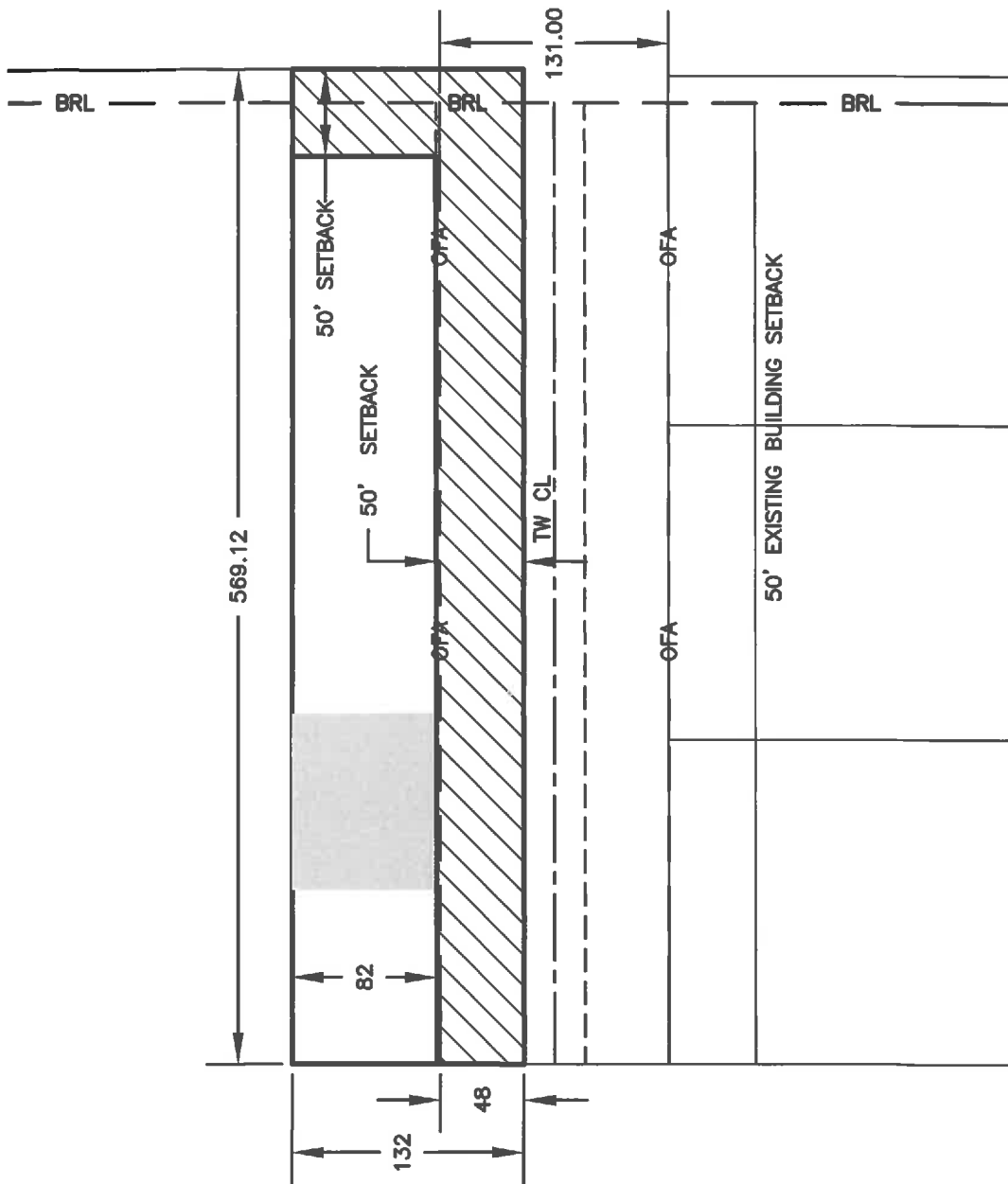




 PROPOSED LEASE LOT

PAGE 2 OF 2

CITY OF PALMER AIRPORT LEASE LOT DIAGRAM		PROPOSED GLENN AIR LEASE LOT CITY OF PALMER PO# 15-00794	
OWNER'S INITIALS: _____	EXISTING PARCEL AREA:	± 346.82 ACRES	
EXHIBIT: _____	PROP. LEASE LOT AREA:	± 69,299 S.F.	
PAGE ___ OF ___ DATED _____	REMAINING PARCEL AREA:	± 345.23 ACRES	
	SCALE: 1"=200'	DATE: 12-15-15	



