

City of Palmer Regular City Council Meeting

7 pm, Tuesday, September 13, 2016
Palmer City Council Chambers
231 W. Evergreen Avenue, Palmer

Clerk's Office: 907-761-1301
www.cityofpalmer.org



Mayor DeLena Johnson
Deputy Mayor Brad Hanson
Council Member Richard Best
Council Member Steve Carrington
Council Member Linda Combs
Council Member Edna DeVries
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, September 13, 2016
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.cityofpalmer.org

Agenda

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
 - 1. Approval of Consent Agenda
 - a. Introduction of **Ordinance No. 16-007**: Enacting Palmer Municipal Code Sections 10.04.120 Parking of Trailers and Recreational Vehicles Restricted and 10.04.130 Utility Connections Prohibited (IM 16-036) Page 7
 - b. **Action Memorandum No. 16-056**: Authorizing the City Manager to Negotiate and Execute an Agricultural Lease with Robert Shumaker for a Parcel of Land Containing Approximately 2.39 Acres of Airport Land Described as Lots 4 & 5 Mohan Subdivision Located on Outer Springer Loop..... Page 11
 - c. **Action Memorandum No. 16-062**: Authorizing the City Manager to Negotiate and Execute an Assumption of Proprietary Lease from the Estate of John H. Riggs to Gary A. and Odette M. Jamieson for Palmer Hangars Owners Association Unit No. 2 Lot 11 Block 3 at the Palmer Municipal Airport..... Page 21
 - d. **Action Memorandum No. 16-063**: Approving Board Member John Lee's Resignation from the Board of Economic Development Page 59
 - 2. Minutes of Previous Meetings
 - a. August 23, 2016, Regular Meeting..... Page 63
- E. Communication and Appearance Requests
 - 1. Airport Advisory Commission
- F. Reports
 - 1. City Manager's Report..... Page 71
 - 2. City Clerk's Report
 - 3. Mayor's Report
 - 4. City Attorney's Report
- G. Audience Participation
- H. Public Hearings
 - 1. **Resolution No. 16-023**: A Resolution of the Palmer City Council Accepting and Appropriating \$6,543.48 From the City of Houston to Provide Emergency Dispatch Services for the Period of July 1, 2016, through December 31, 2016 (IM 16-037) ... Page 79

- I. Action Memoranda
- J. Unfinished Business
- K. New Business
 - 1. **Resolution No. 16-024:** A Resolution of the Palmer City Council Adopting the City of Palmer Wastewater Facility Plan 2016 Update, Developed by HDR Alaska, Inc. (IM 16-39)Page 97
- L. Record of Items Placed on the Table
- M. Audience Participation
- N. Council Member Comments
- O. Executive Session
 - 1. Subjects That Tend to Prejudice the Reputation and Character of Any Person – City Manager (Note: Personnel action may be taken following the executive session)
- P. Adjournment

Tentative 2016 Palmer City Council Meetings:

| Meeting Date | Meeting Type | Time | Notes |
|---------------------|--------------|------|---------------------------------------|
| September 27 | Regular | 7 pm | |
| October 3 | Special | 7 pm | Joint BED & Guest Former Gov. Parnell |
| October 10 | Special | 6 pm | Election Certification |
| October 11 | Regular | 7 pm | |
| October 18 | Special | 6 pm | 2017 Budget |
| October 25 | Special | 6 pm | 2017 Budget |
| October 25 | Regular | 7 pm | |
| November 1 | Special | 6 pm | 2017 Budget |
| November 8 | Special | 6 pm | 2017 Budget |
| November 8 | Regular | 7 pm | |
| November 22 | Special | 6 pm | 2017 Budget |
| November 22 | Regular | 7 pm | |
| November 29 | Special | 6 pm | 2017 Budget |
| December 6 | Special | 6 pm | 2017 Budget |
| December 13 | Regular | 7 pm | |

consent agenda



**City of Palmer
Information Memorandum No. 16-036
Ordinance No. 16-007**

Subject: Ordinance No. 16-007: Enacting Palmer Municipal Code Sections 10.04.120 Parking of Trailers and Recreational Vehicles Restricted and 10.04.130 Utility Connections Prohibited

Agenda of: September 13, 2016

Council Action: _____

Originator Information:

Originator: City Manager
Date: August 16, 2016 **Requested agenda date:** September 13, 2016

Department Information:

| Route to: | Department Director: | Signature: | Date: |
|-----------|-----------------------|--------------------------------|----------------|
| _____ | Community Development | _____ | _____ |
| <u>X</u> | Finance | <u><i>E. Greene</i></u> | <u>8-22-16</u> |
| <u>X</u> | Public Safety | <u><i>James J. Westing</i></u> | <u>8-16-16</u> |
| _____ | Public Works | _____ | _____ |

Approved for presentation by:

| | Signature: | Remarks: |
|---------------|------------------------------|----------|
| City Manager | <u><i>J. G. Galt</i></u> | _____ |
| City Attorney | <u><i>J. H.</i></u> | _____ |
| City Clerk | <u><i>Norma L. Alley</i></u> | _____ |

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: \$ _____
 Negative impact in the amount of: \$ _____

Funds are (√):

Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund assigned balance (after requested budget modification): \$ _____

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

Director of Finance Signature: *E. Greene*

Attachment(s):

- Ordinance No. 16-007

Summary Statement: Ordinance No. 16-007 is presented to the Palmer City Council at the City Manager's request.

Proposed Ordinance No. 16-007 restricts the parking of all trailers and recreational vehicles on streets within the City of Palmer between the hours of 10:00 p.m. and 8:00 a.m., excluding Fridays from 10:00 p.m. through Mondays at 8:00 a.m. It also prohibits utility connections to trailers or other vehicles if such connections cross public rights of way.

Administration Recommendation: Adopt Ordinance No. 16-007.

Introduced by: Mayor Johnson
Date: September 13, 2016
Public Hearing: September 27, 2016
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Ordinance No. 16-007

An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Sections 10.04.120 Parking of Trailers and Recreational Vehicles Restricted and 10.04.130 Utility Connections Prohibited

THE CITY OF PALMER, ALASKA ORDAINS:

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

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

Section 3. Section 10.04.110 is hereby enacted to read as follows:

10.04.120 Parking of Trailers Restricted

- A. No trailer or recreational vehicle of any sort shall be parked on any city street, alley, or right of way from 10:00 p.m. through 8:00 a.m.
- B. This section does not apply from Friday evenings at 10:00 p.m. through Monday mornings at 8:00 a.m.
- C. A violation of this section is an offense punishable by the fine established in the current, adopted budget.

10.04.130 Utility Connections to Vehicles Prohibited

- A. No person shall permit, cause, or allow any electrical, water, gas, telephone or other utility connection (such as electrical cords, extension cords, hoses, cables, or other items) to encroach into any public right of way including across or above any street or sidewalk from a residential or commercial property, or a generator, to a vehicle.
- B. A violation of this section is an offense punishable by the fine established in the current, adopted budget.

Section 4. Effective Date. Ordinance No. 16-007 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this 27th day of September, 2016.

DeLena Johnson, Mayor

Norma I. Alley, MMC, City Clerk

**City of Palmer
Action Memorandum No. 16-056**

Subject: Authorizing the City Manager to Negotiate and Execute an Agricultural Lease with Robert Shumaker for a Parcel of Land Containing Approximately 2.39 Acres of Airport Land Described as Lots 4 & 5 Mohan Subdivision Located on Outer Springer Loop.


Agenda of: September 13, 2016

Council Action: _____


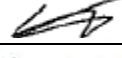
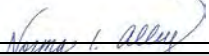
Originator Information:

Originator: Frank Kelly, Airport Superintendent
Date: August 11, 2016 **Requested agenda date:** September 13, 2016

Department Information √:

| Route to: | Department Director: | Signature: | Date: |
|-----------|-----------------------|--|---------|
| _____ | Community Development | _____ | _____ |
| X | Finance |  | 8/11/16 |
| _____ | 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: \$ **241.38**

This legislation (√):


- Has no fiscal impact Creates a positive impact in the amount of: \$ 241.38
 Creates a negative impact in the amount of: \$ _____

Funds are (√):

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

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

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

Director of Finance Signature: 

Attachment(s):

- Proposed Lease Agreement
- Property Maps

Summary Statement: This action memorandum authorizes the City Manager to negotiate and execute an agricultural lease with Mr. Shumaker to perform agricultural operations on 2.39 acres of airport land, of which said agricultural products are not by nature, bird attractants, and enacts very strict "Use of Property" language.

Mr. Robert Shumaker would like to lease approximately 2.39 acres of City of Palmer agricultural land located off the Outer Springer Loop across from the Golf Course. Mr. Shumaker will not plant crops this year and has agreed to keep the weeds plowed under until next spring when planting can begin.

The original proposed lease from May, 2013, was negotiated with Mr. Berberich but never executed due to a misunderstanding and inconsistent lease language. The lease rate of \$101.00 per acre is based upon the Fair Market Rent for agricultural properties at the airport, as determined by the real estate appraisal completed by Follett & Associates in July, 2010.

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

Palmer Municipal Code 3.20.090 allows for a two years or less lease without notice requirement. The term of this lease is for two years.

Administration Recommendation: Authorize Action Memorandum No. 16-056.

AGRICULTURAL LEASE AGREEMENT

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

1. Property and Rent. The property leased hereby is described as follows: Lots 4 and 5, Mohan Subdivision, containing 2.39 acres, as illustrated in Exhibit A attached hereto and incorporated herein. The rent shall be \$101.00 per acre per year, or \$241.38. This shall be paid in annual payments of \$241.38, per the following schedule: At the execution of this lease, the Lessee agrees to pay the lease payment for the 2017 agricultural growing season. Lessee then agrees to pay the annual rent on or before December 1, 2017 for the 2018 agricultural growing season. This lease rate is based upon the Fair Market Rent for agricultural properties at the airport, as determined by the real estate appraisal completed by Follett & Associates, July 2010 with a bid proposal from another party submitted to the City April 24, 2013 and not executed.
2. Term. The term of this lease is from December 1, 2016 until November 30, 2018.
3. Use of Property. The Property shall be used only for **the growing and harvesting of agricultural products or hay, which are not in nature, considered bird attractants. If under the sole opinion of the City of Palmer, said crops result in a bird attractant and are detrimental to Palmer Municipal Airport and aviation activities, at Lessees expense, Lessee will till agricultural crops under within seven (7) days written notice. Lessee understands that No appeal of this decision is possible.** The Property shall not be used for any other purpose.
4. Operations on Property. All operations conducted on the Property by the Lessee as incidents of use specified in paragraph 3 of this lease shall be conducted by the Lessee in accordance with the best course of agricultural stewardship practiced. Should the Lessee fail to take any action required by said best course of agricultural stewardship or should the Lessee fail to conduct any operation undertaken by him on the Property in accordance with said best course of agricultural stewardship, the Lessor may, after serving ten (10) days written notice of such failure on the Lessee in the manner provided for service of notices in this lease, terminate this lease.
5. Waste or Nuisance. The Lessee shall not commit or permit the commission by others any waste, petroleum products, or the release of any hazardous material on the Property; the Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Property; and the Lessee shall not use or permit the use of the Property for any unlawful purpose. The Lessee shall not maintain any equipment or conduct any repairs on the Property.
6. Insurance Hazards. The Lessee shall not commit or permit the commission of any hazardous acts on the Property nor use or permit the use of the Property in any manner that will increase the existing rates for or cause the cancellation of any insurance policy insuring the Property. The Lessee shall, at his own cost and expense,

comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of reasonable insurance on the Property.

