

Mayor Steven J. Carrington
Deputy Mayor Pamela Melin
Council Member Carolina Anzilotti
Council Member John Alcantra
Council Member Richard W. Best
Council Member Thomas Ojala IV
Council Member Joshua Tudor

City Manager John Moosey
City Clerk Shelly M. Acteson, CMC
City Attorney Sarah Heath, Esq.

City of Palmer, Alaska
Regular City Council Meeting
September 26, 2023, at 6:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
2. Approval of Minutes of Previous Meetings
 - A. September 12, 2023, Regular Meeting

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Elected Officials in Attendance
2. Board/Commission Members in Attendance
3. A Proclamation Recognizing October 23-31, 2023, as Red Ribbon Week
4. Presentation from Palmer Police Department – Office Facilities

F. REPORTS

1. City Manager's Report
2. Mayor's Report
3. City Clerk's Report
4. City Attorney's Report

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARINGS

I. ACTION MEMORANDA

1. **Action Memorandum No. 23-054:** Authorizing the City Manager to Execute Amendment #4 – Final Design, Bidding, and Construction Administration Services with HDL Engineering Consultants in the Amount not to exceed \$164,895 for Engineering and Construction Services for the Bogard Road Booster Station Project
2. **Action Memorandum No. 23-055:** Authorizing Utility Connection outside City limits for a multifamily development located at 12821 E. Scott Road, Palmer, Alaska
3. **Action Memorandum No. 23-056:** Authorizing the City Manager to Execute a Contract with White Knight Services in the Amount of not to exceed \$2,004.00 per complete call out for snowplow City facilities
4. **Action Memorandum No. 23-057:** Authorizing the City Manager to Execute a Contract extension with Eagle View Excavation in the Amount of not to exceed \$90.00 per hour per truck for City Snow Haul Services
5. **Action Memorandum No. 23-058:** Authorize the City Manager to Negotiate and Award a

Contract with Alcan Electrical & Engineering for a New Telephone System, in an Amount Not to Exceed \$70,000

6. **Action Memorandum No. 23-059:** Authorizing the City Manager to Execute a New Lease Agreement with Flying Gator, LLC, on the Palmer Municipal Airport, Leased Lot 32 B
7. **Action Memorandum No. 23-060:** Authorizing the City Manager to Negotiate and Execute a Contract with Talon Construction for the Construction of Temporary Walls at the Palmer Public Library from Roof Collapse for the Weatherization and Security of the Building in an Amount Not to Exceed \$48,686

J. UNFINISHED BUSINESS

K. NEW BUSINESS

1. Discussion regarding residency requirement for Palmer City Manager: City of Palmer, Alaska, Municipal Charter, Section 5.4, and Palmer Municipal Code, 4.15.060

L. RECORD OF ITEMS PLACED ON THE TABLE

M. AUDIENCE PARTICIPATION

N. EXECUTIVE SESSION

O. COUNCIL MEMBER COMMENTS

P. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
October 10	Regular	6 pm	Certify election
October 17	Special	6 pm	2024 Budget
October 24	Regular	6 pm	
November 7	Special	6 pm	Tentative – 2024 Budget
November 14	Regular	6 pm	
November 28	Regular	6 pm	

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on September 12, 2023, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor Carrington called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Mayor Steve Carrington, Council Members Carolina Anzilotti, Thomas Ojala IV, and Richard W. Best

Absent and excused: Council members Josh Tudor and John Alcantra and Deputy Mayor Melin

Staff in attendance:

Shelly M. Acteson, CMC, City Clerk
Sarah Heath, City Attorney
Brad Hanson, Community Development Director
John Moosey, City Manager
Dwayne Shelton, Police Chief
Chad Cameron, Fire Chief

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda as amended

Moved by:	N/A
Seconded by:	N/A
Vote:	Unanimous Consent
Action:	Motion Carried

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Gary Wolf, Laura Reed, and Angie Brose: Update on Palmer Library Project
2. Elected Officials in Attendance - None
3. Board/Commission Members in Attendance - None
4. A Proclamation Recognizing Josephine Herbert – presented by Council Member Anzilotti

F. REPORTS

1. City Manager reported on the following:
 - Opioid Task Force meeting next Thursday.
 - Bright Lights Open House next Friday.
 - MVP/MPO meeting next Tuesday.
 - September 25 thru 27th AML grant symposium.

- New Airport Superintendent starts October 2.
 - New Building Inspector starts soon.
2. Mayor Carrington reported on the following:
 - Written report in the packet.
 - Saroma delegation in town for the next week.
 3. City Clerk reported on the following:
 - Early voting starts on Monday, September 18.
 4. City Attorney's reported on the following:
 - Provided an update on current projects and litigation.

G. AUDIENCE PARTICIPATION

Heather Marron:

- Commented on the Josephine Herbert proclamation.

Mike Chmielewski:

- Commented on the recent radio appearance by the City Clerk.

H. PUBLIC HEARINGS

1. **Resolution 23-021:** Directing the City Manager to Authorize Hardware and Software Upgrades to the City's Technology Infrastructure in the Amount of \$34,057

Mayor Carrington opened the public hearing.

Seeing no one come forward, Mayor Carrington closed the public hearing.

Main Motion: To Adopt Resolution 23-021, postponed from June 27 meeting

Moved by:	Best
Seconded by:	Ojala IV
Vote:	Unanimous
Action:	Motion Carried

2. **Resolution No. 23-028:** Authorizing the City Manager to Accept and Appropriate Funds from the Matanuska Susitna Borough School District for a School Resource Officer at Colony High School and Colony Middle School and to fill the Patrol Officer Vacancy Created by Assigning an SRO to Colony High School

Mayor Carrington opened the public hearing.

Seeing no one come forward, Mayor Carrington closed the public hearing.

Main Motion: To Adopt Resolution No. 23-038

Moved by:	Best
Seconded by:	Anzilotti
Vote:	Unanimous
Action:	Motion Carried

3. **Resolution 23-029:** Accepting and Appropriating \$2,461,261 from the Matanuska-Susitna Borough's State and Local Fiscal Recovery Funds as a Subaward Grant in Support of the Bogard

Road Booster Station Construction

Mayor Carrington opened the public hearing.

Seeing no one come forward, Mayor Carrington closed the public hearing.

Manager Moosey provided a staff report.

Main Motion: To Adopt Resolution No. 23-029

Moved by:	Best
Seconded by:	Ojala IV
Vote:	Unanimous
Action:	Motion Carried

I. ACTION MEMORANDA

1. **Action Memorandum No. 23-050:** Authorizing the City Manager to Accept Donations to the 2023 Palmer Police Bike with the Blue Event by the Mat-Su Health Foundation in the Amount of \$500

Main Motion: To Approve Action Memorandum No. 23-050

Moved by:	Best
Seconded by:	Anzilotti
Vote:	Unanimous
Action:	Motion Carried

2. **Action Memorandum No. 23-051:** Authorizing the City Manager to Purchase a Crown Walkie Straddle Stacker in an Amount not to Exceed \$18,945 To Replace Palmer Fire & Rescue's Damaged Electric Lift

Main Motion: To Approve Action Memorandum No. 23-051

Moved by:	Best
Seconded by:	Anzilotti
Vote:	Unanimous
Action:	Motion Carried

3. **Action Memorandum No. 23-052:** A: Authorizing the City Manager to Purchase a SCBA Decon Washer in an Amount Not to Exceed \$37,553.30 to Reduce Use on Palmer Fire & Rescue's Extractor

Main Motion: To Approve Action Memorandum No. 23-052

Moved by:	Best
Seconded by:	Anzilotti
Vote:	Unanimous
Action:	Motion Carried

4. **Action Memorandum No. 23-053:** A Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection of the Liquor License Renewal of Humdinger's Gourmet Pizza Co. #3767

Main Motion: To Approve Action Memorandum No. 23-053

Moved by:	Anzilotti
Seconded by:	Ojala IV
Vote:	Unanimous
Action:	Motion Carried

J. UNFINISHED BUSINESS

K. NEW BUSINESS

1. Discussion regarding residency requirement for Palmer City Manager: City of Palmer, Alaska, Municipal Charter, Section 5.4, and Palmer Municipal Code, 4.15.060

This agenda item was postponed to the September 26 Council Meeting.

L. RECORD OF ITEMS PLACED ON THE TABLE

M. AUDIENCE PARTICIPATION

No comments

N. EXECUTIVE SESSION

O. COUNCIL MEMBER COMMENTS

Council Member Ojala IV:

- Congratulated Josephine Herbert and her foster family.
- Commented positively on the new fire department washer.

Council Member Anzilotti:

- Expressed honor to read the proclamation for Josephine Herbert.
- Conveyed condolences for the Alcantra family.

Council Member Best:

- Conveyed condolences for the Alcantra family.

Mayor Carrington:

- Also expressed sympathies for the Alcantra family.


P. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:52 p.m.

Approved this 26th day of September, 2023.

Shelly M. Acteson, CMC, City Clerk

Steve Carrington, Mayor



Palmer Mayor's Report

Tuesday September 26, 2023, Council Meeting

Japanese Delegates

The Saroma delegates were here in Palmer for the last two weeks. If you remember earlier this summer, we assisted with the Palmer delegates travelling to Saroma. I attended the welcoming assembly at Palmer Junior Middle School with a potluck that evening. I also hosted them for a tour of City Hall and lunch at Pizzeria Delphi. I also attended a farewell potluck at Palmer High School. The host families thanked Palmer City Council for their help with students travelling to Saroma. Most of the families that had students travel to Saroma this summer were also the host families of the Saroma delegates this Fall.

MVP MPO – Mat-Su Valley Planning for Transportation

The Pre-MPO Policy Board met Sept. 19. John Moosey and I attended, and I was recognized as the Palmer voting board member. They are in the process of organizing according to the original board makeup of two borough reps and one for each of the other groups. We elected Mayor Ledford as the Acting President. The paperwork is still being compiled to send to the State of Alaska later this Fall.


Representatives attending were:

- John Binder - ADOT&PF
- Steve Carrington, Mayor - City of Palmer
- Glenda Ledford, Mayor – City of Wasilla
- Kaylan Wade - Chickaloon Native Village
- Bob Charles – Knik Tribe
- Edna DeVries, Mayor - MSB
- Mike Brown – MSB Rob Yundt, Assembly Member - MSB

Meeting Agenda Highlights:

Communications and Appearance

- A Proclamation Recognizing October 23-31, 2023, as Red Ribbon Week
- Presentation from Palmer Police Department – Office Facilities – Chief Shelton will present information about the Police Facilities. In our current budget we have listed money to be considered for future years (for further reading see page 61 of <https://www.palmerak.org/sites/default/files/fileattachments/finance/page/24522/>)



Palmer Mayor's Report

[legislation supporting documents section.pdf](#)). This will be like a preamble as we look to the budget next month.

Action Memoranda

We have seven action memoranda.

- The first is for final design and construction administration services with HDL.
- The second authorizes utility connection outside Palmer City Limits.
- The third is for snow removal call out services.
- The fourth is for snow removal hauling services.
- Fifth is for a new telephone system for City Hall.
- The sixth is an airport lease agreement with Flying Gator LLC.
- The seventh is for construction of temporary walls for weatherization at the Palmer Library (covered by insurance).

New Business

Discussion regarding residency requirement for Palmer City Manager. Deputy Mayor requested the council have a discussion of the Palmer City Manager residency requirement.

Mayor Steve Carrington



Shelly M. Acteson, CMC
City Clerk

Direct: (907) 761-1301
Fax: (907) 745-0930

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

TO: Mayor Carrington and Council Members
FROM: Shelly M. Acteson
DATE: September 20, 2023
SUBJECT: Report for September 26 meeting packet

Elections:

The early voting period began on September 18 and will continue until October 2, 8 am to 5 pm, Monday through Friday, City Hall. To date, 18 residents have voted at City Hall.