NOTES

1. THIS IS A SCHEMATIC DETAIL. LOOK AT LCMF FOR MORE DETAIL.

**HDL ENGINEERING Consultants**

civil - geotechnical - surveying - environmental - material testing

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

City of Palmer  
 Palmer Airport  
 APRON D ALT 2

DATE: NOVEMBER 2016

DRAWN BY: TV

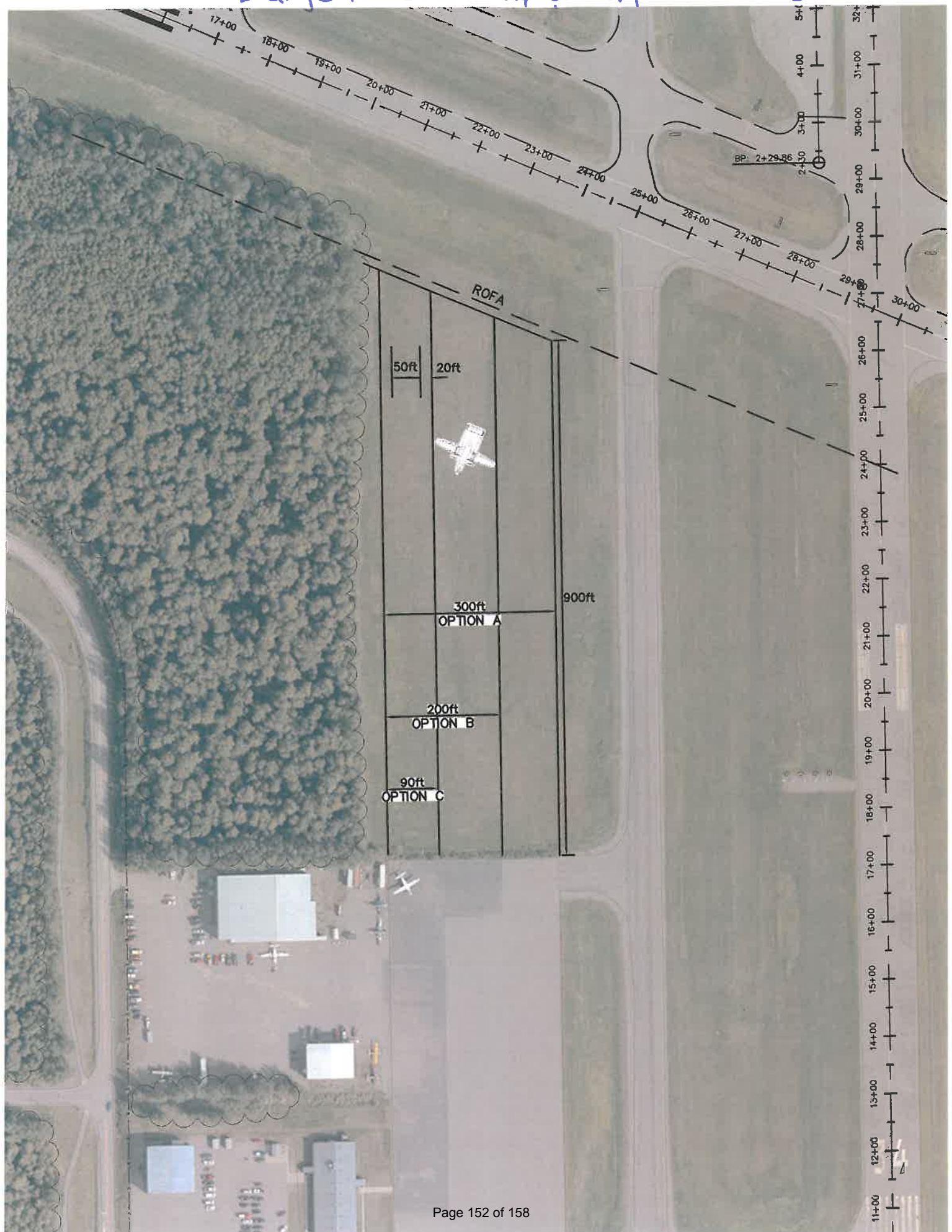
SHEET: 3

SCALE: 1" = 100'