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

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

17. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Lessee or to the Lessor at their above specified addresses. Either party, the Lessee or the Lessor, may change their address for the purpose of this paragraph by giving written notice of such change to the party in the manner provided in this paragraph.
18. Heirs and Successors. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph contained shall be construed as a consent by the Lessor to any assignment of this lease or any interest therein by the Lessee.
19. Miscellaneous.
- (a) This instrument contains all of the agreements and conditions made between the parties to this lease and may not be modified orally or in any other manner than by an agreement in writing signed by all parties to this lease or their respective successors in interest, or assigns.
 - (b) Time is of the essence of each term and provision of this lease.
 - (c) The titles of the paragraphs of this lease shall not be considered to be part of the lease for purposes of construction and interpretation.
 - (d) If any terms or provisions of this lease or the application thereof to any person or circumstance shall to any extent be invalid or Unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.
20. Waiver. The waiver of any breach or any of the provisions of this lease by the Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee either of the same or of another provision of this lease.
21. Cancellation/Reduction. Any mortgage or statute notwithstanding, Lessor may cancel this lease at any time between and including November 1 and March 31 by so notifying Lessee and paying Lessee an amount equal to one-fourth (1/4) of the rent paid by Lessee for the previous year. Lessor may cancel the lease at any time between and including April 1 and October 31 by so notifying Lessee and paying Lessee an amount equal to (a) one-fourth (1/4) the previous year's rent payment plus (b) one and 2/10

(1.2) times the price of the fertilizer spread (if any) on the Property for the then current growing season, minus (c) 75/100 (.75) times (b), if the first hay crop has been removed. Lessor may exercise these rights to cancel the lease or reduce acreage with or without cause. In addition to Lessor's right to cancel, from time to time Lessor may reduce the acreage. The above formula shall be used on a prorate basis for such reductions in acreage.

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

LESSOR:

CITY OF PALMER

DATE: _____

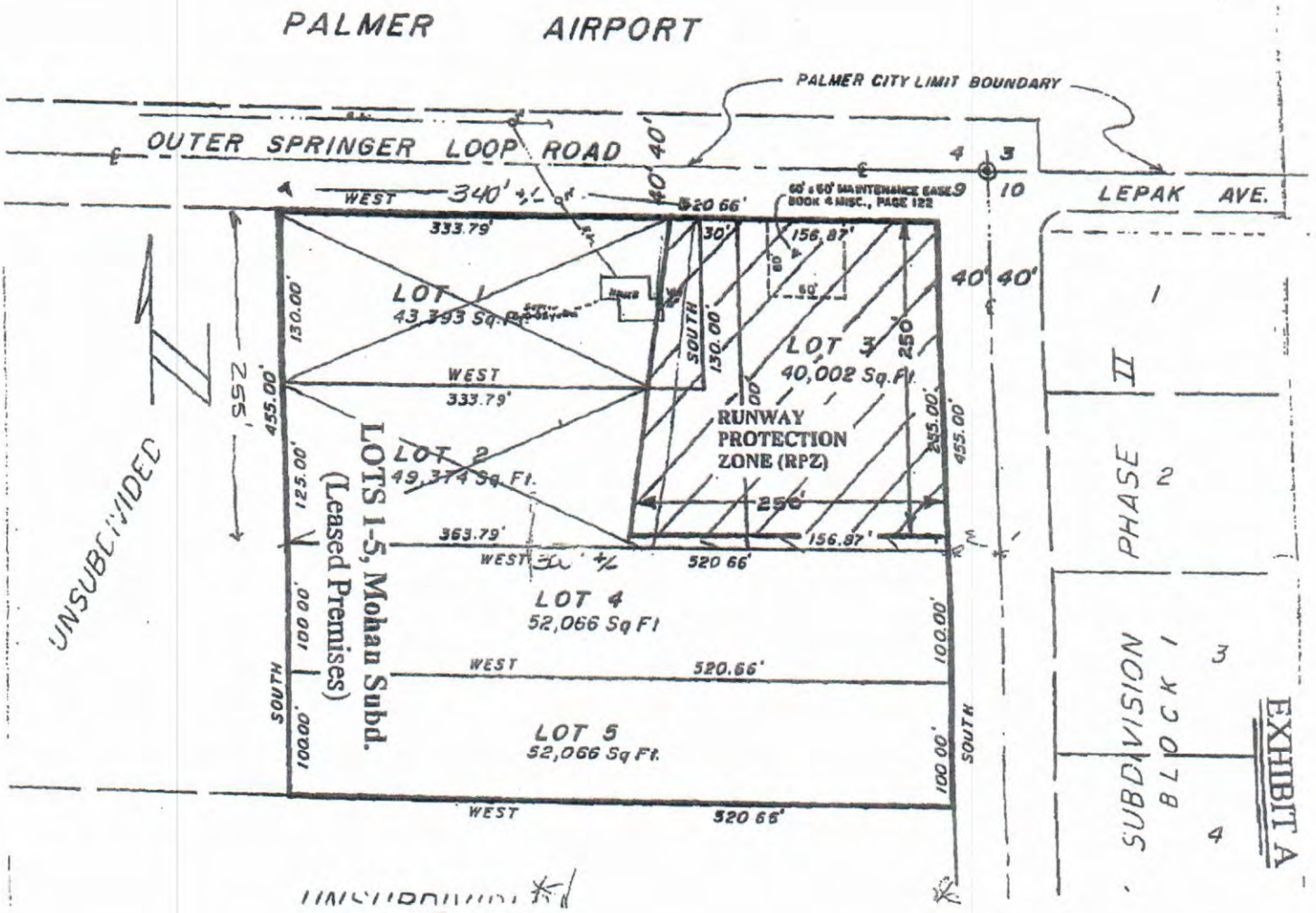
BY: _____
Nathan Wallace, City Manager

LESSEE:

DATE: _____

BY: _____
Robert Shumaker

EXHIBIT A



**City of Palmer
Action Memorandum No. 16-062**

Subject: Authorizing the City Manager to Negotiate and Execute an Assumption of Proprietary Lease from the Estate of John H. Riggs to Gary A. and Odette M. Jamieson for Palmer Hangars Owners Association Unit No. 2 Lot 11 Block 3 at the Palmer Municipal Airport

Agenda of: September 13, 2016

Council Action: _____

Originator Information:

Originator: Frank Kelly, Airport Superintendent
Date: August 18, 2016 **Requested agenda date:** September 13, 2016

Department Information:

| Route to: | Department Director: | Signature: | Date: |
|-----------|-----------------------|---------------------------|----------------|
| _____ | Community Development | _____ | _____ |
| <u>X</u> | Finance | <u><i>[Signature]</i></u> | <u>8/23/16</u> |
| _____ | Public Safety | _____ | _____ |
| _____ | 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>[Signature]</i></u> | _____ |

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: \$ _____
 Negative impact in the amount of: \$ _____

Funds are (√):

Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund assigned balance (after requested budget modification): \$ _____

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

Director of Finance Signature: *[Signature]*

Attachments:

- Palmer Hangars Owners Association Proprietary Lease with John Riggs
- Purchase agreement
- Tenant contact information sheet
- Assignment and assumption of proprietary lease and transfer of certification of Membership with Letters of Testamentary from Probate
- City of Palmer Consent to Assignment
- PHOA Approval
- Certificates of Insurance

Summary Statement: Palmer Hangars Owners Association is the lessee for the 9-unit T-Hangar complex constructed on Yukon Drive at the Palmer Municipal Airport. Palmer Hangars Owners Association has a proprietary lease agreement with John Riggs for Unit 2. The personal Representative of John Riggs estate, his wife Cheryl Riggs is assigning this lease to Gary A. and Odette M. Jamieson.

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

The administration recommends the Council Authorize the City Manager to negotiate and execute an assumption of proprietary lease from the Estate of John H. Riggs to Gary A. and Odette M. Jamieson for Palmer Hangars Owners Association Unit No. 2, Lot 11 Block 3 at the Palmer Municipal Airport with the condition that the City receives one copy of the fully executed proprietary lease assumption.

Administration Recommendation: Approve Action Memorandum No. 16-062

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ac

MS 71516

**PALMER HANGARS OWNERS ASSOCIATION
PROPRIETARY LEASE
WITH JOHN RIGGS
AS TO UNIT NO. 2
OF THE PALMER HANGARS COOPERATIVE**

THIS AGREEMENT, made and entered into this 4th day of October, 2006, by and between Palmer Hangars Owners Association (hereinafter the "Association"), Lessor, an Alaska nonprofit corporation, of 1620 Raven Drive, Wasilla, Alaska 99654; and *** John Riggs, of 137 E. Arctic, Palmer AK 99645, (hereinafter "Member"), Lessee.

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

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

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

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

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

NOW, THEREFORE, for valuable consideration paid to Declarant, Palmer Hangars, LLC, receipt of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the Association hereby subleases to the Member, and the Member hereby takes from the Association, Unit No. 2.

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

ARTICLE 1
DEFINITIONS

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

ARTICLE 2
MEMBER'S RIGHTS

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

ARTICLE 3
COMPLIANCE WITH AIRPORT LEASE

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

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

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

ARTICLE 5
USE AND OCCUPANCY OF PREMISES

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

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



constitute a nuisance or hazard to health, safety or property. The units shall not be used or occupied for any purpose in violation of any law, lawful order, or rule or regulation concerning the operation or use of Palmer Airport. No unit may be used for any residential occupancy.