To date, I have received 47 requests for absentee by mail ballots. About half of those ballots have been voted and mailed back.

Election day is October 3. The Canvass Board will meet on October 4, 5 and 6, depending on the number of ballots to be canvassed.

AML Conference:

The annual Alaska Municipal League Conference will be held in Anchorage, December 6-8, at the Dena'ina Center. Please let the Deputy Clerk, Benji Johnson, know sooner rather than later if you would like to attend.

The Alaska Conference of Mayors will meet on December 5 from 8 am to 4:30 pm.

Deputy Clerk:

Benji Johnson has accepted the position of Deputy Clerk. Her first day was September 20. Benji was raised in Palmer, and has worked for the Mat-Su Borough, and most recently the City of Wasilla Clerk's Office.

Upcoming Council Meetings:

Meeting Date	Meeting Type	Time	Notes
October 10	Regular	6 pm	Certify election

Meeting Date	Meeting Type	Time	Notes
October 17	Special	6 pm	2024 Budget
October 24	Regular	6 pm	
November 7	Special	6 pm	Tentative – 2024 Budget
November 14	Regular	6 pm	
November 28	Regular	6 pm	

City of Palmer
Action Memorandum No. 23-054

Subject: Authorizing the City Manager to Execute Amendment #4 – Final Design, Bidding, and Construction Administration Services with HDL Engineering Consultants in the Amount not to exceed \$164,895 for Engineering and Construction Services for the Bogard Road Booster Station Project

Agenda of: September 26, 2023

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

Originator Information:

Originator: Jude Bilafer, Director of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
X	Public Works	<i>JPB</i>	09/07/2023

Certification of Funds:

Total amount of funds listed in this legislation: \$ **\$164,895**

This legislation (√):

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

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>Grant Agreement with Mat-Su Borough</u>
<input type="checkbox"/>	Not budgeted	<u>24-01-25-6220 Engineering</u>

Director of Finance Signature: *[Signature]*

Approved for Presentation By:

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

Attachment(s):

1. HLD Cost Proposal

Summary Statement/Background:

HDL began design work for the Bogard Road Booster Station Project in 2016. A 35%-level design was developed and served to support funding requests and provided the basis of design for a site preparation project. Funding was acquired for preparation of the booster station site and construction was completed in 2017, with HDL providing construction oversight. In 2020, the remainder of grant funding was used to advance the project to the 95% design stage. Staff is requesting the Approval \$164,895 for HDL to review and finalize their original design for the Bogard Booster Station Project to extend City of Palmer water lines / service along Bogard Road, prepare complete bidding documents, and to provide construction administration once the project commences. Funding for this project will come from a federal grant the Matanuska-Susitna Borough received and passed along to the City of Palmer.

Administration's Recommendation:

To Approve Action Memorandum No. 23-054.

August 31, 2023

Jude Bilafer
Director of Public Works
City of Palmer
231 West Evergreen Avenue
Palmer, AK 99645

Subject: Amendment 4 – Final Design, Bidding, and CA
City of Palmer - Bogard Road Booster Station

As requested, HDL Engineering Consultants, LLC (HDL) has prepared and presents this amendment request to provide final design, ADEC permitting, bidding, and construction phase services for the Bogard Road Booster Station project in the City of Palmer (Palmer).

Background and Summary

HDL began design work for the project in 2016 with completion of a 35%-level design of the booster station. The 35% design served to support funding requests and provided the basis of design for a site preparation project. Funding was acquired for preparation of the booster station site and construction was completed in 2017, with HDL providing construction oversight. In 2020, the remainder of grant funding for the site preparation project was utilized to advance the project to the 95% design stage while additional funding was acquired.

We understand that Palmer now has funding to complete design and construct the booster station. HDL will continue working with EDC, Inc. and Design Alaska to complete mechanical/electrical and architectural/structural designs, respectively.

Amendment Request

Task 7: Final Design

HDL received comments from Palmer on the 95% design package in 2020. We will address comments and perform an internal review of design documents to ensure their accuracy with any revised construction standards. We will also provide a basic internal layout detail, site plan, and electrical designs for a new water meter vault at the water main connection to the Colony Schools Water System. We anticipate that this will require a power extension for heating and lighting, and piping design for the concrete vault. Structural design will be the responsibility of the construction contractor. We will provide Palmer with a progress submittal for the meter vault design prior to completion of this design phase.

Civil
Engineering

Geotechnical
Engineering

Transportation
Engineering

Aviation
Engineering

W/WW
Engineering

Environmental
Services

Surveying &
Mapping

Construction
Administration

Material
Testing

Concurrently with design completion, we will prepare and submit an application for approval to construct the project to the Alaska Department of Environmental Conservation (ADEC).

Task 8: Bid Phase Services

After completion of bid-ready documents, HDL will assist Palmer with bidding and getting the successful bidder under contract for the work. On behalf of Palmer, we will prepare the invitation to bid, respond to bidder's questions, attend a pre-bid conference, issue written addenda, tabulate bids and check bid proposals for completeness, review bonding and insurance submittals, and provide a written recommendation for award based on the lowest responsive bid.

Task 9: Construction Phase Services

HDL will provide Palmer with construction administration (CA) and part-time inspection services during construction. HDL will work closely with the Public Works staff and will be the Contractor's primary point of contact for verbal and written communication. Our scope of work will include construction monitoring, coordination, administration, inspection, and record drawings.

HDL will coordinate and monitor the day-to-day activities of the project on behalf of Palmer. Chris Bowman, PE, will be the Contract/Project Manager, and Lyon Kopsack, EIT, will be the Project Engineer. Lyon will work to keep Palmer informed of progress, field directives, and any changes as they arise. Chris will provide quality control and oversight of HDL activities.

Construction Administration: At project startup, HDL will review material and equipment submittals, shop drawings, samples, and Contractor work plans. HDL will conduct a pre-construction conference to review the Contractor's proposed schedule, establish procedures for submittals and shop drawings, and establish a working understanding between the Contractor, HDL, and Palmer. We anticipate the submittal process will take three weeks.

During construction, HDL will review administrative submittals and schedules and will review and respond to Design Clarification/Verification Requests (DCVRs). We will conduct formal weekly construction meetings, review Contractor pay requests, pay items, and provide recommendations for payment. We anticipate a construction period of 28 weeks.

Our subconsultants, EDC and Design Alaska, will assist HDL with applicable submittal reviews, DCVR responses, and change orders.

Construction Inspection: HDL will provide part-time construction inspection during the Contractor's onsite activities to observe and document the construction on behalf of Palmer. Documentation will include photographs and daily reports detailing the equipment, labor, inspections, testing, and activities occurring while our Inspector is onsite. Copies of daily reports will be provided to Palmer. HDL will also conduct formal substantial and final completion inspections jointly with Palmer and prepare a substantial completion inspection report and list of deficient items. EDC and Design Alaska will also perform inspections as detailed in their attached fee proposals.

Quality Assurance Testing & Special Inspection: HDL will provide quality assurance testing and observation of concrete during placement. We will verify the correct concrete mix design during placement, observe forming and placement techniques, and verify that concrete testing is being performed by the contractor. We will also provide special inspections on behalf of Palmer at the frequencies noted on the structural sheets.

System Startup/Commissioning: HDL will provide full-time representation during system startup to assist with and document the activities. We anticipate that system startup will occur during business hours over the course of one day.

Record Drawings/O&M Manuals and Closeout Documents: The project team will review the Contractor's construction markups and prepare electronic record drawings. We will submit two sets of half-size record drawings on bond paper and in PDF format for your records. HDL will also submit record drawings to ADEC and apply for Approval to Operate the new improvements on behalf of Palmer. We will review the Contractor's operation and maintenance materials and prepare an operations manual. We will submit two bound hard copies to the City and electronically in PDF format.

For the construction contract closeout, we will request a release of liens and claims statement from the Contractor and will distribute project completion and acceptance certificates for execution.

Assumptions

1. HDL will be the primary point of contact for verbal and written communications. We will coordinate and monitor Contractor activities on Palmer's behalf.
2. HDL will provide part-time inspection services during construction. Inspection will not be required on weekends, holidays, or double shifts.
3. We do not anticipate the Inspector will be required to work overtime.
4. Excludes claims negotiations or protracted disputes with the Contractor, repeated retesting due to inadequate Contractor performance, or if the Contractor's work extends beyond the performance period.
5. HDL is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with construction of the Project, or for acts or omissions of contractors, subcontractors or any other persons performing construction of the project, or for the failure of any of them to carry out the Project in accordance with the Contract Documents.
6. Substantial and final completion dates of the construction contract will not be extended.

Please let us know immediately if any of these assumptions are contrary to your anticipation so we may revise our proposed scope of work.

Cost Proposal

We propose to provide the aforementioned services on a time and expense basis at our published hourly rates and a 10% mark-up on subcontracts for a cost not to exceed **\$164,895**. Further detail is included on the attached worksheet.

Sincerely,

HDL Engineering Consultants, LLC



Chris Bowman, PE

Water/Wastewater Department Manager

e: cbowman@HDLalaska.com | o: 907.746.5230

Attach: Cost Detail and Subconsultant Proposals (7 pages)

CC: David Lundin, PE, HDL

[illegible]

COST ESTIMATE PER TASK

FIRM: HDL Engineering Consultants, LLC					PROJECT TITLE: Bogard Road Booster Station - Amd 4							
TASK NO: 7		TASK DESCRIPTION: Final Design								DATE: 8/31/2023		
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>					PREPARED BY: Chris Bowman					
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
		Principal Civil Eng.	Senior Civil Engineer	Eng Assistant	Designer/ Drafter	Clerical						
7.1	Management & Coordination	4	12			2						
7.2	Final PS&E											
	Internal Review		8	16								
	Plans		6	24	40							
	Specifications		4	8								
	Estimate		1	2	1							
7.3	ADEC Approval to Construct		2	16								
TOTAL LABOR HOURS		4	33	66	41	2	0	0	0	0	0	0
* LABOR RATES (\$/HR)		\$200.00	\$170.00	\$125.00	\$125.00	\$95.00						
LABOR COSTS (\$)		\$800.00	\$5,610.00	\$8,250.00	\$5,125.00	\$190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXPENSES					COMMENTS:
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE	
7.3	Permit Fee	1	\$1,250.00	\$1,250.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
	Markup at 10%			\$125.00	FIRM'S TOTAL COST OF LABOR (or Fixed Price): \$19,975 IF CPFF, TOTAL INDIRECT COST @ 0.00% \$0
				\$0.00	
TOTAL EXPENSES:				\$1,375	
SUB-CONTRACTORS: Firm Initials and Price Per Task					FIRM'S TOTAL EXPENSES \$1,375 FIRM'S TOTAL COST (no Subcontracts or Fee) \$21,350
FIRM:	EDC	Design Alaska			
AMOUNT:	\$25,500	\$4,500			
			Subtotal	10% Markup	
			\$30,000	\$3,000	TOTAL SUBCONTRACTOR PRICES: \$33,000

Task Total = \$54,350

* Labor Rates shall be direct labor (base pay) only if Method of Payment is CPFF; otherwise, Labor Rates shall be total rates (i.e. base pay + benefits + overhead + profit.)