CHECKED BY: TA

JOB NO.: 16-020

# Large Aircraft Apron Expansion Diagram



**City of Palmer  
Action Memorandum No. 16-091**

**Subject:** Appointment of a Member of the City Council to Serve as an Alternate City of Palmer Representative on the Matanuska-Susitna Borough's Marijuana Advisory Commission

**Agenda of:** December 13, 2016

**Council Action:** \_\_\_\_\_

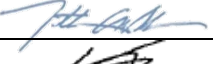


**Originator Information:**

**Originator:** Mayor DeVries – via City Clerk  
**Date:** November 22, 2016      **Requested agenda date:** December 13, 2016

**Department Information :**

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

**Approved for presentation by:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation: \$ 0

This legislation (√):


- Has no fiscal impact       Creates a positive impact in the amount of: \$ \_\_\_\_\_  
 Creates a negative impact in the amount of: \$ \_\_\_\_\_

Funds are (√):

- Budgeted      Line item(s): \_\_\_\_\_  
 Not budgeted      Affected line item(s): \_\_\_\_\_

General fund unassigned balance (after requested budget modification): \$ \_\_\_\_\_

Enterprise unrestricted net position (after requested budget modification): \$ \_\_\_\_\_

Director of Finance Signature: 

**Attachment(s):**

➤ None

**Summary Statement:**

The Matanuska-Susitna Borough has formed a Marijuana Advisory Commission with one member serving from the City of Palmer. Mayor DeVries serves as that member, but wishes to appoint an alternate to serve in her absence.

The City Council needs to appoint this member from amongst its membership.



**City of Palmer  
Action Memorandum No. 16-092**

**Subject:** Authorize the City Manager to Negotiate and Execute a Contract with the selected Law Firm for the Legal Services for the City of Palmer not to exceed \$160,000 from the request for proposal RFP #16-01CC

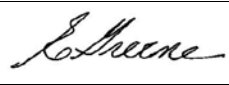
**Agenda of:** December 13, 2016

**Council Action:** \_\_\_\_\_


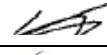

**Originator Information:**

**Originator:** City Manager  
**Date:** December 1, 2016      **Requested agenda date:** December 13, 2016

**Department Information √:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance		<u>12/2/16</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	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: \$ 160,000.00

This legislation (√):

- Has no fiscal impact       Creates a positive impact in the amount of: \$ \_\_\_\_\_  
 Creates a negative impact in the amount of: \$ 160,000.00

Funds are (√):

- Budgeted      Line item(s): Various  
 Not budgeted      Affected line item(s): \_\_\_\_\_

Director of Finance Signature: 

**Attachment(s):**

- RFP #16-01CC
- Draft Contract

**Summary Statement:** Based upon proposal evaluation, city council interviews, and direction provided upon identification of a successful proposer and notification of intent to award a contract on December 7<sup>th</sup>, the selected law firm will provide services as outlined in the submitted proposal and the contract as negotiated by the City Manager.

**Administration Recommendation:** Authorize Action Memorandum No. 16-092.

**City of Palmer**  
**Action Memorandum No. 16-085**

**Subject:** Approval to Cancel the December 27, 2016, Regular Council Meeting

**Agenda of:** November 22, 2016 – Postponed to December 13  
December 13, 2016

**Council Action:** \_\_\_\_\_

**Originator Information:**

**Originator:** Mayor DeVries – via City Clerk

**Department Information :**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>E. McNamee</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: \$ (711.00)

This legislation ():

- Creates revenue in the amount of: \$ \_\_\_\_\_
- Creates expenditure in the amount of: \$ \_\_\_\_\_
- Has no fiscal impact

Funds are ():

- Budgeted
  - Not Budgeted
- Line item(s): 01-02-10-6012 (Benefits) & 01-02-10-6013 (PT Salaries)

Director of Finance Signature: *E. McNamee*

**Attachment(s):** None

**Summary Statement:**

Traditionally the City Council has not held the second meeting in December. Palmer Municipal Code 2.04.080 states "A regular meeting may be canceled by the council...".