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

ARTICLE 6 **ALTERATIONS AND ADDITIONS**

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

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

ARTICLE 7 **TRANSFER OF INTEREST**

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

ARTICLE 8 **MANAGEMENT, TAXES AND INSURANCE**

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

PROPRIETARY LEASE
PALMER HANGARS OWNERS ASSOCIATION
Page 3 of 9



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2006-029512-0

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

ARTICLE 9
UTILITIES AND TAXES

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

ARTICLE 10
COMMON EXPENSES

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

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



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

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

ARTICLE 11
SPECIAL ASSESSMENTS

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

ARTICLE 12
LATE CHARGES AND OTHER COSTS IN CASE OF DEFAULT

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

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

ARTICLE 13
INDEMNITY AND HOLD HARMLESS

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

ARTICLE 14
SUBORDINATION CLAUSE

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

PROPRIETARY LEASE
PALMER HANGARS OWNERS ASSOCIATION
Page 5 of 9



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

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

ARTICLE 15 DEFAULT BY MEMBER

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

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



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

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

ARTICLE 16 **NOTICES**

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

ARTICLE 17 **REPRESENTATIONS**

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

ARTICLE 18 **REMEDIES**

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

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

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

**ARTICLE 19
GENDER REFERENCE**

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

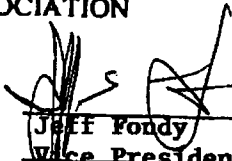
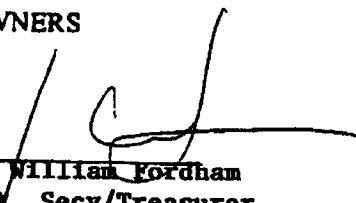
**ARTICLE 20
GOVERNING LAW**

This Proprietary Lease shall be governed by Alaska law.

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

PALMER HANGARS OWNERS
ASSOCIATION

Date: 10/04/06

By:  
Its: Jeff Fondy William Fordham
Vice President Secy/Treasurer
& Director & Director

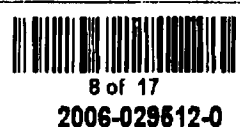
Date: 10/05/06

By:  10.05.06
Member John Riggs

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 4th day of October, 2006, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jeff Fondy and*, to me known to be the Vice Pres** of Palmer Hangars Owners Association, the corporation named above, and known to me to be the person named herein and who executed the foregoing PROPRIETARY LEASE for and on behalf of said corporation by authority duly vested in him, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

*William Fordham **/Director and Secretary-Treasurer/Director, respectively
PROPRIETARY LEASE
PALMER HANGARS OWNERS ASSOCIATION
Page 8 of 9



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

Patricia Livingston

Notary Public in and for Alaska

My commission expires:



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

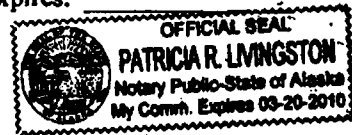
THIS IS TO CERTIFY that on the 5th day of October, 2006, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John Riggs, to me known to be the person named herein and who executed the foregoing PROPRIETARY LEASE, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

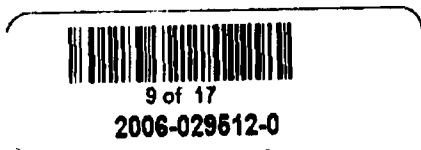
Patricia Livingston

Notary Public in and for Alaska

My commission expires:



PROPRIETARY LEASE
PALMER HANGARS OWNERS ASSOCIATION
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" Attachment "
CONSENT TO PROPRIETARY LEASE

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

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

This Consent to Proprietary Lease pertains to Unit 2 of the foregoing Leased Premises.

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

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

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



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2006-029512-0

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

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

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

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



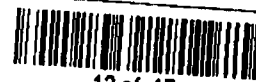
insurance, with airport premises insurance coverage with a \$500,000 single occurrence liability limit.

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

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

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

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



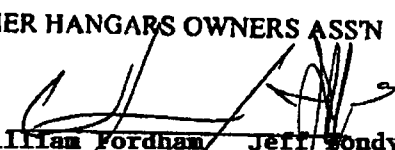
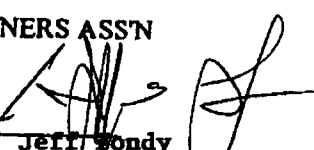
be approved in writing by Lessor. In the event there is an existing Proprietary Lease or other encumbrance which has not been approved in writing by Lessor, such Proprietary Lease or other encumbrance must be disclosed and consented to in writing by Lessor prior to this Consent to Proprietary Lease becoming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

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

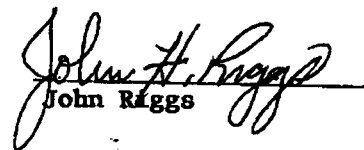
By signature below, the Proprietary Lessor and Proprietary Lessee accept the terms and conditions hereof, the Proprietary Lessee acknowledges the terms and conditions of the aforementioned Lease, subsequent amendments thereto and assignments thereof; and the Lessor consents to the Proprietary Lease.

PROPRIETARY LESSOR:

PALMER HANGARS OWNERS ASS'N

By:  
William Fordham Jeff Bondy
Its: Secy/Treasurer Vice President
& Director & Director
Date: 10/04/06

PROPRIETARY LESSEE:

By: 
John Riggs
Date: 10/05/06

CONSENT TO PROPRIETARY LEASE
Page 4 of 6



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2006-029512-0

CITY OF PALMER

By: Jane Dale
Jane Dale
Airport Manager
Date: 10-11-06

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 4th day of October, 2006, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared William Fordham*, to me known to be the Secy-Treas** of Palmer Hangars Owners Association, the corporation named above, and known to me to be the person named herein and who executed the foregoing CONSENT TO PROPRIETARY LEASE for and on behalf of said corporation by authority duly vested in him, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein set forth. *and Jeff Fondy **/Director and Vice Pres/Director, respectively

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

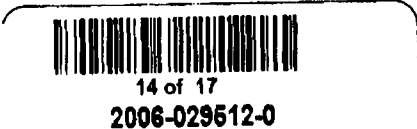
Patricia R. Livingston
Notary Public in and for Alaska
My commission expires: _____



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

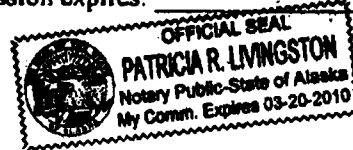
THIS IS TO CERTIFY that on the 4th day of October, 2006, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John Riggs (Proprietary Lessee), known to me to be the identical individual named herein and who executed the foregoing CONSENT TO PROPRIETARY LEASE, freely and voluntarily, for the uses and purposes therein mentioned.

CONSENT TO PROPRIETARY LEASE
Page 5 of 6



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

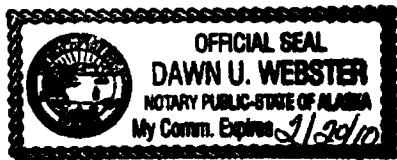
Patricia Livingston
Notary Public in and for Alaska
My commission expires:



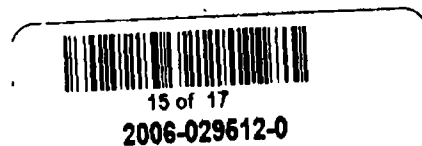
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 11 day of October, 2006, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared JANE DALE, to me known and known to me to be the identical individual described in and who executed the within and foregoing CONSENT TO PROPRIETARY LEASE as Airport Manager of the City of Palmer, freely and voluntarily on behalf of the City of Palmer, for the uses and purposes therein mentioned.

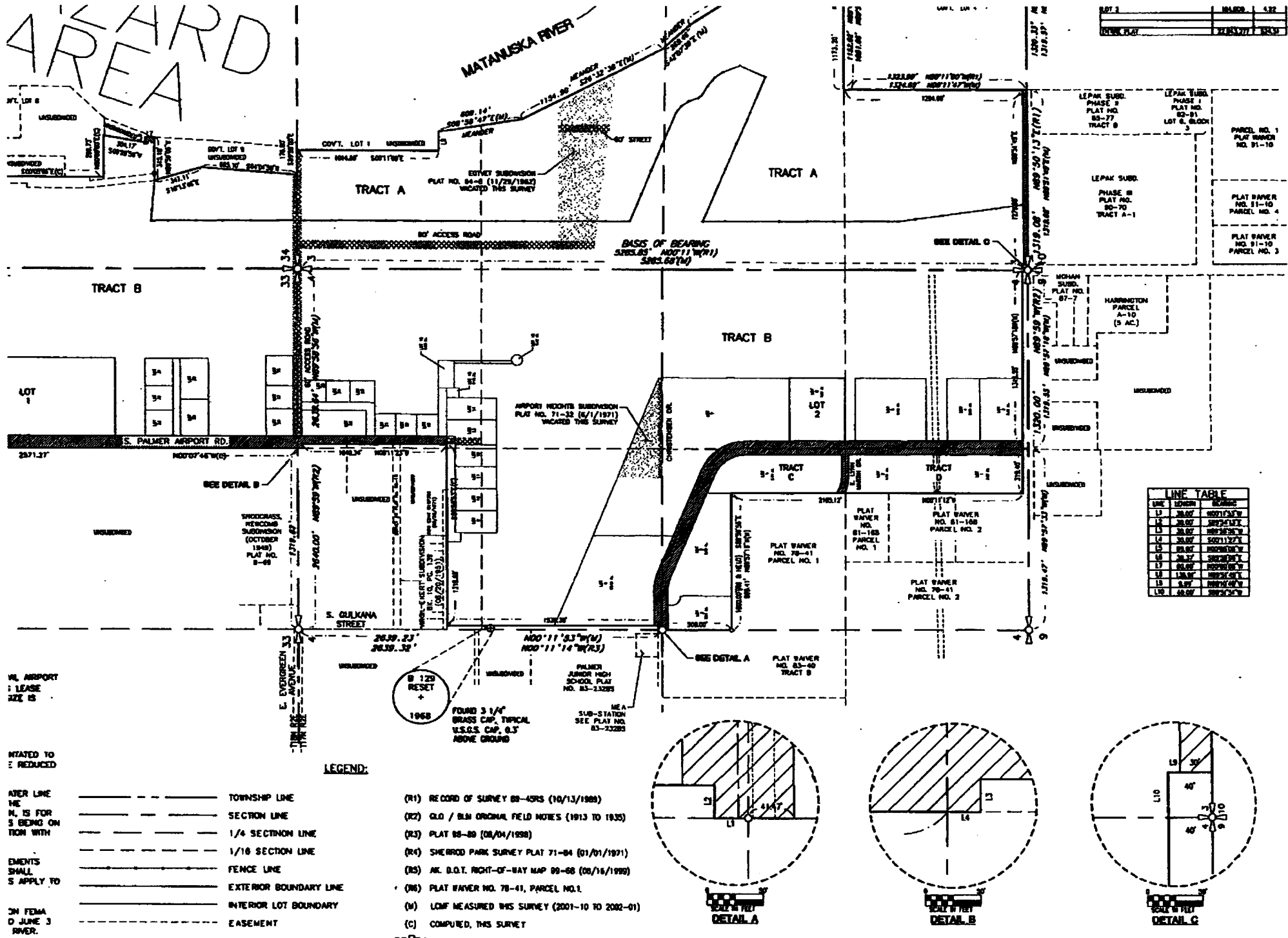
GIVEN UNDER MY HAND and official seal the day and year last above written.