FIRM: HDL Engineering Consultants, LLC				PROJECT TITLE: Bogard Road Booster Station - Amd 4											
TASK NO: 8		TASK DESCRIPTION: Bid Phase Svcs										DATE: 8/31/2023			
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>						PREPARED BY: Chris Bowman							
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION													
		Principal Civil Eng.	Senior Civil Engineer	Eng Assistant	Designer/Drafter	Clerical									
	Pre-bid Conference	1	2	4											
	Respond to Questions/Addenda	1	8	16	8										
	Bid Review/Rec. of Award	1	2	4		1									
TOTAL LABOR HOURS		3	12	24	8	1	0	0	0	0	0	0			
* LABOR RATES (\$/HR)		\$200.00	\$170.00	\$125.00	\$135.00	\$95.00									
LABOR COSTS (\$)		\$600.00	\$2,040.00	\$3,000.00	\$1,080.00	\$95.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
EXPENSES						COMMENTS: .									
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE											
				\$0.00											
				\$0.00											
				\$0.00											
				\$0.00											
				\$0.00											
				\$0.00											
Markup at 10%				\$0.00		FIRM'S TOTAL COST OF LABOR (or Fixed Price):		\$6,815							
						IF CPFF, TOTAL INDIRECT COST @		0.00% \$0							
						FIRM'S TOTAL EXPENSES		\$0							
						FIRM'S TOTAL COST (no Subcontracts or Fee)		\$6,815							
SUB-CONTRACTORS: Firm Initials and Price Per Task															
FIRM:	EDC	Design Alaska				Subtotal	10% Markup								
AMOUNT:	\$1,900	\$1,000				\$2,900	\$290	TOTAL SUBCONTRACTOR PRICES: \$3,190							

Task Total = \$10,005

COST ESTIMATE PER TASK

FIRM: HDL Engineering Consultants, LLC				PROJECT TITLE: Bogard Road Booster Station - Amd 4								
TASK NO: 9		TASK DESCRIPTION: Const Phase Svcs									DATE: 8/31/2023	
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>						PREPARED BY: Chris Bowman				
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
		Principal Civil Eng.	Senior Civil Engineer	Eng Assistant	Matl Tester/ Spec Insp	Designer/ Drafter	Clerical					
	Management & Coordination	4	12				2					
	Construction Admin.											
	Administration (Office-28 weeks)	14	56	112								
	Subconsultant Oversight/Coord		8	32								
	Preconstruction Meeting		2	4								
	Submittals		8	16								
	Construction Inspection											
	Periodic Inspections		40	160								
	System Startup		4	8								
	Substantial		2	4								
	Final		2	4								
	Material Testing/Special Insp.				40							
	Rec. Dwgs/O&M Manuals/Closeout											
	Record Drawings		2	4		16						
	O&M Manual		4	20								
	Closeout		2	6								
	ADEC Approval to Operate		1	4								
TOTAL LABOR HOURS		18	143	374	40	16	2	0	0	0	0	
* LABOR RATES (\$/HR)		\$205.00	\$170.00	\$125.00	\$95.00	\$125.00	\$95.00					
LABOR COSTS (\$)		\$3,690.00	\$24,310.00	\$46,750.00	\$3,800.00	\$2,000.00	\$190.00	\$0.00	\$0.00	\$0.00	\$0.00	
EXPENSES							COMMENTS:					
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE								
				\$0.00								
				\$0.00								
				\$0.00								
				\$0.00								
				\$0.00								
				\$0.00								
Markup at 10%				\$0.00			FIRM'S TOTAL COST OF LABOR (or Fixed Price): \$80,740					
							IF CPFF, TOTAL INDIRECT COST @ 0.00% \$0					
				TOTAL EXPENSES:	\$0			FIRM'S TOTAL EXPENSES \$0				
SUB-CONTRACTORS: Firm Initials and Price Per Task								FIRM'S TOTAL COST (no Subcontracts or Fee) \$80,740				
FIRM:	EDC	Design Alaska				Subtotal	10% Markup					
AMOUNT:	\$10,000	\$8,000				\$18,000	\$1,800	TOTAL SUBCONTRACTOR PRICES: \$19,800				

Task Total = \$100,540

* Labor Rates shall be direct labor (base pay) only if Method of Payment is CPFF; otherwise, Labor Rates shall be total rates (i.e. base pay + benefits + overhead + profit.)

August 17, 2023



HDL Engineering Consultants, LLC
202 W Elmwood Avenue
Palmer, AK 99645

Attn: Chris Bowman
Re: Bogard Booster Station
Proposal for Professional Services

Design Alaska, Inc. (Design Alaska) is pleased to submit this proposal for professional services to HDL Engineering Consultants (Client).

AGREEMENT

Upon acceptance of this proposal by Client, the considerations expressed herein (including Basic Services, Compensation and Other Terms) will constitute the Agreement between Client and Design Alaska for the Professional Services to be performed.

THE PROJECT

Development of a water booster station on Bogard Road in Palmer Alaska.

BASIC SERVICES

The scope of professional services proposed for this project is limited to:

Task 1 - Design

1. Develop 100% design for the project based on the previously developed 95% design documents.
2. Review design for any code changes and incorporate and customer feedback.
3. 100% cost estimate based on current bidding environment.
4. Bidding assistance to answer contractor questions.

Task 2 – Construction Administration Services

1. Review construction contractor's material and equipment submittals.
2. Answer construction contractor questions; DCVRs or RFIs for example.
3. Progress inspections. 3 inspections are anticipated.
4. Substantial completion inspection to review the completed work.

This proposal is offered with the understanding that:

1. Work is intended to performed by open bid contractors.
2. The City of Palmer is the Authority Having Jurisdiction (AHJ) over this project site. Design Alaska will assist Client in preparation of AHJ, ADEC, and other agency application submissions.

This proposal specifically excludes:

1. Services associated with the identification or abatement of hazardous materials that might be encountered as part of the design or construction phases of this project.
2. Geotechnical engineering.

3. Preparation of bidding and construction contract documents (Div 00) and general administrative provisions (Div 01). It is assumed these will be owner provided for the project.
4. Special Inspections. These will be specified to be performed by the contractor.

COMPENSATION

For the **Task 1** Basic Services rendered and covered Other Direct Costs (ODCs), Design Alaska will be compensated on a **\$5,500** Lump Sum basis.

ODCs covered by the lump sum fees for the Basic Services rendered are limited to out-of-house reproduction expenses, mailing expenses. Public authority document review fees or state or local taxes paid by Design Alaska will be reimbursed at cost.

For the **Task 2** portion of Basic Services rendered, Design Alaska will be compensated on a Time and Expense basis in accordance with Design Alaska's Hourly Rate Schedule in effect at the time services are provided. A copy of the current rate schedule is attached. The estimated construction administration services are **\$8,000** for this project.

Design Alaska will be reimbursed for ODCs associated with the **Task 2** portion of Basic Services rendered at actual cost plus 10%. Other Direct Costs include the cost of travel and out-of-town living expenses, vehicle mileage expenses, meals, out-of-house reproduction expenses, mailing expenses.

INSURANCE

Design Alaska's insurance policies and limits are as indicated in the attached insurance certificates. Insurance requirements in excess of that indicated will be provided at cost if available for this project.

OTHER TERMS

Any professional services beyond the scope of professional services included with Basic Services will be performed upon written authorization of the Client and will be compensated for on a Time and Expense Basis in accordance with Design Alaska's Hourly Rate Schedule in effect at the time services are provided, plus fees of subconsultants and Other Direct Costs at actual cost plus 10%, or as otherwise negotiated. A copy of the current rate schedule is attached.

Payments for professional services rendered and for Other Direct Costs will be made monthly upon presentation of Design Alaska's statement. Payments due to Design Alaska under this Agreement will include a service charge of twelve percent (12%) per annum or the maximum permissible by applicable law, whichever is less, on any amount not paid within thirty (30) days after the date of billing.

Design Alaska makes no guarantees or warranties, express or implied, that the professional services performed under this agreement will be without error or flaw in judgment. Design Alaska will exercise that degree of skill, care, and judgment commensurate with the professional standards for services of a similar nature. Design Alaska shall not be liable under any other standard of performance.

Design Alaska shall not be liable for consequential damages arising out of or relating to the services provided under this Agreement. Consequential damages include rental expenses; loss of use, income,

profit, financing, business, and reputation; and loss of management or employee productivity or of the services of such persons.

Design Alaska has no control over information supplied by others (Client, utilities, other consultants, etc.) and has no obligation to verify its accuracy unless verification of such information is specifically listed in the scope of professional services under Basic Services.

Because of factors beyond the control of Design Alaska and the Client, actual bids or negotiated construction costs may vary from estimates of construction costs, which Design Alaska may prepare. Accordingly, Design Alaska does not warrant such estimates.

Design Alaska shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the Project, for the acts or omissions of contractors, subcontractors or any other persons performing construction of the Project, or for the failure of any of them to carry out the Project in accordance with the Contract Documents.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of Design Alaska, Design Alaska shall be compensated for all services performed to the termination date, together with reimbursable charges then due and all termination expenses.

This letter is the entire Agreement between the Client and Design Alaska. Changes or additions to this Agreement must be in writing and must be signed by both the Client and Design Alaska.

Acceptance of this Agreement by separate instrument is limited to the terms hereof, and Design Alaska hereby expressly objects to any different or additional terms contained in the Client's instrument of acceptance, whether in the form of a purchase order, acknowledgment, acceptance or other document.

If this proposal is satisfactory, sign, date, and return the original to Design Alaska. With the signature of the Client, this document becomes an Agreement for Professional Services and provides Design Alaska with authorization to proceed.

Respectfully submitted,
Design Alaska, Inc.



Chris H. Miller, P.E.
President

Date: 8/17/23

Accepted by:
HDL Engineering Consultants

By: _____
Authorized Signature

Title: _____

Date: _____



ENGINEERING DESIGN & CONSULTING

An Alaskan Owned Professional Corporation

EDC, INC.

213 W. Fireweed Lane
Anchorage, AK 99503

July 26, 2023

Chris Bowman, P.E.
Hattenburg, Dilley, & Linnell
202 W Elmwood Ave, Suite 1
Palmer, AK 99645

Subject: City of Palmer Bogard Road Booster Station and Valve Vault – 100%, Stamped
Electrical/Mechanical Design and Construction Administration (CA) Fee Proposal

Dear Chris:

This letter is EDC's proposal to provide electrical and mechanical engineering services in support of the booster station 100% design with no reservoir. This proposal is based on the following:

Scope of Work

Booster Station Design

- Final coordination with Matanuska Electric Association (MEA) and Matanuska Telephone Association (MTA) to provide electrical power and telecom to the site.
- Final coordination with Enstar for gas service to the site.
- Electrical service and power distribution equipment.
- Building and site lighting.
- Pressure pump final selections and piping design.
- Coordination with SCADA system contractor (TecPro) for development of SCADA system requirements, communications, and drawings.
- Chlorine system power and controls. Separate hypochlorite process will be provided.
- Building/Site security cameras and access controls.
- Natural gas standby generator with propane backup.
- Building HVAC including electric, and gas fired terminal heating units and chemical room ventilation.
- Plumbing system consisting of sanitary sewer only.

Valve Vault Design

- Final coordination with Matanuska Electric Association (MEA) to provide electrical power to the site.
- Electrical service and power distribution equipment.
- Heating within the vault.

PHONE (907) 276-7933
FAX (907) 276-4763

Construction Administration (CA)

- Assistance with the bidding process (
- Submittal reviews
- DCVRs / RFIs
- Progress inspections (1 mechanical, 1 electrical)
- Final completion Inspections (1 mechanical, 1 electrical)
- O&M manual review
- Record drawings based on contractors redlines. **As-building effort for the project is not included.**

It is anticipated that the design will include the electrical following drawings:

E1 – Power One-line, Legend, and Abbreviations
E2 – Electrical Site Plan
E3 – Lighting and Power Plan
E4 – Instrumentation Plan
E5 – Power One-Line Diagram & Panel Schedule
E6 – Electrical Details
P1 – P&ID Diagram

E7 –Electrical Details
TecPro shop drawings will be for information only.