Dawn U. Webster
Notary Public in and for Alaska
My commission expires: 2/20/10



AREARD AREA



| | | |
|-------|--------|-------|
| LOT 1 | 16.00' | 1.32' |
| LOT 2 | 16.00' | 1.32' |

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| 1 | N00°11'03"W | 111.93 |
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| 3 | S00°00'00"W | 111.93 |
| 4 | S00°00'00"W | 111.93 |
| 5 | S00°00'00"W | 111.93 |
| 6 | S00°00'00"W | 111.93 |
| 7 | S00°00'00"W | 111.93 |
| 8 | S00°00'00"W | 111.93 |
| 9 | S00°00'00"W | 111.93 |
| 10 | S00°00'00"W | 111.93 |

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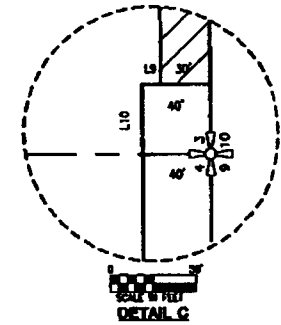
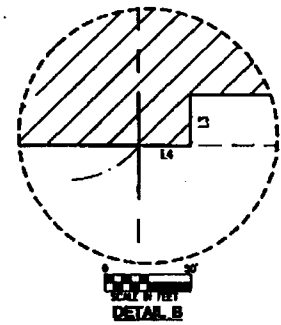
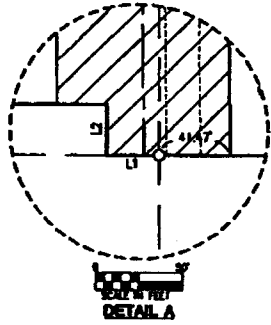
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LEGEND:

- TOWNSHIP LINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/16 SECTION LINE
- FENCE LINE
- EXTERIOR BOUNDARY LINE
- INTERIOR LOT BOUNDARY
- EASEMENT
- VACATED RIGHT-OF-WAY

- (R1) RECORD OF SURVEY 88-4385 (10/13/1988)
- (R2) G.L. / B.M. ORIGINAL FIELD NOTES (1913 TO 1935)
- (R3) PLAT 88-88 (08/04/1988)
- (R4) SHERROD PARK SURVEY PLAT 71-84 (01/01/1971)
- (R5) AK. D.O.T. RIGHT-OF-WAY MAP 88-68 (08/16/1988)
- (R6) PLAT WAIVER NO. 78-41, PARCEL NO. 1
- (M) LCMF MEASURED THIS SURVEY (2001-10 TO 2002-01)
- (C) COMPUTED, THIS SURVEY

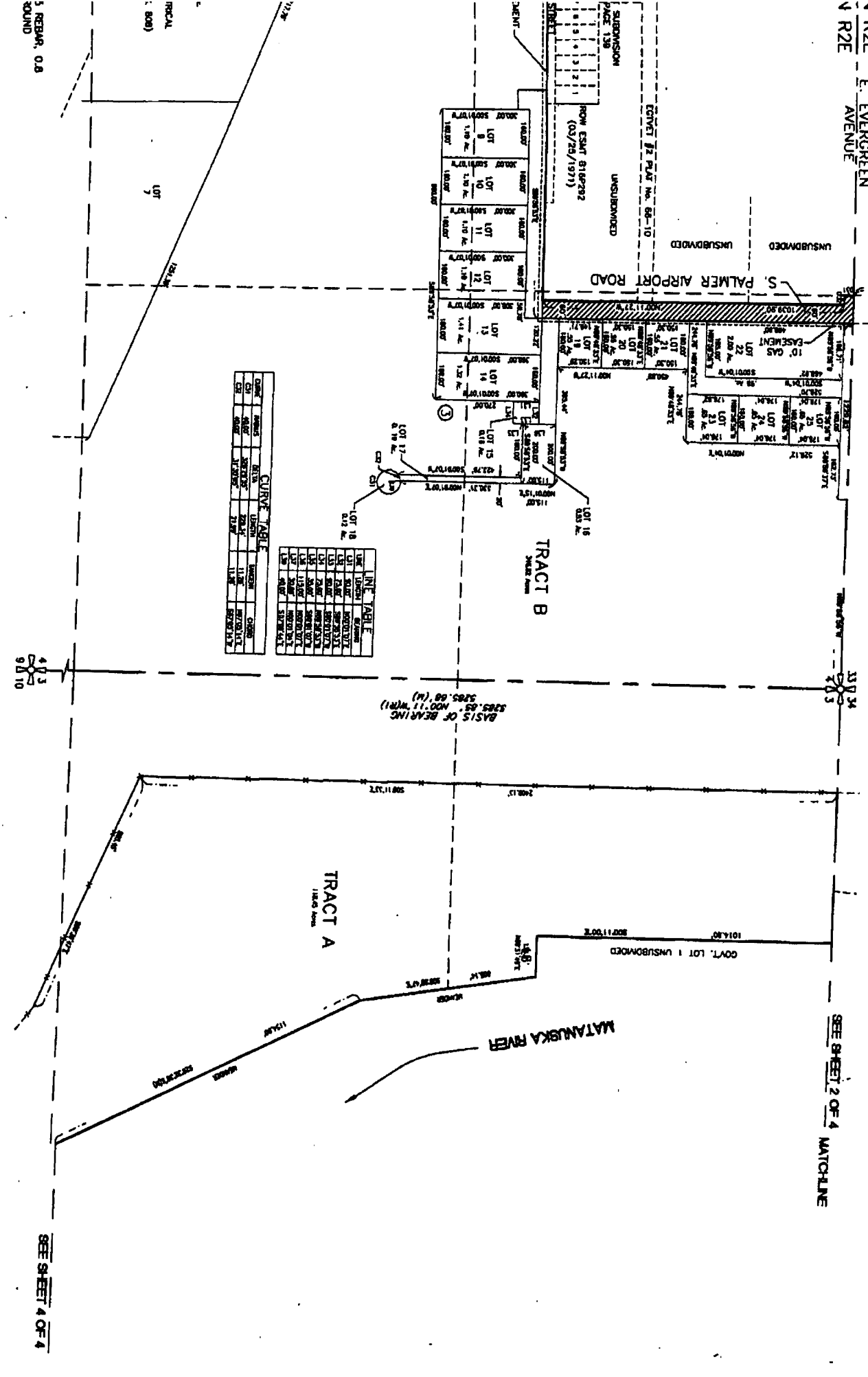
33 34
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FOUND SECTION CORNER



SURVEYOR'S CERTIFICATE



16 of 17
2006-029612-0



CURVE TABLE

| CHORD | ARC | DELTA | LENGTH | CURVE | CHORD |
|-------|------|-------|--------|------------|-------|
| 5.00 | 0.00 | 0.00 | 11.00 | 0.00000000 | 5.00 |
| 10.00 | 0.00 | 0.00 | 22.00 | 0.00000000 | 10.00 |
| 15.00 | 0.00 | 0.00 | 33.00 | 0.00000000 | 15.00 |

LINE TABLE

| LINE | START | END | BEARING | DISTANCE | AREA |
|------|-------|-----|----------|----------|------|
| 1 | 1 | 2 | S305.85° | 111.00 | 0.00 |
| 2 | 2 | 3 | S305.88° | 111.00 | 0.00 |
| 3 | 3 | 4 | S305.85° | 111.00 | 0.00 |



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2006-029512-0

2



PURCHASE AND SALE AGREEMENT

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

Legal Description: Palmer Hangar Owner's Association Unit 2

Palmer Recording District: 2006-0009201-0

Street Address: 750 E. Yukon Street Palmer, AK 99645

hereinafter "the Property". The sales price includes the following personal property (if none, leave blank): Refrigerator, Washer and Dryer, Stove and Microwave, (2) Televisions, garage items any and all household furnishes left on the property.

2. **Price.** The total purchase price for the Property is: \$ 82,000.00, payable by the Buyer(s) as follows:

(a) The balance of the purchase price will be at time of closing.

3. **Condition of Property.** Buyer(s) offers to purchase the property in its present "As-Is" condition: Hangar has been cleaned and no items were left.

4. **Other Buyer Contingencies.** Other contingencies of Buyer(s) purchase are:

Sale of Hangar is contingent upon final approval by City of Palmer Council.

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

| | B | S | | B | S |
|-------------------------|--------------|--------------|------------------|-------|-------|
| Document Preparation | <u> x </u> | <u> x </u> | Discount Points | _____ | _____ |
| Recording Fee | <u> x </u> | <u> x </u> | Tax Registration | _____ | _____ |
| Owner's Title Insurance | <u> x </u> | <u> x </u> | HOA Fee | _____ | _____ |

| | | | | | |
|--------------------------|-------------------------------------|-------------------------------------|-------------------------|--------------------------|--------------------------|
| Lender's Title Insurance | <input type="checkbox"/> | <input type="checkbox"/> | Appraisal | <input type="checkbox"/> | <input type="checkbox"/> |
| Bank Set-Up Fee | <input type="checkbox"/> | <input type="checkbox"/> | Survey/As Built | <input type="checkbox"/> | <input type="checkbox"/> |
| Annual Escrow Fee | <input type="checkbox"/> | <input type="checkbox"/> | Assessments | <input type="checkbox"/> | <input type="checkbox"/> |
| Escrow Closing Fee | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Smoke Detectors | <input type="checkbox"/> | <input type="checkbox"/> |
| Origination Fee | <input type="checkbox"/> | <input type="checkbox"/> | Well Flow Test | <input type="checkbox"/> | <input type="checkbox"/> |
| Commitment Fee | <input type="checkbox"/> | <input type="checkbox"/> | Reserves | <input type="checkbox"/> | <input type="checkbox"/> |
| Credit Report | <input type="checkbox"/> | <input type="checkbox"/> | VA Funding Fee | <input type="checkbox"/> | <input type="checkbox"/> |
| Flood Certificate | <input type="checkbox"/> | <input type="checkbox"/> | Assumption Fee | <input type="checkbox"/> | <input type="checkbox"/> |
| Resale Certification | <input type="checkbox"/> | <input type="checkbox"/> | Well/ Septic Inspection | <input type="checkbox"/> | <input type="checkbox"/> |
| Home Inspection | <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

Taxes for the current year, rents, insurance, interest, homeowners dues, mortgage reserves, water and any other utilities constituting liens and security deposits, shall be pro-rated or transferred as of the date of recordation of the deed. Possession of the property will occur on recording, or September 28, 2016.

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

7. **Time.** The closing date shall be on or before September 28, 2016. If Seller(s) is unable to close or deliver possession of the Property to Buyer(s) by closing, other than for any reason caused by the acts or omission of Buyer(s), Seller(s) shall return to Buyer(s) the earnest money deposit.

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

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

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

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

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

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

Buyer will hold title as: Gary & Odette Jamieson, H&W
22927 Glacier View Drive
Eagle River, Alaska 99577

14. Additional Terms: _

Seller(s):

Buyer(s):

The Estate of John Riggs
Signature

Gary A. Jamieson
Signature
GARY A. JAMIESON

Cheryl Riggs / Representative
Printed Name

Personal

Odette M. Jamieson
Printed Name

Signature

Odette M. Jamieson
Signature

Printed Name

Printed Name

Address: 1150 S. Colony Way #3
PMB 322

Address: 22927 Glacier View Dr.
Eagle River, AK 99577

Phone:

907-232-1698

Phone:

907-696-2339

Email:

CherylGriggs 29645@

Email:

jamie AK 907@gmail.com

Date:

8/11/2016 Yahoo.com

Date:

08/11/2016

Time:

1:45 pm.

Time:

01:46 PM

Purchase and Sale Agreement with
Earnest Money Deposit- Page of 4



CITY OF PALMER

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

Palmer T- Hangar Complex No. 2

* Aircraft Number: N826AK

Owner: Gary A. JAMIESON

Mailing Address: 22927 Glacier View Dr
Eagle River AK 99577

Physical Address if different than Mailing: _____

Telephone: Daytime: 907-696-2339

Evening: _____

Cell/Pager: 907-440-6517

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

* Name: Odette Jamieson - Cell 9074406512

Mailing Address: 22927 Glacier View Dr.
Eagle River, AK 99577

Proposed Use: To hangar my personal aircraft - N826AK

✓ Owners Signature: Gary A. Jamieson

✓ Date: August 18, 2016

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

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND TRANSFER OF CERTIFICATE OF MEMBERSHIP (the "Assignment") is made and entered into and effective as of the _____ day of _____, 2016, by and between CHERYL D. RIGGS, PERSONAL REPRESENTATIVE OF THE ESTATE OF JOHN HERBERT RIGGS (also appearing of record as John Riggs), Deceased, Superior Court Case No. 3AN-14-02790PR, ("Assignor"), whose address is 1150 S. Colony Way #3, PMB 322, Palmer AK 99645, and GARY A. JAMIESON and ODETTE M. JAMIESON, husband and wife, ("Assignee"), whose address is 22927 Glacier View Drive, Eagle River AK 99577.

RECITALS

WHEREAS, Assignor is acting on behalf of the current Lessee under that certain Proprietary Lease Agreement (the "Lease") between Lessee John Riggs and Lessor Palmer Hangars Owners Association, dated October 4, 2006, recorded October 12, 2006, Reception Number 2006-029512-0, with respect to certain airplane hangar space described as

Unit No. 2, Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska, and

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

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

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

WHEREAS, Assignor desires to assign the right, title, and interest of John Riggs under the Proprietary Lease to Assignee, and further transfers the Certificate of Membership in and to said Unit 2, and Assignee desires to accept and assume the right, title, and interest of Assignor under the Proprietary Lease and Certificate of Membership;

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

Section 1. Assignment of Proprietary Lease and Transfer of Certificate of Membership. Assignor hereby grants, transfers, conveys and assigns to Assignee all of the right, title and interest of John Riggs as Lessee under the Proprietary Lease and Certificate of Membership, and Assignee accepts such assignment, and except as provided in Section 2 below, assumes all obligations of Assignor thereunder, as of the effective date of this Assignment. Except as provided in Section 2 with respect to Claims (as such term is hereinafter defined), Assignee shall defend, indemnify and hold harmless Assignor from and against all Claims arising or occurring under the Proprietary Lease and Certificate of Membership after the effective date of this Assignment.

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

Section 3. Permits, Laws, and Taxes.

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

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

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

Section 5. Miscellaneous.

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

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

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

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

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

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

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

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

ASSIGNOR: ESTATE OF JOHN HERBERT RIGGS, Deceased,
Superior Court Case No. 3AN-14-02790PR

By _____
CHERYL D. RIGGS, Personal Representative

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____,
2016, by CHERYL D. RIGGS, PERSONAL REPRESENTATIVE OF THE ESTATE OF
JOHN HERBERT RIGGS, Deceased, Superior Court Case No. 3AN-14-02790PR, on behalf
of the estate.

Notary Public in and for Alaska
My Commission Expires: _____

ASSIGNEE:

GARY A. JAMIESON

ODETTE M. JAMIESON

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____,
2016, by GARY A. JAMIESON and ODETTE M. JAMIESON.

Notary Public in and for Alaska
My Commission Expires: _____

Record in Palmer Recording District.
Return to:
GARY A. JAMIESON and ODETTE M. JAMIESON
22927 Glacier View Drive, Eagle River AK 99577

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

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT
IN PROBATE

In the Matter of the Estate
of
John Herbert Riggs,
Deceased.

Case No. 3AN-14 - 2790 PR

LETTERS TESTAMENTARY

The application for informal appointment of CHERYL D. RIGGS as personal representative of the above styled estate having come before this court, CHERYL D. RIGGS, is hereby appointed personal representatives of the Estate of John Herbert Riggs, to serve without bond.

DATED this 20 day of Nov, 2014.

Probate Master

I hereby certify that this is a true and correct copy of the original on file in my office.

ATTEST:

Clerk of the Trial Courts at Anchorage

By [Signature]
Deputy

Date 11/21/2014

VERIFICATION

I hereby accept the duties and responsibilities of the office of personal representative of the ESTATE OF John Herbert Riggs, which I will perform as required by law, including but not limited to the following duties:

(a) to take possession and control of the decedents property as required by

AS 13.16.380, except as provided by AS 13.16.365;

**LETTERS TESTAMENTARY
ESTATE OF JOHN HERBERT RIGGS
Page 1 of 3**

I certify that on 11/21/2014
copies of this form were sent to AHY
CLERK [Signature]

NOV 17 2014

ROBERTSON LAW OFFICE, INC.
310 K Street, Suite 200
Anchorage, Alaska 99501
(907) 278-5657
(907) 346-2810 Fax

ROBERTSON LAW OFFICE, INC.
310 K Street, Suite 200
Anchorage, Alaska 99501
(907) 278-5657
(907) 346-2810 Fax

- (b) to provide notices to heirs and devisees as required by AS 13.16.360, except as provided by AS 13.16.690;
 - (c) to provide notice to creditors as required by law, publish notice when required, and review and either accept or reject claims as required by AS 13.16.455 through 13.16.515;
 - (d) to advise the court in writing of the personal representative's address and telephone number as required by Probate Rule 8;
 - (e) to file returns for state estate taxes if required by AS 43.31.121 and AS 43.31.250;
 - (f) to pay homestead, exempt property and family allowances as required by AS 13.11.125 through 13.11.140, costs of administration and other claims as required by AS 13.16.470 and distribute the assets of the estate;
- and,

/
/
/
/
/
/
/
//

LETTERS TESTAMENTARY
ESTATE OF JOHN HERBERT RIGGS
Page 2 of 3

(g) to close the estate as soon as appropriate as required by AS 13.16.620 through 13.16.670.

I will file any required bond.

DATED November 14, 2014.

C Cheryl D. Riggs

CHERYL D. RIGGS

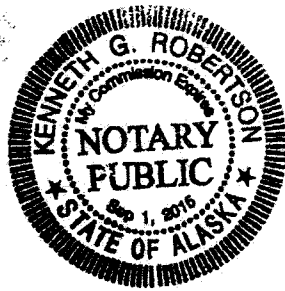
STATE OF ALASKA)
)ss:
THIRD JUDICIAL DISTRICT)

CHERYL D. RIGGS, being first duly sworn on oath, deposes and says that she has read and understood the above Letters Testamentary and agrees to assume the obligations set forth therein.

C Cheryl D. Riggs

CHERYL D. RIGGS

SUBSCRIBED AND SWORN TO or acknowledged before me by CHERYL D. RIGGS, who is personally known to me, this November 14, 2014 at Anchorage, Alaska.



Notary Public in and for Alaska

My commission expires:

ROBERTSON LAW OFFICE, INC.
310 K Street, Suite 200
Anchorage, Alaska 99501
(907) 278-5657
(907) 346-2810 Fax

**LETTERS TESTAMENTARY
ESTATE OF JOHN HERBERT RIGGS
Page 3 of 3**



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

CONSENT TO ASSIGNMENT

In consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer hereby consents to the foregoing Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership of Unit 2, Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, and State of Alaska from the Estate of John H. Riggs, ("Assignor") to Gary A. and Odette M. Jamieson, ("Assignee").

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

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

City of Palmer

Date: _____

 Nathan Wallace, City Manager

STATE OF ALASKA)
)ss:
 THIRD JUDICIAL DISTRICT)

The foregoing Consent to Assignment of Proprietary Lease _____
 was acknowledged before me this _____ day of _____, 2016, by
 _____.