It is anticipated that the design will include the mechanical following drawings:

Booster Station

M1 – Mechanical Legend and Abbreviations
M2 – Mechanical Schedules
M2 – Piping Plans Diagrams
M3 – HVAC Plan and Diagrams
M4 – Sections
M5 – Piping Isometrics
M6 – Details

Assumptions

- HDL will provide final pump performance (flow and head pressure) requirements.
- HDL will provide the final floor plans and/or site plans background drawings in AutoCAD format for our use.
- HDL will provide the final process narrative and diagram describing the intended hydraulic operation of the booster station/reservoir for our use in developing the control scheme and SCADA requirements.
- Permit applications will be performed by others
- One review meeting for final, 100% design

July 26, 2023

- TecPro will develop all the SCADA drawings including control panel layouts, back panel drawings, PLC rack views, loop diagrams, network, and communications block diagrams, etc.
- TecPro will provide all Div, 40 materials and perform SCADA integration.
- TecPro will provide development and install the radio communications link to the City of Palmer's existing SCADA system.
- EDC, Inc. will coordinate with TecPro in the development of the SCADA drawings and will review them for accuracy and completeness.
- A trip report will be provided after each site inspection.
- All SCADA commissioning and programming will be performed by TecPro per the specifications.

Exclusions

- This proposal does not include permit applications to DEC and other AHJs. Signed, stamped "DEC Review" documents ONLY will be provided.
- As-building effort for the project is not included.
- Electrical or telephone utility line extension design. It is assumed that MEA/MTA will provide service to the new booster station. EDC, Inc. will provide design coordination with MEA/MTA only.

Deliverables

- Milestone deliverables are stamped, 100% documents.
- Full and/or half-size, reproducible copy (PDF) design drawings will be provided.
- An electronic copy of the drawings in AutoCAD format will also be available upon request.
- Book specifications will be provided in CSI format.
- Electronic copies of the specifications will also be provided.

Fee Schedule

The fee to perform the above scope of work is:

	Electrical Design	Mechanical Design
100% Station Design	\$8,700	\$10,200
Valve Vault Design	\$5,500	\$1,100
Bidding	\$950	\$950
Construction Admin.	\$4,500	\$5,500
Subtotals	\$19,650	\$17,750

Total Combined Fee \$37,400

Please feel free to contact me if you have any questions concerning this proposal.

Sincerely,



City of Palmer Bogard Road Booster Station – Electrical/Mechanical Fee Proposal

Page 4

July 26, 2023

John A. Pepe, P.E.

EDC, Inc.

City of Palmer
Action Memorandum No. 23-055

Subject: Authorizing Utility Connection outside City limits for a multifamily development located at 12821 E. Scott Road, Palmer, Alaska

Agenda of: September 26, 2023

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

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
X	Public Works	<i>JPB</i>	09/07/2023

Certification of Funds:

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

This legislation (✓):

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

Funds are (✓):

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

Director of Finance Signature: *Lina Davis*

Approved for Presentation By:

Signature:

Remarks:

City Manager	_____	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Sewer Extension Request
2. Water Extension Graphics

Summary Statement/Background:

A multifamily development is currently in design and the owner's representative, The Boutet Company, is requesting to extend City of Palmer water service to this development. This development will consist of 10 fourplexes and a community building. The Manager is recommending City Council approval.

Administration's Recommendation:

Approve Action Memorandum No. 23-055.



The Boutet Company, Inc.
1508 E Bogard Rd., Unit 7
Wasilla, Alaska 99654

Phone 907.357.6770
www.tbcaak.com

September 6, 2023

Jude Bilafer
Public Works Director
City of Palmer
231 W. Evergreen Ave.
Palmer, AK 99645

RE: 12821 E. Scott Rd Water Extension

Dear Mr. Bilafer,

TBC has been retained by AMG & Associates to design a two phase multifamily development consisting of 10 fourplexes and a community building on a 4.79 acre parcel located at 12821 E. Scott Rd in Palmer, AK, legal description: Township 18N Range 2E Section 32 Lot A39. This property is just outside of Palmer City limits.

On behalf of the developer, we would like to request that the project be served by City of Palmer's Water System. The connection to the system would require connecting to the existing main located on Pippel Subdivision Lot 1 located at 619 E. Scott Road and owned by Church on the Rock. The extension is proposed to be completed with 8" HDPE, SDR 11 pipe to be extended approximately 425 feet south to the Scott Road right-of-way then west along Scott Road to the development. Approximately 1,100 feet of main will be extended for phase 1 including 670 feet from the connection to the site and 420 feet of main onsite to serve the phase 1 structures. Church on the Rock has already agreed to an easement on their property and we are currently negotiating the agreement for this portion of the work. Water usage is planned to be metered and we will coordinate metering at each individual building or at the property line where the main enters the site, whichever is acceptable to the City.

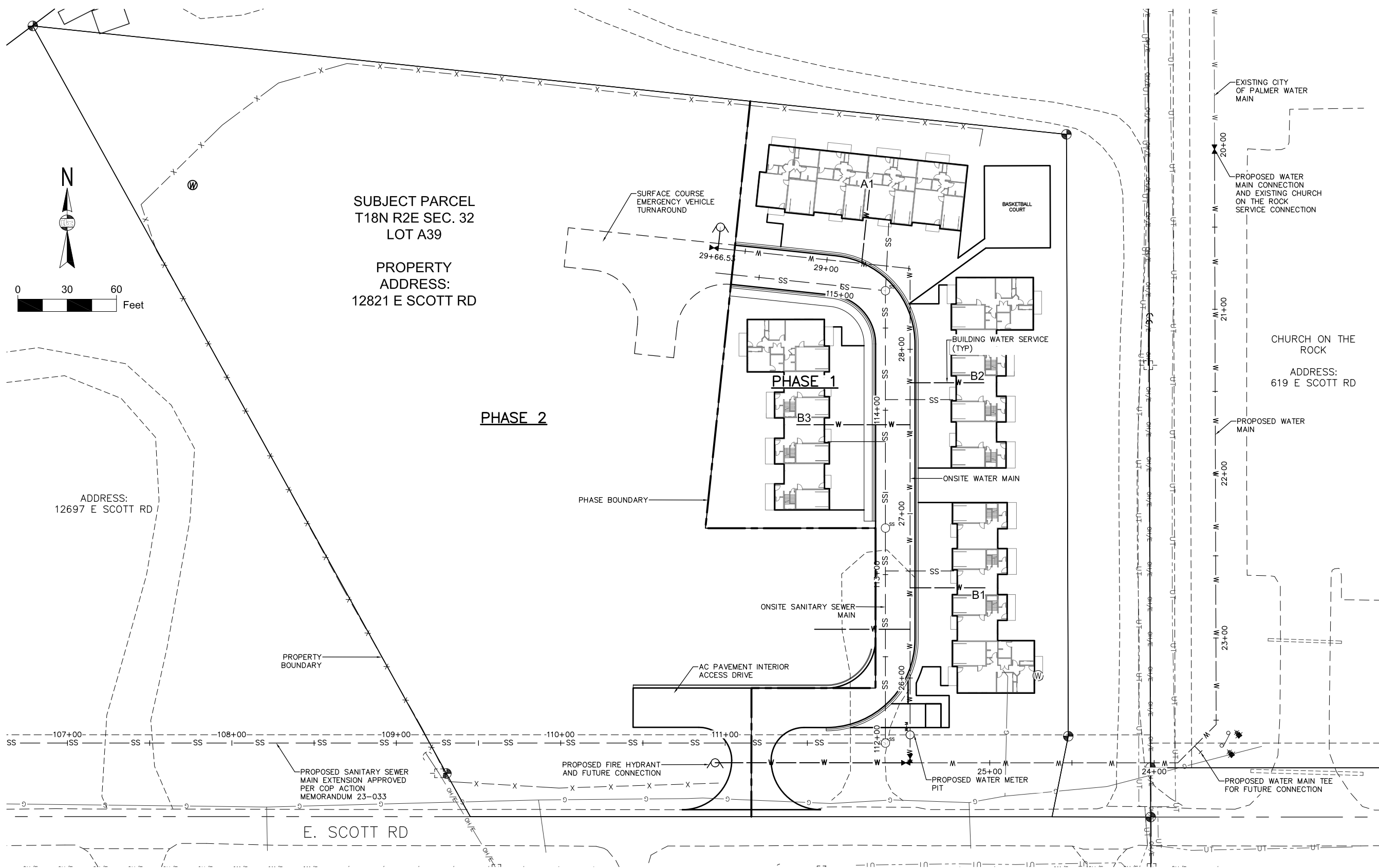
Design will be completed as required by your department, per the City of Palmer's standard specifications and taking guidance from the Anchorage Water and Wastewater Utility's Design and Construction Practices Manual (AWWU DCPM). The preliminary plan and profile for the extension is attached.


We appreciate the consideration by CoP to serve this development. Please contact myself or Hans Hill at (907) 357-6770 with an questions or request further information.

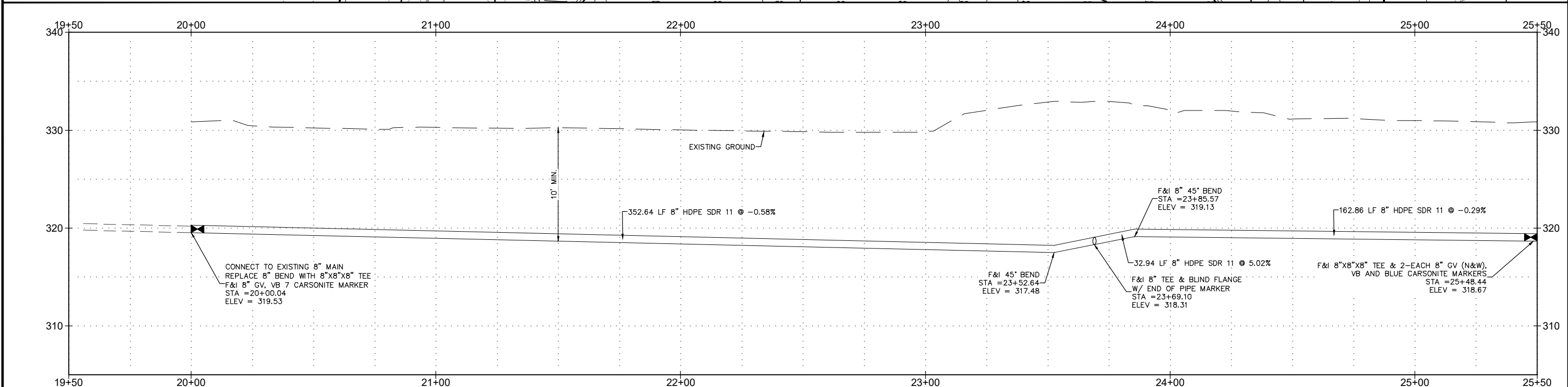
Sincerely,


A handwritten signature in blue ink, appearing to read 'T. Alley', is written over a light blue horizontal line.

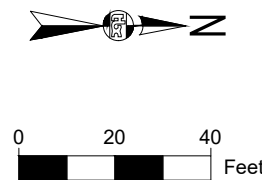
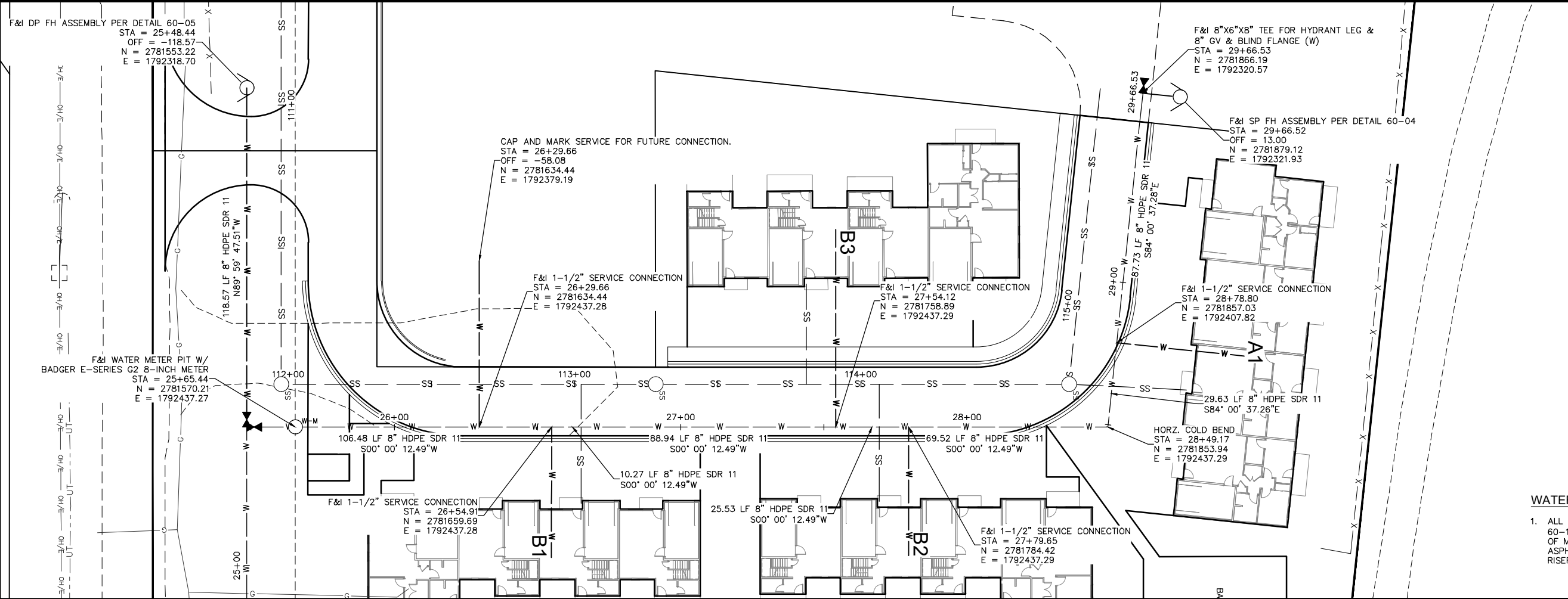
Tim Alley, PE
Principal/Wasilla Office Manager
The Boutet Company, Inc



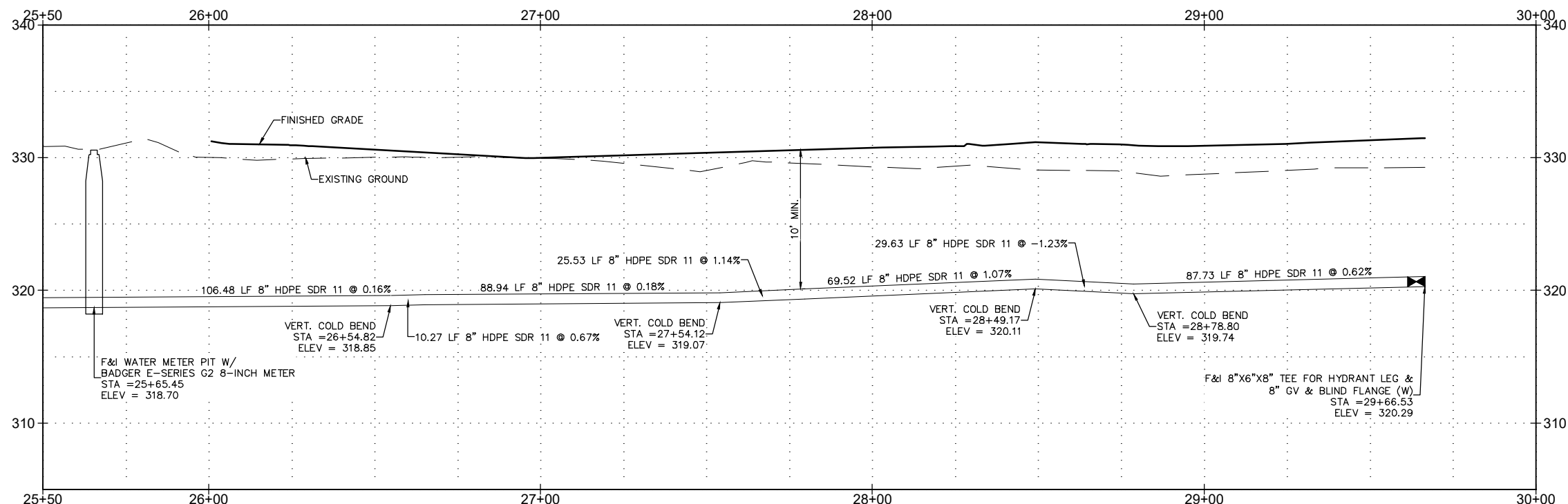
 The Boutet Company, Inc. 601 E. 57th Place #102 Anchorage, AK. 99518 Ph. 907-522-6776 License No. AECC957	SEAL	BREEZY MEADOWS LOT 1 & 2 PALMER, ALASKA		
		CIVIL SITE & UTILITY IMPROVEMENTS BREEZY MEADOWS		
		UTILITY OVERVIEW PLAN		
HORIZ SCALE: VERT SCALE:		DATE: 08/29/23	SHEET 6 OF 14	



 <p>The Boutet Company, Inc. 601 E. 57th Place #102 Anchorage, AK. 99518 Ph. 907-522-6776 License No. AECC957</p>		BREEZY MEADOWS LOT 1 & 2 PALMER, ALASKA		
		<p>CIVIL SITE & UTILITY IMPROVEMENTS BREEZY MEADOWS WATER PLAN & PROFILE</p>		
		<p>HORIZ SCALE: VERT SCALE:</p>	<p>DATE: 08/29/23</p>	<p>SHEET 7 OF 14</p>



- WATER NOTES:**
- ALL WATER SERVICES SHALL CONFORM TO COP DETAIL 60-14. INSTALL CURB STOP AND KEYBOX WITHIN 3'-5' OF MAIN. WHERE THE KEY BOX WILL BE INSTALL IN ASPHALT OR CONCRETE AREAS, INSTALL VALVE BOX RISER PER 60-16



 The Boutet Company, Inc. 601 E. 57th Place #102 Anchorage, AK 99518 Ph. 907-522-6776 License No. AECC957	SEAL	BREEZY MEADOWS LOT 1 & 2 PALMER, ALASKA	
		CIVIL SITE & UTILITY IMPROVEMENTS BREEZY MEADOWS	
		WATER PLAN AND PROFILE	
HORIZ SCALE:		DATE: 08/29/23	SHEET 8 OF 14
VERT SCALE:			

City of Palmer
Action Memorandum No. 23-056

Subject: Authorizing the City Manager to Execute a Contract with White Knight Services in the Amount of not to exceed \$2,004.00 per complete call out for snowplow City facilities


Agenda of: September 26, 2023

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

Originator Information:

Originator: Greg Wickham, Superintendent of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
✓	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
✓	Public Works		09/07/2023

Certification of Funds:

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

This legislation (✓):

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

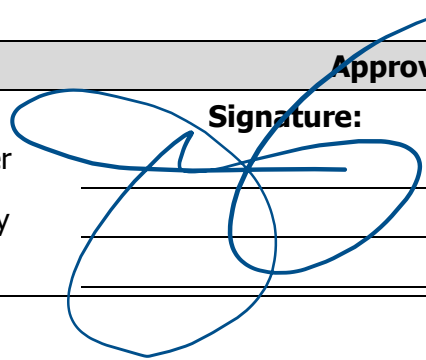
Funds are (✓):

✓	Budgeted	Line item(s): <u>01-17-40-6030</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: _____

Approved for Presentation By:

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



Attachment(s):

None

Summary Statement/Background:

Staff is requesting approval for Snow Removal Service for the City of Palmer's Facilities. This is an annual contract the City of Palmer awards with an option to renew for one additional consecutive year. The Contractor will be used in an "On-call" basis for winter snow removal at 8 locations throughout the City of Palmer. Palmer Public Safety building 1 and 2, Palmer Fire Department Station 31, Palmer City Hall, Palmer Fire Training Facility & Community Development, Palmer Library, Palmer Tourist Center, and Palmer Event Center. An invitation to bid was posted for two weeks. The City of Palmer received two bids which were reviewed by City Staff. White Knight Services had the lowest bid price at \$2,004.00 per hour per complete call out. White Knight Services has had the facilities snow removal contract for the past 3 years. Public Works Maintenance Superintendent will be responsible for call outs and overseeing contractor's snow removal services at these 8 City facilities.

Administration's Recommendation:

To approve Action Memorandum No. 23-056.

City of Palmer
Action Memorandum No. 23-057

Subject: Authorizing the City Manager to Execute a Contract extension with Eagle View Excavation in the Amount of not to exceed \$90.00 per hour per truck for City Snow Haul Services


Agenda of: September 26, 2023

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

Originator Information:

Originator: Greg Wickham, Superintendent of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
✓	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
✓	Public Works		09/07/2023

Certification of Funds:

Total amount of funds listed in this legislation: \$ **Unknown – Event based**

This legislation (✓):

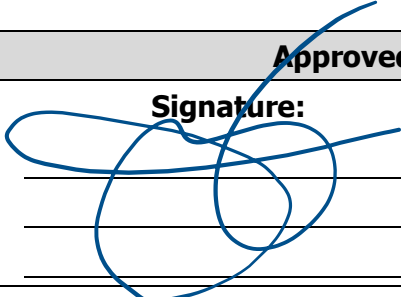
<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
✓	Creates expenditure in the amount of:	\$ _____
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (✓):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>01-17-40-6030 & Airport 03-01-10-6030</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: _____

Approved for Presentation By:

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

Attachment(s):

None

Summary Statement/Background:

Staff is requesting the Approval for Snow Haul Service for the City of Palmer. This is an annual contract the City of Palmer Awards with an option to renewal for one more consecutive year. The Contractor will be used in an "On-call" basis for snow hauling during winter snow removal events. An invitation to bid was posted for two weeks and the City of Palmer received two bids which were reviewed by City Staff. Eagle View Excavation had the lowest bid at \$90.00 per hour per truck. Eagle View Excavation has had the Snow Haul Contract for the Past 4 years. Public Works Maintenance Superintendent will be responsible for call outs and overseeing contractors snow haul on City Streets and Palmer Municipal Airport Parking Aprons.

Administration's Recommendation:

To approve Action Memorandum No. 23-057.

City of Palmer
Action Memorandum No. 23-058

Subject: Authorize the City Manager to Negotiate and Award a Contract With Alcan Electrical & Engineering for a New Telephone System, in an Amount Not to Exceed \$70,000

Agenda of: September 26, 2023

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

Originator Information:

Originator: John Moosey, City Manager

Department Review:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ **70,000**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>70,000</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

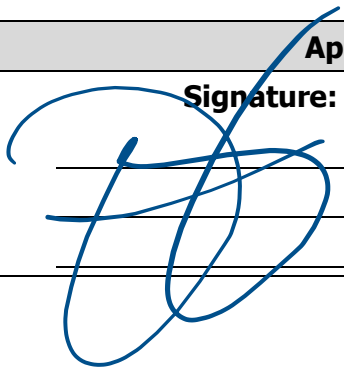
Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s):	<u>09-01-10-6056 Admin Equipment \$66,573; 01-01-10-6054 Office Equipment \$3,427</u>
<input type="checkbox"/>	Not budgeted		_____

Director of Finance Signature: 

Approved for Presentation By:

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



Attachment(s):

1. Alcan Electrical & Engineering VoIP Proposal

Summary Statement/Background:

The City of Palmer's current phone system is an Avaya IPO System software R9.1. It is now End of Life, no longer supported, forcing the purchase of a new system.