 Notary Public in and for Alaska
 My Commission
 Expires: _____

From: Brian Groseclose [<mailto:tgclose172@gmail.com>]

Sent: Thursday, September 01, 2016 7:16 AM

To: Joan Lease <joanl@matsutitle.com>

Subject: Re: Unit #2 - 750 E Yukon Street / Statement from Palmer Homeowners Association

To Whom it may concern,

On behalf of the Palmer Hangar Owners Association, I Brian Groseclose, President of PHOA, approve of the sale and transfer of unit two, from John Riggs to Gary A Jamieson. Mr. Jamieson will need to assume all lease, insurance requirements, operating rules, documents, and CCR's.

Brian Groseclose
President PHOA
982-5538



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER Conrad-Houston Insurance 507 W. Northern Lights Blvd. Anchorage AK 99503 | | CONTACT NAME: June Sellers PHONE (A/C. No. Ext): (907) 276-7667 FAX (A/C. No.): (907) 258-3105 E-MAIL ADDRESS: junes@chialaska.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | NAIC # | |
| | | INSURER A Alaska National Insurance Company 38733 | |
| INSURED Palmer Hangars Owners Association 750 East Yukon Street Palmer AK 99645 | | INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | X | | 16APS59659 | 1/18/2016 | 1/18/2017 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | \$ |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE | \$ |
| | DED | | | | | | | \$ |
| | RETENTION \$ | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE | OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Lot 11, Block 3, Palmer Municipal Airport, Palmer, Alaska

CERTIFICATE HOLDER

fkelly@palmerak.org

City of Palmer
 Palmer Municipal Airport
 231 West Evergreen Avenue
 Palmer, AK 99645

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul Houston/JUNE

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3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: CITY OF PALMER
231 W. EVERGREEN AVE.
PALMER, AK 99645

Named Insured: GARY JAMIESON
22927 GLACIER VIEW DR.
EAGLE RIVER, AK 99577

Policy Period: From FEBRUARY 11, 2016 To FEBRUARY 11, 2017

Policy Number: 1000318031-01

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

| Aircraft: | | Reg | Insured Value | Deductibles | Liability Limit | Passenger |
|------------------|-------------------------|--------|---------------|-------------|-----------------|-------------|
| Year | Make and Model | No | | NIM / IM | | Sublimits |
| 2014 | JUST AVIATION SUPERSTOL | N826AK | \$ 100,000. | NIL / NIL | \$ 1,000,000. | /\$100,000. |
| | | | \$ | | \$ | /\$ |
| | | | \$ | | \$ | /\$ |
| | | | \$ | | \$ | /\$ |
| | | | \$ | | \$ | /\$ |
| | | | \$ | | \$ | /\$ |

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER LIABILITY COVERAGES, BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS [TEN (10) IF FOR NON-PAYMENT] NOTICE OF CANCELLATION OR MATERIAL CHANGE.

Certificate Number: 1.1
Issued By and Date: AUGUST 18, 2016 (RJ)

(Authorized Representative)

**City of Palmer
Action Memorandum No. 16-063**

Subject: Approving Board Member John Lee's Resignation from the Board of Economic Development

Agenda of: September 13, 2016

Council Action: _____

Originator Information:

Originator: Mayor Johnson – via City Clerk
Date: August 25, 2016 **Requested agenda date:** September 13, 2016

Department Information √:

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

Approved for presentation by:

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

Certification of Funds:

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

Summary Statement: Palmer Charter Chapter II Section 2.9 requires the council to approve resignations by members of the Board of Economic Development.

John Lee has submitted his resignation effective August 25, 2016.

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

Administration Recommendation: Authorize Action Memorandum No. 16-063.

minutes



A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on August 23, 2016, at 7 pm in the council chambers, Palmer, Alaska.

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

B. ROLL CALL

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

| | |
|------------------|----------------|
| Richard Best | Brad Hanson |
| Steve Carrington | DeLena Johnson |
| 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 Combs.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 16-057:** Authorizing the City Manager to Purchase Twelve Dell Laptops and Associated Docking Equipment in the Amount of \$27,282.47, and to Purchase the Items Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, by Attaching to the National Association of State Procurement Officers (NASPO) Contract Pricing
 - b. **Action Memorandum No. 16-058:** Authorizing the City Manager to Negotiate and Enter into a Contract with Bering Marine Corporation for the Purchase and Delivery of 150 Tons of Road Salt in the Amount of \$23,707.50
 - c. **Resolution No. 16-021:** Confirming the Appointment of Election Officials for the City of Palmer Regular Election on Tuesday, October 4, 2016 (IM 16-034)
2. Minutes of Previous Meetings
 - a. August 9, 2016, Regular Meeting

Main Motion: To approve consent agenda and minutes

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

Notation of a scrivener's error in Action Memorandum No. 16-057 was corrected to read \$27,282.47.

E. COMMUNICATION AND APPEARANCE REQUESTS

F. REPORTS

Item 1 – City Manager’s Report

City Manager Nathan Wallace:

- Highlighted his written report;
- Noted the audit presentation was pushed back until late September or early October;
- Commented on attendance of the Manager’s meeting at AML Summer Conference;
- Commented on the Federal Aviation Administration’s approval of the Airport Layout Plan;
- Reminded everyone of the upcoming open house for the Wastewater Treatment Plant Facilities Plan and addressed publicity efforts made to notice the meeting; and
- Fielded questions from the Council.

Item 2 – City Clerk’s Report

City Clerk Norma Alley:

- Provided an update on the election process and budget preparations.

Item 3 – Mayor’s Report

Mayor Johnson:

- Commented on attendance of the Mayor’s Meeting at the AML Summer Conference; and
- Addressed the need for the City of Palmer to work with the community to develop a list of priorities, as well as the City’s priorities, before going into the budget season.

Item 4 – City Attorney’s Report

Michael Gatti:

- Commented on attendance of the AML Summer Conference and issues discussed.

G. AUDIENCE PARTICIPATION

Debra McGhan, Executive Director of the Alaska Avalanche Information Center

- Spoke to September being National Emergency Preparedness Month; and
- Provided flyers for the 2016 Emergency Preparedness Expo being held at the Menard Sports Center in Wasilla.

H. PUBLIC HEARINGS

Item 1 – Resolution No. 16-022: A Resolution of the Palmer City Council Authorizing the City Manager to Accept and Appropriate Funding in the Amount of \$50,000 from Three Grants as a Pass-Through for Grow Palmer (IM 16-035)

Mayor Johnson opened the public hearing. Seeing no one come forward, the public hearing was closed.

Discussion ensued. Concerns addressed included use of a project manager who was not a member of City staff or the Council, grant management fees, and contact information listed within the grant agreement. City Manager Wallace addressed the Council's concerns.

Main Motion: To approve Resolution No. 16-022

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

I. ACTION MEMORANDA

Item 1 – Action Memorandum 16-054: Extending the Contract for Audit Services with BDO USA, LLC for The Second Additional Year as Specified in the Request for Proposals (RFP) for Audit Services and Original Contract Approved by the Palmer City Council on September 24, 2013

Main Motion: To authorize Action Memorandum 16-054

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

Item 2 – Action Memorandum 16-061: Authorizing the City Manager to Negotiate and Execute a Six Month Contract Amendment for Dispatch Services with the Matanuska Susitna Borough in the Amount of \$450,000.00

Main Motion: To authorize Action Memorandum 16-061

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

Item 3 – Action Memorandum 16-055: Discussing the Residency Requirement of the City Clerk Position

Main Motion: To authorize Action Memorandum 16-055 as amended

| | |
|--------------|-------------------------------------|
| Moved by: | Best |
| Seconded by: | Combs |
| Action: | Motion carried by a 4-3 voice vote. |
| In favor: | Best, Combs, Johnson, LaFrance |
| Opposed: | Carrington, DeVries, Hanson |

**Primary Amendment #1: To change the Action Memorandum to read:
The City Council ~~approve~~ requests the City Clerk reside within five miles of the City limits.**

| | |
|--------------|-------------------------------------|
| Moved by: | Johnson |
| Seconded by: | Best |
| Action: | Motion carried by a 4-3 voice vote. |
| In favor: | Best, Combs, Johnson, LaFrance |
| Opposed: | Carrington, DeVries, Hanson |

The City Council acknowledged Ordinance No. 16-010 is not applicable to the current City Clerk due to no retroactive clause written in the ordinance and the employment agreement being signed prior to enactment of the ordinance. An amendment was approved requesting the City Clerk live within five miles of the city limits.

J. UNFINISHED BUSINESS

K. NEW BUSINESS

Item 1 – Committee of the Whole: Discussion on the 2017 Budget Planning Priorities

City Manager Wallace handed out and provided an overview of documents addressing Budget Priorities for 2017 and Comprehensive Plan Visions.

L. RECORD OF ITEMS PLACED ON THE TABLE

2016 Emergency Preparedness Expo flyer
Budget Priorities 2017 – Guiding Thoughts
City of Palmer Comprehensive Plan Visions

M. AUDIENCE PARTICIPATION

Eugene Carl Haberman:

- Addressed concerns regarding public meetings held in the area.

N. COUNCIL MEMBER COMMENTS

Council Member Best

- Commented on attendance of the AML Summer Conference;

- Highlighted a presentation by the Commissioner of the Department of Corrections addressing plans following the closing of the Palmer Correctional Facility;
- Addressed Senate Bill 91 (SB91) which allows for inmates to be fitted with monitoring systems and then released into the general public;
- Pointed out that municipalities would be responsible for monitoring the inmates as well as funding the effort without reimbursement; and
- Reminded everyone to be aware of the increase of pedestrians due to the fair.

Council Member LaFrance:

- Commented on the new stop light on Arctic and Alaska; and
- Commended staff on obtaining approval of the Airport Layout Plan.

Council Member Carrington:

- Addressed concerns regarding Community Grants.

Council Member DeVries:

- Congratulated Council Member Combs on her appointment to the Commission on Aging.

Council Member Combs:

- Expressed excitement about being appointed to the Commission on Aging;
- Spoke to attendance of the AML Summer Conference;
- Spoke to attendance of the Public Hearing on the Skilled Nursing Facility;
- Commented on attendance of the Hot August Summer Nights Car Show;
- Spoke to the next Chamber of Commerce meeting to be held at the fairgrounds; and
- Reminded everyone of the state fair parade scheduled for August 27, 2016.

Mayor Johnson:

- Commented on air brake signage which is now in place.

O. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:49 pm.

Approved this 23rd day of August, 2016.

Norma I. Alley, MMC, City Clerk

DeLena Johnson, Mayor

reports





BOARDS and COMMISSIONS

Board of Economic Development (1 Aug):

- Heard a presentation by Michael Burke, MTA Chief Executive Officer.
- Adopted Resolution 16-002: Supporting the establishment of a Skilled Nursing Facility.
- Reviewed Chapter 2.30 of the Palmer Municipal Code establishing the Board of Economic Development. Requested Chair send memo to City Clerk about meeting with all board chairmen.
- Changed regular meeting date in from September 5 to September 12 to avoid conflict with Labor Day

Next meeting: 11 Sept

Parks, Recreation, and Cultural Resources Advisory Board (4 Aug):

- Heard a presentation by Darrell Lewis on status of National Historic Landmark Application.
- Members Aube-Trammell and Newman reported on bicycle rack grant application.
- Conducted a general discussion on establishing a City recreational facility reservation process.

Next meeting: 1 Sept

Planning and Zoning Commission (18 Aug):

- Approved Resolution No. 16-005: A Resolution of the Palmer Planning and Zoning Commission A Conditional Use Permit to add a Car Wash to the Chevron property located in the CG – General Commercial Zoning District at 439 W. Evergreen Avenue, Palmer (2nd Public Hearing).
- Considered text amendment to PMC 17.57.040, Conditional Uses to show Commercial Recreational Facilities as a separate listed conditional use in the AG-Agricultural district to be listed as 17.57.040(O).
- Continued discussion of Tiny Houses in Palmer.
- Postponed their discussion of appropriate Zoning District for Retail Businesses Selling Marijuana Accessories to September 15, 2016 meeting..
- Under Plat Reviews - Supported IM 16-012: Preliminary Plat Review: The request is to remove the common lot lines between Lots 1-6, Block 12, ARRC #1, to create one lot to be called Lot 1A, Block 12, ARRC #1, located inside Palmer city limits .

Next meeting: 15 Sept

Airport Advisory Commission (25 August):

- Discussed moving forward with two Airport Signs, North and South Ramp. Approximate estimated total cost is \$4,750 and if all businesses and SOA, FAA participate at \$100 per business plaque for both signs it would cover \$4,000 of the costs. Reaching out to businesses this month.



Report to Council

City Manager Nathan Wallace
August 24th-Sept 12th, 2016

- Discussed exploring the concept of a small inexpensive “fly in campground”.
- Continuing the work on revised Airport Regulations
- AAC Chair to present at September 13th City Council meeting

Next meeting: 22 Sept

Dispatch RFP update:

No formal news, but MSB purchasing has reviewed proposals. There may be an announcement this month.

Railroad extension to Palmer Depot:

Gov Walker has mentioned in several speeches his support of extending the rail into Palmer. DOT and the AKRR met with a group of Palmer representatives as a result of this. They were not encouraging as to funding, but seemed willing to discuss options and what scheduling might have to look like to be able to qualify for federal funding. They also mentioned that a federal grant would require a 10% match. For regular rail service to Palmer, the project cost was \$3.5M. We will continue discussions to further determine feasibility.

City of Palmer Construction Projects in Progress

As of Sep 06, 2016

| Project Status | % Complete | On Schedule | Within Budget |
|--|------------|-------------|---------------|
| CAPITAL PROJECTS FUNDED BY STATE GRANTS or LOANS | | | |
| <p>Sherrod Area Water and Street Improvements Phase 4 (ADEC Grant/Loan) This project will replace old cast iron water mains on E. Beaver Ave. and N. Chugach and N. Bailey Sts. The project is underway and moving along as scheduled. N. Bonanza St. was added to the project and construction has started.</p> | 60% | Yes | Yes |
| <p>Bogard Road Water Main Extension – Phase II (14-DC-125) The Phase II water main extension is complete, but will require construction of a booster station under a separate project to provide adequate pressure and flow for the western portion of the project. The City will use remaining State grant funds to design the pressure booster station. Property acquisition costs are not grant-eligible. Reviewing location options for booster station. Construction of the booster station will require approximately \$500,000 in additional funding.</p> | 70% | Yes | Yes |
| <p>Airport Pavement Repairs (15-DC-128) These grant funds will be used as a portion of the match for the Runway 16-34 repaving project.</p> | 0% | | |
| <p>Public Safety Building Repair (15-DC-130) The second phase of the project is underway and will replace pneumatic HVAC controls and improve ventilation and cooling in the State Trooper's server room. Contractor Triple V Construction contract extended to Aug. 31, due to part on order.</p> | 85% | Yes | Yes |
| <p>Public Works Storage Building Upgrades (15-DC-131) This \$150,000 State grant will improve the electrical system and insulation in the Public Works storage building that houses solid waste equipment. No activity to date. Possible Fall project.</p> | 0% | | |
| <p>Building Improvement Project – Phase II (15-DC-132) Project is complete. Awaiting any final bills from Wolf Architecture</p> | 100% | Yes | Yes |

City of Palmer Construction Projects in Progress

As of Sep 06, 2016

| | | | |
|---|------|-----|-----|
| <p>WWTP Lab Replacement (15-DC-133) This \$145,000 State grant will construct a building to replace the existing lab and office building at the wastewater treatment plant. The grant funding is not adequate to build a replacement building. Staff is examining alternatives such as modular construction.</p> | 0% | | |
| CAPITAL PROJECTS FUNDED BY CITY OF PALMER | | | |
| <p>Waste Water Treatment Plant Master Plan The final draft plan is complete and updated as of Sept. 01, 2016</p> | 100% | Yes | Yes |
| <p>Palmer Library Boiler Replacement This \$50,000 project will replace the boiler in the Palmer Library. We expect front end documents and bid package with mechanical specs in the coming weeks. Once these docs are received, we will bid out the project for work in May'17</p> | 15% | | |
| <p>Randy Thom Flight Service Station Heating System Replacement This \$30,000 project will replace the Flight Service Station (FSS) heating system. We expect front end documents and bid package with mechanical specs in the coming weeks. Once these docs are received, we will bid out the project for work in May'17</p> | 15% | | |
| <p>Randy Thom Flight Service Station Interior Improvements This project is funded and will remove asbestos in FSS flooring, replace carpeting and paint the interior and exterior. We expect front end documents and bid package with FAA requirements by mid-Sept. Once these docs are received, we will bid out the project</p> | 15% | | |
| <p>City Hall Office Renovation This \$40,000 project will make improvements at City Hall, primarily in the Finance Department, to improve work spaces. No activity.</p> | 0% | | |
| <p>City Hall and Fire Station 3-1 Parking Lot Upgrade This \$100,000 project will replace subbase and pavement in the City Hall and Fire Station 3-1 parking lots. PW has contacted Howdie Corps and will try to incorporate</p> | 0% | | |

City of Palmer Construction Projects in Progress

As of Sep 06, 2016

| | | | |
|--|-------------------|--|--|
| <p>the City Hall/Fire Station repave with the paving of the new medical facility. Expected walk through of the area next week.</p> | | | |
| <p>Compression Brake Signage Signs and required TCPs have been acquired. Crew will assemble and install sign on Bogard, NLT Friday, Aug 19th. Based on the time required to prep the area and conduct the install. 1x sign has been installed. The sign on the North side of town will be installed on Tues, Sept 6. The other 2x signs will be installed after the State Fair and when the Borough has completed moving rock to the Matanuska River erosion area.</p> | <p>75%</p> | | |

public hearings



**City of Palmer
Information Memorandum No. 16-037
Resolution No. 16-023**

Subject: Resolution No. 16-023: A Resolution of the Palmer City Council Accepting and Appropriating \$6,543.48 from the City of Houston to Provide Emergency Dispatch Services for the Period of July 1, 2016 Through December 31, 2016



Agenda of: September 13, 2016

Council Action: _____



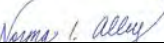
Originator Information:

Originator: City Manager
Date: August 12, 2016 **Requested agenda date:** September 13, 2016

Department Information:

| Route to: | Department Director: | Signature: | Date: |
|-----------|-----------------------|--|---------|
| | Community Development | | |
| X | Finance |  | 8/11/16 |
| X | Police Department |  | 8/11/16 |
| | 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: \$ **\$6,543.48**

This legislation (√):


Has no fiscal impact Creates a positive impact in the amount of: \$ \$6,543.48
 Negative impact in the amount of: \$ _____

Funds are (√):

Budgeted Line item(s): _____
 Not budgeted Affected line item(s): 01-00-00-3422

General fund assigned balance (after requested budget modification): \$ _____

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

Director of Finance Signature: 

Attachment(s):

- Resolution No. 16-023
- City of Houston Action Memorandum 16-13
- Palmer / Houston Dispatch Agreement

Summary statement: The City of Palmer and the City of Houston have been in a contractual relationship in which Palmer provides dispatch services to the City of Houston Fire Department. The most recent contract expired on June 30, 2016, but Palmer has continued to provide dispatch services since then.

The City of Houston has historically paid roughly one percent of Palmer's overall dispatch expenses. Last year the amount of the contract was \$13,087. However, it is uncertain whether Palmer will continue to provide such services to Houston past January, 2017, due to the Mat-Su Borough's recent dispatch RFP.

This the case, a month to month agreement with the City of Houston satisfies several needs: It allows Palmer to continue to provide a service to another city while not agreeing to contractual demands it might be unable to meet. It allows the City of Houston to continue receiving emergency dispatch services. It allows Houston to compensate Palmer for these services yet not expend funds for a performance period which might be shorter than a long contract period anticipates.

A sum of \$1,090.58 is the monthly amount Houston will pay Palmer for dispatch services under this agreement. This is the amount of the prior contract total divided by twelve to reach a monthly rate. This month to month agreement is anticipated to end on or around December 31, 2016. By this time the results of the Mat-Su Borough RFP for dispatch services should be known, and a more stable contract period should be feasible if Palmer is the successful proposer. There are no changes to the most recent agreement between Palmer and Houston other than the price and length of the contract. Total funds to be accepted and appropriated are \$6,543.48

Administration recommendation: Adopt Resolution No. 16-023

Introduced by: City Manager
Date: Sept 13, 2016
Action:
Vote:

| | |
|------|-----|
| Yes: | No: |
|------|-----|

CITY OF PALMER, ALASKA

RESOLUTION NO. 16-023

A RESOLUTION OF THE PALMER CITY COUNCIL ACCEPTING AND APPROPRIATING \$6,543.48 FROM THE CITY OF HOUSTON TO PROVIDE EMERGENCY DISPATCH SERVICES FOR THE PERIOD OF JULY 1, 2016 THROUGH DECEMBER 31, 2016

WHEREAS, the contract between the Cities of Palmer and Houston for Palmer to provide emergency dispatch services to Houston expired June 30, 2016; and

WHEREAS, the Houston Fire Department will continue to require dispatch services; and

WHEREAS, the City of Palmer desires to provide emergency dispatch services to the City of Houston in the continuing interests of public safety;

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council to accept and appropriate monthly payments in the amount of \$1,090.58 from the City of Houston to be used to provide emergency dispatch services to the City of Houston through December 31, 2016

ORIGINAL SCOPE OF WORK

The City proposes to use the funds from the City of Houston to provide emergency dispatch service for the Houston Fire Department for the period of July 1, 2016 through December 31, 2016.