The RFP was advertised on July 2 and July 9. Proposals were due August 7, 2023.

Five proposals were received. All five were evaluated and rated based on the criteria listed in the RFP. Alcan Electrical & Engineering provided the proposal that was in the City's best interest.

There is \$35,000 budgeted in the 2023 Capital budget. The difference between the proposal and budget will be bridged via unspent budgeted capital office equipment from 2022 and a small amount from finance office equipment line item.

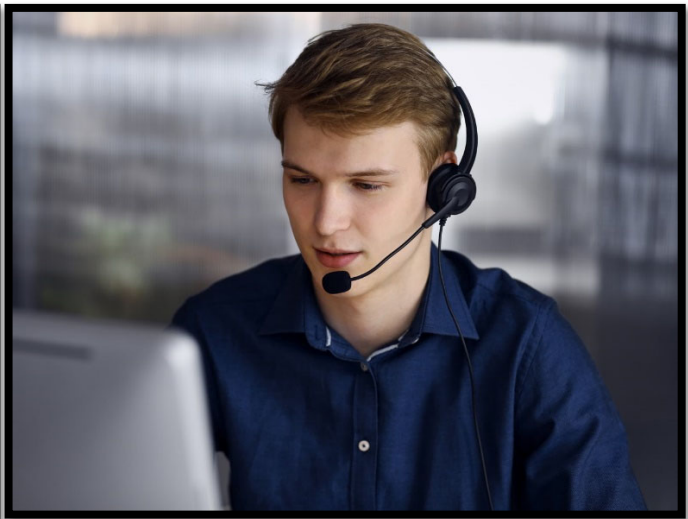
Administration's Recommendation:

Approve Action Memorandum No. 23-058.



City of Palmer RFP Telephone System

August 7, 2023



Submitted to:
City of Palmer
Kristin Elieff
Administrative Assistant



Submitted By:
Mike Reilly, Project Manager
Alcan Electrical & Engineering
mreilly@alcantel.com
907.563.3787

SECURITY • TELECOMMUNICATIONS • INTEGRATION

ANCHORAGE MAIN OFFICE

6670 Arctic Spur Road
Anchorage, Alaska 99509
T 907.563.3787
F 907.562.6286

FAIRBANKS

197 E Van Horn
Fairbanks, Alaska 99701
T 907.452.1771
F 907.452.1772

JUNEAU

8415 Airport Boulevard
Juneau, Alaska 99801
T 907.780.4404
F 907.780.6423

August 7, 2023

Kristin Elieff
Administrative Assistant
City of Palmer
Palmer, AK

Re: Request for Proposal – Telephone System

Ms. Elieff,

Thank you for allowing Alcan Electrical & Engineering the opportunity to respond to your Request for Proposal for a new Telephone System dated June 26, 2023.

Headquartered in Anchorage, Alcan Electrical & Engineering, Inc. is a locally owned, registered S Corporation in the State of Alaska with offices in Anchorage, Fairbanks, Juneau, and the Mat-Su Valley.

Our Team is very excited to partner with the City of Palmer for the deployment of a new Telephone System. We have thoughtfully reviewed your Request for Proposal and created a custom solution that meets and exceeds your minimum requirements. Our General Manager, Roger Segraves, is available to respond to any questions you may have regarding our response. Roger can be reached via phone at 907-563-3878, or via e-mail at rsagraves@alcantel.com.

We look forward to partnering with you to deliver a new Telephone System that meets your needs for many years to come.

Thank you,



Chrys Fleming
President

City of Palmer RFP - Telephone System

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Executive Summary

Alcan Electrical & Engineering, Inc. (Alcan) is excited to partner with the City of Palmer (COP) for the procurement of a new Telephone System. As the Cities current voice partner supporting the existing Avaya IP Office system, our team is uniquely suited to design, deploy, and manage a new system for the COP.

Our team of communications professionals has thoroughly reviewed the initial RFP document as well as the amendments and is confident in their understanding of the solution requested and desired outcome.

Alcan's Team

The statewide Alcan team is over 150 personnel strong. Specific to this project we anticipate the following personnel being directly involved:

Roger Sagraves, General Manager

Roger has over 20 years in the voice communications industry during which he has designed some of the largest and most complex 1 premised based voice communications systems in the State of Alaska

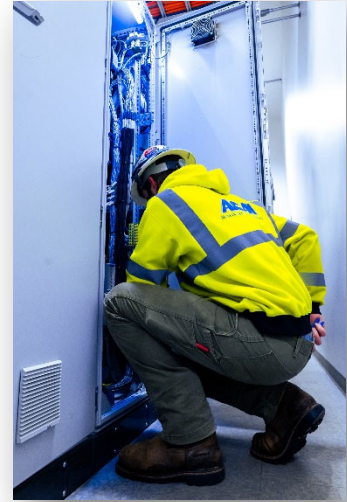
Mike Reilly, Unified Communications Manager

Mike has over 25 years in the voice communications industry. Mike has designed, installed, and maintained many of the largest voice communications and Contact Center systems within the State of Alaska as well as along the eastern seaboard.

Jeremy Schoonmaker, Technical Specialist

With over 15 years of experience, Jeremy has installed over 100 new phones systems and is currently the primary technical expert maintaining the existing Avaya phone system utilized by the City of Palmer.

Additionally, Alcan may add other team members to assist our primary team and will always ensure that qualified personnel are assigned to the project.



Alcan's Offices

Alcan provides services anywhere in the State of Alaska. Presently we maintain four key locations:

- Anchorage
- Juneau
- Mat-su valley
- Fairbanks

Our team of over 150 professionals are distributed across the State of Alaska approximately as follows:

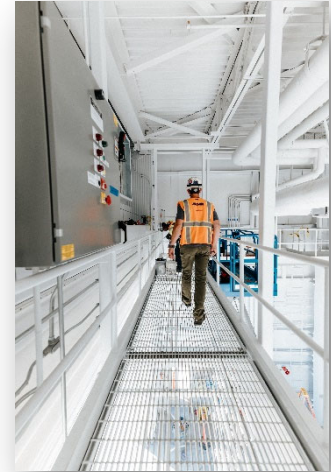
- | | |
|--------------------|--------------------|
| ○ Anchorage office | - 90 professionals |
| ○ Juneau office | - 12 professionals |
| ○ Fairbanks office | - 22 professionals |
| ○ Mat-Su Valley | - 26 professionals |

Alcan's Customer Base

Alcan is in a unique position, being one of the few full-service solution providers in the State of Alaska. As our name states "Alcan Electrical & Engineering, Inc" we are an electrical contractor who can do a complete range of electrical services from replacing a light switch to building a hospital.

Alcan also provides technology solutions which includes voice communications, ethernet station cabling, fiber optics, access control and video security solutions, and audio visual among other things.

As a result of our vast capabilities, our team services private businesses of all sizes, State and Local governments, as well as Federally contracted projects. Our focus on our customer needs places a focus on customers of all sizes and complexities with no project being too small.



Insurance

Alcan is a fully licensed and insured State of Alaska S Corporation and will meet or exceed all the insurance requirements described in the RFP.

Business license

Alcan Electrical & Engineering, Inc. is a State of Alaska S Corporation that holds both a State of Alaska business license as well as a City of Palmer Business License.

See attachments C & D for the associate business license copies.

Technical Proposal

References

As a premier provider of voice communications services across the state of Alaska we offer the following references that relate specifically to voice communications services:

Customer	Services Provided
City of Palmer 231 W. Evergreen Ave Palmer, AK 99645 Gina Davis 907-761-1314 gdavis@palmerak.org	Alcan currently provides support services to the City of Palmer Avaya IP Office phone system which is geographically dispersed across multiple sites.
Ted Stevens Anchorage International Airport P.O. Box 196960 Anchorage, AK 99519 Lawrence J. Swanson 907-266-2484 Lawrence.swanson@alaska.gov	Alcan designed, deployed, and currently services an NEC SV9100 phone system which provides voice communications across the North and South Airport terminals for Airport Employees. At present the system is being expanded to provide the required voice services for the entire South terminal.
Wasilla Police Department 801 N Wasilla-Fishhook Rd Wasilla, AK 99654 Joel Butcher 907-352-5460 jbutcher@cityofwasilla.gov	Alcan designed, deployed, installed, and currently provides support services to the city of Wasilla. We service an Avaya IP office which is geographically dispersed across multiple sites.

Relevant and Complex System Experience.

For over 30 years Alcan personnel have deployed hundreds of premise-based voice communications systems. From systems that support four or fewer users to systems that support hundreds of users geographically disbursed across multiple states. These many years of experience ensure that our team has the ability and knowledge to deploy the requested Telephone System.

The City desires a phone system dispersed across multiple sites that is networked together allowing a seamless experience for the end users. Alcan understands the unique environment of the Cities voice communications and will use our many years of experience to configure and deploy the new system with little impact to the end users.

Implementation Plan and Technical Solution

Alcan will deploy five unique NEC SV9100 chassis configured in an NEC Netlink configuration. This configuration will allow for voice communication between the five cores as well as a single voicemail system. Each of the five locations includes a Call Processor. Since each of the five sites has their own external local PSTN services, should the Cities Local Area (LAN) or Wide Area Network (WAN) not be operational, each of the five sites will remain functional and users will be able to continue making and receiving external phone calls, only voicemail, auto attendant, and intersystem extension to extension dialing will be impacted.

System administration is user friendly and can be performed from a web browser of a computer workstation that has LAN or WAN access to the primary SV9100 chassis.

The UNIVERGE® SV9100 Communications Platform is a robust, feature-rich and scalable system that is ideal for small and medium businesses. It is designed to help solve today's communications challenges and offers the ability to expand as your business grows in the future.



Univerge SV9100 at a glance:



- Multi-carrier SIP support – Offers greater resilience and provides more cost effective routing of calls
- VoIP, Traditional Voice Support and/or a combination of both – Offers flexibility and choice to suite individual business requirements
- Application Integration – Extends to the cloud via desktop/ mobile apps to provide voice, video conferencing, chat and file sharing, and offers embedded applications that are easily accessed through simple license activation.
- Scalability – Easily expands as a business's communications needs grow via on-prem or cloud
- Stackable Architecture – The SV9100's rack stackable chassis supports server functions, media gateways and media converters through a single unit

THE SV9100 OFFERS SMART COMMUNICATIONS FOR ALL SIZES OF ORGANIZATIONS

TECHNICAL DATA

Chassis		9.5"		19"			
Number of SV9100s		1	1	2	3	4	w/ NetLink
Outside Lines	IP Lines						
	IP Trunks (SIP)*			400* *			
	Analog Trunks						
	Analog Trunks (COT)	16	40	88	136	184	400
	PRI Channels	30	90	180	180	180	400
	BRI Channels	16	40	88	136	184	400
Terminals	IP Terminals						
	UNIVERGE DT800 & DT900 Series			896**			
	SP310 Soft Phone			256**			
	SIP DECT terminals			896			
	Digital terminals (TDM)						
	UNIVERGE DT400 & DT500 Series	32	80	160	240	320	896
	Analog terminals						
	SLT (-24V)	32	80	160	240	320	896
	SLT (-48V)	3	20	44	68	92	896
Smartphone Client	UNIVERGE ST500			100			
Applications**	IP Gateway channels			256			
	IP Gateway channels with sRTP			256			
	Embedded Applications						
	Voicemail						

Subcontractors

All aspects of this project will be performed by Alcan Professionals.

Project Timeline

Alcan will work with the City of Palmer to determine the timeline in which the City desires to complete the project. The designed solution requires no changes to current local carrier phone services. Based on this Alcan anticipates this project can be completed in its entirety with 90 days of contract execution.

Project Materials

As requested in the Cost Proposal, a detailed material list has been provided in Attachment A "Cost Proposal".

City of Palmer Project Engagement

As with all new projects, customer engagement is critical to a successful outcome. As the current provider of support services for the City of Palmer, Alcan possesses the technical knowledge of the operation of the current system and fully understands the intended outcome of this project. This knowledge will reduce the engagement required by the City of Palmer. The City should determine a single point of contact to act as the Project Manager, this individual will be the primary point of contact during the project. The City should assist with engaging the IT provider who will need to perform configuration of the network, routing, DHCP, and e-mail needs among other things. This engagement will be required throughout the duration of the project.

Project Budget and schedule

Alcan focuses on a financially successful on time project. Our team of professionals will be engaged at all stages of the project and will be assigned a dedicated Project Manager. Upon project acceptance our Project Manager will work with the City to develop a schedule that meets the needs of the city and delivers a successful outcome. Our Project Manager will coordinate regular project meetings to ensure the project is on schedule and on budget.

Recommended System Requirements

As with any VoIP voice communications platform, the Local Area Network and Wide Area Network plays a critical role in the quality of the audio quality. The NEC SV9100 provides all the needs for the system with the exception of the LAN, WAN, and local phone Carrier trunking.

The City should prioritize the LAN and WAN being configured properly to support VoIP voice communications. This change may require medication to the network that would be performed outside the scope of this proposal and by the cities managed IT service provider. Additionally, VoIP requires adequate cabling to support network connectivity. All locations that a new VoIP desk phone is deployed should be provided with appropriate ethernet station cabling to support the phone, if needed Alcan has the technical personnel and expertise to install the required cabling and this can be performed outside the scope of this proposal.

Alcan will configure the system to integrate with Outlook using a feature known as voicemail to e-mail. This feature allows the NEC SV9100 to convert the user's voicemail message to a .wav file and e-mail it to their City e-mail address. This feature will require the city to provide an e-mail address for the new system and provide mail server features the system can use to send this message.

Support Services

Alcan offers this solution as a complete turnkey implementation that includes all aspects of installation, testing, documentation, and training.

Alcan provides a complete one-year warranty on all Materials and Professional Services provided as part of the project commencing from the date of system acceptance.

Additionally, Alcan offers advanced maintenance services for a period of three years from system acceptance. Maintenance services expand on the basic warranty provided and include:

- System software/firmware, Operating System, and Security Upgrades and patches for systems provided as part of this proposal, to include installation.
- Support services are available both by phone and via e-mail, for critical matter Alcan recommends requests be submitted via phone.
- On-site support is provided, typically within 24 hours and based on severity, understanding that weather and travel-related delays may impact this.
- Supported services will be provided remotely through CBS provided remote access capabilities.
- Advanced Support services, when required of the manufacturer will be initiated and managed by Alcan personnel.

As with all technologies, materials advance at a rapid pace. Should materials require replacement they will be replaced with same or similar manufacture approved materials. From time-to-time material may be discontinued by the manufacturer to be replaced with equivalent, better, or more advanced materials.



Attachment "A" Cost Proposal

Alcan offers the request solution for the following one-time price.

Material & Licenses:	\$48,167.18
Professional Services:	\$27,575.00
Project Discount:	(\$6,000.00)
Total One Time Price:	\$69,742.18

Option Monthly Phone Maintenance: \$475.00 per month for 36-month term

The following table provides the requested itemized material. The price offered is based on the designed solution, any changes to the designed solution may impact the overall project price.

Materials, Licenses, Hardware, Freight				
Quantity	Part #	Description	Unit Price	Extended Price
3	2200-66800-025	Trio 8300 Conference Phone PoE	\$331.79	\$995.36
3	2200-65790-001	Ex Mic Kit for Trio	\$206.25	\$618.75
1	BE114475	SV9100 CONTACT CENTER MODULE-LIC	\$1,462.18	\$1,462.18
1	BE113018	GCD-8DLCA	\$174.43	\$174.43
1	BE113435	GCD-8LCF	\$330.99	\$330.99
1	BE113037	GCD-PRTA	\$692.08	\$692.08
1	BE119150	GCD-4COTB-A	\$129.54	\$129.54
1	BE119150	GCD-4COTB-A	\$129.54	\$129.54
1	BE119150	GCD-4COTB-A	\$129.54	\$129.54
1	BE119150	GCD-4COTB-A	\$129.54	\$129.54
3	Q24-FR000000138398	DT920 DESILABEL-6D-12D (25PKG)	\$17.40	\$52.20
65	BE119540	TEL GIGABIT ETHERNET LIC	\$22.80	\$1,482.00
5	Q24-UW000000107895	CHS2U INT BATT KIT	\$144.84	\$724.19
2	BE113435	GCD-8LCF	\$330.99	\$661.98
1	BE113435	GCD-8LCF	\$330.99	\$330.99
1	BE113435	GCD-8LCF	\$330.99	\$330.99
1	BE113435	GCD-8LCF	\$330.99	\$330.99
1	BE113037	GCD-PRTA	\$692.08	\$692.08
1	BE113037	GCD-PRTA	\$692.08	\$692.08
1	BE113037	GCD-PRTA	\$692.08	\$692.08
1	BE113037	GCD-PRTA	\$692.08	\$692.08
3	BE113437	GPZ-8LCF	\$324.88	\$974.63
1	BE119150	GCD-4COTB-A	\$129.54	\$129.54
65	BE119590	SV91 ESSENTIAL USER-LIC 01	\$22.44	\$1,458.44

58	BE119591	SV91 PRODUCTIVITY USER-LIC 01	\$23.98	\$1,390.55
1	Q24-FR000000138723	SV9100E PRODUCTIVITY PACKAGE	\$2,105.79	\$2,105.79
5	BE106405	CHS2U RACK MOUNT KIT	\$30.60	\$153.00
4	Q24-FR000000138724	SV9100E CP20 19" NETLINK PACKAGE	\$1,654.44	\$6,617.75
1	Q24-FR000000133612	GCD-INSERVER 3	\$1,503.99	\$1,503.99
12	BE114066	SV9100 NETWORKING-LIC 01	\$33.66	\$403.95
208	BE114042	SV9100 RESOURCE-LIC 01	\$6.13	\$1,274.00
65	BE118964	ITK-12D-1(BK)TEL	\$156.60	\$10,179.00
1	SW Assurance / ESPP		\$0.00	\$0.00
332	BE115105	SWA PSA SV9100 UNIT	\$7.75	\$2,573.00
120	Q24-DN000000106159	SWA PSA SV9100 NETLINK UNIT	\$7.75	\$930.00
1	Q24-DN000000106299	5 YEAR WARRANTY	\$0.00	\$0.00
1		Misc. Materials	\$1,250.00	\$1,250.00
1		Freight	\$5,750.00	\$5,750.00
		Subtotal		\$48,167.18

Professional Services				
Quantity	Description	Unit Price	Extended Price	
98		Voice Communications Tech - Regular	\$145.00	\$14,210.00
40		Voice Communications Tech - Overtime	\$200.00	\$8,000.00
37		Project Management	\$145.00	\$5,365.00
5		*User Training - per session – 1.5 hours per session	Included	Included
1		**Admin Training - per session - 2 hours	Included	Included
		Subtotal		\$27,575.00


*Training has been included in the Professional Services price. User training may be delivered in any mechanism desired by the City, which may include Alcan performing the training classes for the end users or providing train the trainer sessions in which Alcan trains specific users who intern train the end users.

**Alcan offers a single administrative training course targeted at general administrators and advanced administrators.


Attachment "B" Warranty

NEC warranty services are handled through their Software Assurance Plan, as part of this proposal we have included 5 years of this service. All NEC materials provided in this project will include a five-year manufacturer warranty. Additional information is available upon request.

Attachment "C" Alaska Business License

Alaska Business License # 17002	
Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing PO Box 110806, Juneau, AK 99811-0806	
This is to certify that	
ALCAN ELECTRICAL & ENGINEERING INC	
P O BOX 91499, ANCHORAGE, AK 99509	
owned by	
ALCAN ELECTRICAL & ENGINEERING INC	
is licensed by the department to conduct business for the period	
October 4, 2022 to December 31, 2024 for the following line(s) of business:	
23 - Construction	
	This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.
	This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.
	Julie Sande Commissioner

Attachment "D" City of Palmer Business License

	CITY OF PALMER	12/31/2023
	231 W. EVERGREEN AVE., PALMER, AK 99645	
	ANNUAL BUSINESS LICENSE	
	LICENSE NUMBER 000160	
THIS LICENSE IS GRANTED TO:	ISSUE DATE	EXPIRATION DATE
ALCAN ELECTRICAL & ENGINEERING, INC.	01/01/2023	12/31/2023
DBA: ALCAN ELECTRICAL & ENGINEERING, INC.		
PO BOX 91499	NOT TRANSFERABLE	
ANCHORAGE, AK 99509	POST AT ALL TIMES IN A CONSPICUOUS LOCATION	

Attachment “E” Phone Maintenance Agreement

Phone Maintenance Agreement

Agreement Overview

- 1.1. This Agreement represents a Service Level Agreement between Alcan Electrical & Engineering Inc. (Alcan) and customer for the provisioning of services required to support the customers premise-based phone telecommunications equipment.
- 1.2. This Agreement outlines the parameters of services covered as part of this service agreement.

Services Provided

- 1.3. The following services are provided as part of this agreement:
 - *8 x 5 Remote Technical Support*
 - Alcan will provide telephone, email, and remote assistance (where possible) to the customer in efforts to resolve system related trouble conditions free of charge.
 - Troubleshooting of other equipment and infrastructure not directly associated with the premised based telecommunications equipment is excluded from this service and may result in additional charges. Examples may include:
 - desktop computers
 - network infrastructure
 - servers
 - public telephone network
 - electrical equipment
 - *8 x 5 Onsite Repair*
 - When required, onsite repair services required to resolve system related trouble conditions free of charge.
 - Troubleshooting of other equipment and infrastructure not directly associated with the premised based telecommunications equipment is excluded from this service and may result in additional charges. Examples may include:
 - desktop computers
 - network infrastructure
 - servers
 - public telephone network
 - electrical equipment
 - The customer will be responsible for travel related expenses including air fare, per diem, car rental, lodging, and technician travel time including

weather delays. Onsite Professional services to repair the equipment will be provided in accordance with this service.

- Hardware Component Replacement
 - Faulty hardware components covered by this agreement will be replaced at no cost to customer with equivalent components.
 - From time-to-time manufactures may discontinue covered components, Alcan will endeavor to replace faulty components with items that meet or exceed the capabilities of the current faulty component.
- Annual System Inspection
 - Alcan will conduct one system inspection per calendar year for the term of this agreement.
 - The customer will be responsible for travel related expenses including air fare, per diem, car rental, lodging, and technician travel time including weather delays. Onsite Professional services to perform the inspection are included as part of this agreement.

Service Availability and Access

1.4. Effective support of in-scope services is a result of maintaining consistent service levels. The following section provides relevant details on service availability, monitoring of in-scope services and related components

1.5. *Service Availability*

- 8 x 5 Remote Technical Support
 - Telephone Technical Support: 7:30 A.M. to 3:30 P.M. Monday – Friday, excluding Holidays. Calls received out of office hours will be forwarded to an automated attendant system. Customers may request an emergency call (additional charges may apply) or leave a message for the next business day. Emergency callout request messages will be forwarded to the on-call technician and responded to within one hour.
 - Email support: Monitored 7:30 A.M. to 4:00 P.M. Monday – Friday, excluding Holidays. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
- 8 x 5 Onsite Repair
 - Onsite repair services will be scheduled between 7:00 A.M. to 3:30 P.M. Monday – Friday, excluding holidays.