BUDGET

| | |
|------------------|------------|
| City of Houston: | \$6,543.48 |
| City of Palmer: | \$0.00 |

Total Project Budget: \$6,543.48

Passed and approved by the City Council of the City of Palmer, Alaska, this 13th day of September, 2016.

DeLena Johnson, Mayor

Norma I. Alley, MMC, City Clerk

COOPERATIVE SERVICES AGREEMENT
Between the
CITY OF PALMER and the CITY OF HOUSTON
For
DISPATCH SERVICES

A. DEFINITIONS/PURPOSE

1. Definitions

In this Agreement:

- a. "Palmer" means the City of Palmer;
- b. "Houston" means the City of Houston;
- c. "parties" means Palmer and Houston;
- 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 Houston. 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, 2015, thru June 30, 2016, subject to the termination provisions of Section L. This contract may be renewed by mutual agreement of the parties.

C. SERVICES PROVIDED BY PALMER

Palmer shall provide the following services to Houston 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 manmade. Additionally, the facility will have adequate space and power requirements to fulfill these services and have a back-up power source to ensure uninterrupted services.

COOPERATIVE SERVICES AGREEMENT
Between the
CITY OF PALMER and the CITY OF HOUSTON
For
DISPATCH SERVICES

3. Radio or telephone dispatching of emergency and non-emergency requests for services of Houston. The services provided by Houston include but are not limited to:
 - a. Fire Services – Dispatch for Houston Fire Department;
 - b. Incident Management Team (IMT) – Dispatch of the IMT during a disaster situation.
4. Accurate recording and logging of incoming and outgoing emergency calls, non-emergency requests for services, and to provide to Houston such records of those calls as Houston deems necessary.
5. To provide the above services in a manner that does not discriminate based on callers but which may prioritize based on the nature of the call.
6. To staff the dispatch center with 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.
7. 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. Dispatch Center Policy and Procedures Manual;
 - d. Knowledge of Houston, including the contacts and chain of command of Houston;
 - e. Knowledge of the city and community boundaries in the borough;
 - f. CPR, including annual refresher courses as required;
 - g. Use of the InterAct (or equivalent) computer-aided dispatch system and protocols, including proficiency in System Status Management (SSM) procedures;
 - h. U.S. Department of Transportation (DOT) Hazardous Materials Reference Guide; and
 - i. Use of Enhanced 911 (E-911) software and system.

COOPERATIVE SERVICES AGREEMENT
Between the
CITY OF PALMER and the CITY OF HOUSTON
For
DISPATCH SERVICES

8. Palmer shall provide reports (including year-to-date totals) to Houston 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. 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.
9. Palmer shall coordinate with Houston the release of dispatch information to the public (written documents, recordings of any phone and radio traffic, etc.) regarding any dispatch information involving Houston assets. Palmer shall release such items to Houston upon request.

D. RELATIONSHIP OF PARTIES

Palmer shall perform its obligations pursuant to the terms of this Agreement as an independent contractor of Houston. Houston shall not supervise or direct Palmer other than as provided in this section.

E. NON-DISCRIMINATION

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

F. ALLOCATION OF COSTS

Palmer shall provide Houston with Palmer's written estimates of the total costs of operating the dispatch center for 2015.

G. PAYMENTS

1. Houston agrees to pay to Palmer for dispatch costs the amounts agreed to herein and under any extensions of this Agreement.

COOPERATIVE SERVICES AGREEMENT
Between the
CITY OF PALMER and the CITY OF HOUSTON
For
DISPATCH SERVICES

2. Houston shall pay Palmer two semi-annual payments according to the following schedule:

- a. \$6,543.50 no later than July 16, 2015; and,
- b. \$6,543.50 no later than January 14, 2016

H. TERMINATION FOR CONVENIENCE OF PARTIES

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.

I. 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.

J. THIRD PARTY BENEFICIARY

This Agreement is for the benefit of the parties only and not for the benefits 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.

K. 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.

L. 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.

M. SEVERABILITY

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

COOPERATIVE SERVICES AGREEMENT
Between the
CITY OF PALMER and the CITY OF HOUSTON
For
DISPATCH SERVICES

N. 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.

O. 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.

P. 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 addresses:

To the City of Palmer:

City of Palmer
Chief of Police
231 W. Evergreen Ave.
Palmer, AK 99645

Copy to:

City of Palmer
City Manager
231 W. Evergreen Ave.
Palmer, AK 99645

To the City of Houston:

City of Houston
City Clerk
P.O. Box 940027
Houston, AK 99694

Q. CAUSES BEYOND CONTROL

In the event a party is prevented by a cause or causes beyond control of the party from performing any obligation under this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of contract which will render the party liable for damages or give rights to the cancellation of the contract for cause. However, if and when such cause or causes cease to prevent performance, the party shall exercise all reasonable diligence to resume and complete performance of the obligation with the least practicable delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the party and which prevent the performance of the party: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the party from performing the terms of the contract as set forth herein. Events which are peculiar to a party and would not prevent another similar party from performing including, but not limited to, financial difficulties are not causes beyond the control of the party.

COOPERATIVE SERVICES AGREEMENT
Between the
CITY OF PALMER and the CITY OF HOUSTON
For
DISPATCH SERVICES

R. 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.

S. ACKNOWLEDGEMENT

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.

T. AMENDMENTS, MODIFICATIONS, AND SUPPLEMENTS

The parties may mutually agree to modify the terms of the contract. Modifications to the contract shall be incorporated into the contract by duly signed, written amendments.

CITY OF PALMER




JOE HANNAN, Manager

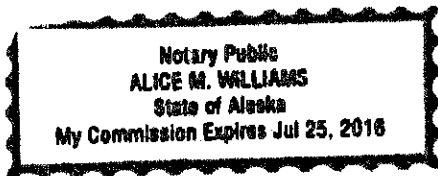
Date 8/17th / 15

STATE OF ALASKA)
)ss
Third Judicial District)

On August 17, 2015, 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.



NOTARY PUBLIC
My Commission expires: Jul 25, 2016



COOPERATIVE SERVICES AGREEMENT
Between the
CITY OF PALMER and the CITY OF HOUSTON
For
DISPATCH SERVICES

CITY OF HOUSTON

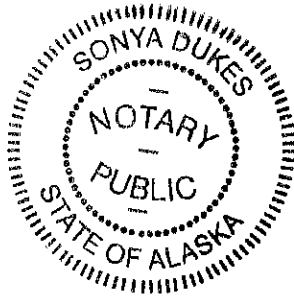
Virgie Thompson
VIRGIE THOMPSON, Mayor

8-17-15
Date

STATE OF ALASKA)
)ss
Third Judicial District)

On Aug. 17, 2015, Virgie Thompson 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.

Sonya Duker
NOTARY PUBLIC
My Commission expires: w/office



ADDENDUM NO. 1

Addendum to the Cooperative Services Agreement for Dispatch Services between the City of Houston and the City of Palmer.

It is hereby mutually agreed that effective July 1, 2016, the Cooperative Services Agreement for Dispatch Services for FY17 between the **City of Houston and the City of Palmer**, is hereby extended on a month to month basis. The City of Houston shall pay to the City of Palmer, for dispatch services, the sum of one thousand ninety dollars and fifty eight cents (\$1,090.58) for each month services are provided.

All other terms and conditions shall remain in full force and effect.

CITY OF HOUSTON

Virgie Thompson, Mayor

Date

STATE OF ALASKA)
) ss
Third Judicial District)
Matanuska-Susitna Borough)

On _____, 2016, Virgie Thompson, Mayor, personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that she did sign this addendum.

Notary Public

My commission expires:_____

CITY OF PALMER

Nathan E. Wallace, City Manager

Date

STATE OF ALASKA)
) ss
Third Judicial District)
Matanuska-Susitna Borough)

On _____, 2016, Nathan E. Wallace, City Manager, personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he did sign this addendum.

Notary Public

My commission expires:_____



| | | |
|--------------------|---------------------------|--------|
| | Approved | Denied |
| Date Action Taken: | 8.11.16 | |
| Other: | | |
| Verified by: | Sonya Dukes City Clerk | |

**CITY OF HOUSTON
ACTION MEMORANDUM NO.16-13**

Title: Authorize the Mayor to extend the Cooperative Service Agreement with the City of Palmer for dispatch services on a month to month basis in the amount of \$1, 090.58. (Addendum No. 1).

Agenda of: August 11, 2016

Originator: City Clerk, Sonya Dukes

Approved for presentation by:

| | | |
|-----------------------|---|--------------------|
| City Clerk | X | <u>Sonya Dukes</u> |
| Public Works Director | X | |
| Treasurer | X | <u>[Signature]</u> |
| Fire Chief | X | |

Reviewed by Mayor: Virgie Thompson

Attachment(s):

- FY16 Cooperative Service Agreement
- Addendum No. 1, Addendum to the Cooperative Service Agreement for dispatch services between the City of Houston and the City of Palmer.

Fiscal Impact:

| | | |
|-------------------------------------|---------------------------------------|--------------------|
| This legislation (√): | | |
| <input checked="" type="checkbox"/> | Has a Fiscal Impact (\$) | Funds are budgeted |
| <input type="checkbox"/> | Appropriation of funds required from: | |
| <input checked="" type="checkbox"/> | General account | \$ 1,090.58 |
| <input type="checkbox"/> | Reserve account | \$ _____ |
| <input type="checkbox"/> | Capital account | \$ _____ |
| <input type="checkbox"/> | Other | \$ _____ |

Summary statement: This amends the cooperative service agreement for dispatch by extending the agreement effective July 1, 2016 on a month to month basis in the amount of \$1,090.58.

Administration recommendation: Approve Action Memorandum 16-13.