1.6. *Service Request submissions*

- Service requests may be opened by contacting the Alcan service dispatcher via phone or e-mail at:
 - Telephone (907) 786-9100

- Email support@alcanelectric.com

1.7. Incident priority

- The following criteria will be used for classifying service requests into High, Medium, or Low priority. The relative impact of the incident on the customer's ability to conduct business will determine severity level for incidents not specifically covered.
 - **High** priority requests include the following conditions:
 - Complete loss of system functionality.
 - Complete loss of automated attendant and receptionist functionality.
 - Loss of more than 50% of incoming phone lines or telephone sets.
 - Complete loss of voicemail system.
 - **Medium** priority requests include the following conditions:
 - Loss of 10% or more of incoming telephone lines or stations.
 - Voice quality problems which interfere with the customer's ability to understand a conversation.
 - Any incident which appreciably impacts a customer's ability to conduct business as normal.
 - **Low** priority requests include the following:
 - Issues for which a workaround is readily available and implemented.
 - Outage of a single telephone or individual user's system.

1.8. Service Response Times

- In support of services outlined in this Agreement, Alcan will respond to service- related incidents and/or requests submitted by the Customer within the following time frames:
 - 4 hours (during business hours) for issues classified as **High** priority.
 - Within 2 business days for issues classified as **Medium** priority.
 - Within 5 business days for issues classified as **Low** priority.
- Remote and onsite assistance will be provided in-line with the above timeline's dependent on the priority of the support request.

1.9. Escalation

- Service requests may be escalated by contacting Alcan at 907-786-9100 and requesting the General Manager

Customer Responsibilities

- 1.10. Customer responsibilities and/or requirements in support of this Agreement include:
- Reasonable availability of customer representative(s) when resolving a service- related incident or request.
 - Reporting service issues promptly and providing complete details on the reported service incidents.
 - Correcting environmental problems that may damage the equipment such as excessive heat, cold, moisture, or dust.

**ANCHORAGE MAIN OFFICE**

6670 Arctic Spur Road
Anchorage, Alaska 99518
T 907.563.3787
F 907.562.6286

FAIRBANKS

197 E Van Horn
Fairbanks, Alaska 99701
T 907.452.1771
F 907.452.1772

JUNEAU

8415 Airport Boulevard
Juneau, Alaska 99801
T 907.780.4404
F 907.780.6423

- Providing power and surge protection for the covered equipment. This requirement includes but is not limited to:
 - Replacing UPS batteries in a timely manner
 - Providing appropriate power ground in the equipment closet.
 - Providing appropriate branch circuit capacity.

Manufacturer Support

1.11. The equipment manufacturers outline support policies based upon their product cycle. The manufacturer support status of the covered hardware and software directly impacts Alcan's ability to provide the services outlined in this agreement. In some cases, a support agreement will be required between the manufacturer and the customer to enable access to corrective software content and disaster recovery technical support services.

- *Manufacturer Support Status*
 - Acan employs standardized support status language across manufacturers as follows:
 - Current – the currently available software and hardware revisions.
 - Sustained – no longer sold as new systems, but software and hardware can be purchased to expand the system.
 - Retired – older system, hardware and software are no longer available for purchase.
 - End of Life (EOL) – all material must be procured from secondary market, no manufacturer support whatsoever for disaster recovery.
- *Impacts of Manufacturer support status*
 - As previously stated, the support status impacts Alcan's ability to provide service under this agreement. Alcan always recommends a valid manufacturer support contract where available.
 - Manufacturer support contracts will be required to obtain assistance with software defects for non-current products. Alcan will not be able to provide a software solution if the customer declines this contract.

**ANCHORAGE MAIN OFFICE**

6670 Arctic Spur Road
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197 E Van Horn
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F 907.452.1772

JUNEAU

8415 Airport Boulevard
Juneau, Alaska 99801
T 907.780.4404
F 907.780.6423

- Alcan will endeavor to keep maintenance spares on hand for advanced parts replacement. However, in some instances, replacement parts for EOL equipment can only be obtained refurbished and the supply is uncertain. Alcan will not be held liable if a part for an EOL system cannot be found.
- In some cases, manufacturer assistance may be required to restore a system to operation. This is especially true if a system processor fails, and software keys must be obtained to allow a replacement of the processor. For EOL systems it may simply be impossible to regenerate these keys, in this case Alcan will provide a quotation for a suitable replacement system but will not otherwise be held liable.

1.12. *Support Status Table*

- Below gives an outline of manufacturer policies upon this support agreement.

	Current	Sustained	Retired	End of Life (EOL)
Replacement parts available	Can be purchased from manufacturer	Can be purchased from manufacturer	May be purchased refurbished	May be purchased refurbished
Corrective Content (software updates)	Only available if manufacturer Support agreement is in place	Only available if manufacturer Support agreement is in place	Not available	Not available
Manufacturer Technical Support	Only available if manufacturer Support agreement is in place	Only available if manufacturer Support agreement is in place	Not available	Not available

City of Palmer
Action Memorandum No. 23-059

Subject: Authorizing the City Manager to Execute a New Lease Agreement with Flying Gator, LLC on Palmer Municipal Airport on Lot 32, Block 3

Agenda of: September 26, 2023

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

Originator Information:

Originator: Sarah Heath, City Attorney

Department Review:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ **2,879.98**

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$	<u>2,878.98</u>
<input type="checkbox"/>	Creates expenditure in the amount of:	\$	_____
<input type="checkbox"/>	Creates a saving in the amount of:	\$	_____
<input type="checkbox"/>	Has no fiscal impact		

Funds are (√):

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

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Certo Lease Application
2. Draft Lease #23-002

Summary Statement/Background:

Michael and Sandra Certo owners of Flying Gator, LLC are in the process of purchasing the Airplane Hanger located on Lease Lot 32, Block 2. A fully executed lease for the lot is a requirement to be able to purchase the Hanger. If approved, this new Lease #23-002 will replace the current lease for the Hanger. Michael and Sandra Certo have approved the terms of this Draft Lease#23-002

Administration's Recommendation:

Approve Action Memorandum No. 23-059.



PALMER *Alaska*

WARREN "BUD" WOODS PALMER MUNICIPAL AIRPORT

LAND LEASE APPLICATION

Applicants Name: Michael and Sandra Certo

Lessee Name: _____
(If different than Applicant)

Address: 31517 Misty Mountain Cir, Eagle River, AK 99577

Phone No.: (1) 360-632-0092 - Mike (2) 360-632-3997 - Sandra

E Mail Address: mecerto@gmail.com / sgcerto@gmail.com

Leasing Entity: ☒ Individual ☐ Sole Proprietorship ☐ Partnership
☐ Corporation ☐ LLC ☐ Government ☐ Other

- Business entities other than Sole Proprietorships must provide a list of all partners, shareholders, members, etc. of the entity, Titles or Office held and the percentage of ownership. Typically, these persons will each be required to sign as guarantors of the lease, if granted.

Proposed Use of the Leased Area: Personal and rental hangar space

Airport Lease Lot Requested: L32 Tr B **Second Choice:** _____

SITE DEVELOPMENT:

Cost Estimate of Proposed Site Improvements: \$ 0

Description of Site Improvements: N/A

(Include size of gravel / asphalt paving area) _____

Cost Estimate of Proposed Building Improvements: \$ 0

Description of Building Improvements: N/A

(Include size of hangar and type of structure) _____

Date of Plans & Specifications Submittal: N/A

Date of Start of Construction: N/A

Date of Completion: N/A

- See Section Article II – Improvements, Article III – Use of the Leased Premises, and Article IV – Taxes, Indemnification & Insurance of PMA Lease Agreement
- Length of Lease Term will be determined by Capital Investment into improvements of proposed Lease Lot.

SITE PLAN: (To include the Following)

- Drawn to Scale
- Vehicle Access and Parking Areas
- Gravel / Paved Areas
- Aircraft Access / Parking / Tie Downs
- Location of Utilities on the Leased Lot
- Snow Storage Area(s)
- Location & Dimension of Building(s) to include Height & Type of Construction

ACKNOWLEDGEMENTS:

- Applicant(s) and Lessee agree to abide by all applicable federal, state and municipal regulations.
- Applicant(s) and Lessee agree to abide by PMA Hangar Policy (Attached)
- Applicant(s) and Lessee understand that there is a \$500 Lease Application fee and that said fee is non-refundable if Lease is approved by the City of Palmer and not executed by Lessee within six (6) months of approval date. Said fee is refundable if proposed lease is not approved or rejected by the City of Palmer.
- Application fee will be applied to future lease payments.

Applicant:

Signature



7/26/2023

Date

Michael Certo and Sandra Certo
Printed Name



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

**PALMER MUNICIPAL AIRPORT
LEASE AGREEMENT No. 23-002**

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DRAFT



City of Palmer

231 West Evergreen Avenue

Palmer, AK 99645

907-745-3271

**PALMER MUNICIPAL AIRPORT
LEASE AGREEMENT No. 23-002**

This LEASE AGREEMENT is made and entered into this _____ of September 2023, by and between the City of Palmer (“Lessor”) a municipal corporation organized and existing under its charter and the laws of the State of Alaska, and Flying Gator, LLC and individually by Michael and Sandra Certo (“Lessee”).

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

ARTICLE I - PREMISES, TERM AND RENTALS

Section 1.1 Premises and Purpose

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

Palmer Municipal Airport, Lease Lot 32 Tract B

Containing 35,999.8 square feet, more or less

A.K.A. 811 E. Aircraft Rd., Palmer, AK. 99645

See Attached “Exhibit A”

Lessor reserves the right to grant and control easements in, on or above the land leased. No such grant or easement will be made that would unreasonably interfere with the Lessees’ use of the land.

- B. Lessee shall use the Premises for the following Aeronautical uses only, and for no other: “Airport Hanger uses incidental thereto, including aircraft parking, storage, inspection and maintenance, flight training, charter and rental services, sales, parts sales, fueling activities and administrative and business uses for Lessee’s Hanger.”
- C. Any use of the premises for non-aeronautical activity is strictly prohibited, unless an approved amendment to this lease is adopted and fair market value rates for non-aeronautical areas are applied.

Section 1.2 Term and Renewal

- A. Execution of this Lease is contingent upon the purchase of the Airport Hanger located on this Lease Lot 32 Track B.
- B. Upon execution, this Lease will replace and supersede in its entirety all previously executed leases for Lease Lot 32, Tract B.
- C. The term of the lease shall be for a period of 30 years, commencing on the _____ day of September 2023 (the “Commencement Date”) and ending on the 15th day of September of 2053, subject to the terms of provisions hereof.
- D. Provided Lessee fully and faithfully performs all of the covenants and conditions contained herein for the term of the Lease, Lessor may approve an additional period of 15 years at the expiration of this Lease so that the total number of years available to Lessee is 45 years. As with the initial term at the start of and continuing through the renewal period,
 - 1. The rental rate will continue to be subject to changes as provided in Section 1.4 Rent Adjustment;
 - 2. The renewal insurance provision as provided in Section 4.3 will apply along with any other changes made in accordance with Section 4.3;
 - 3. The Lease will be subject to such other and further changes as are deemed necessary by Lessor for the reasonable protection of Lessor with written notice to Lessee;
 - 4. In addition, if this Lease is renewed, it shall be subject to all provisions of the Palmer Municipal Code and to the City’s Regulations that pertain to the Airport in effect at the time of the renewal or amended thereafter. Including but not limited to the current airport regulations.
- E. To renew this Lease, Lessee must comply strictly with the following:

1. Not more than 24 months nor less than 12 months before the end of the term of this Lease, the Lessee must indicate in a signed writing delivered to the Palmer City Superintendent, the Lessee's request to exercise the option to renew this Lease.
2. If Lessee fails to notify Lessor within said time period, this Lease shall be deemed terminated at the scheduled expiration date.

Section 1.3 Rent

- A. Lessee shall pay to the Lessor as rent during the term hereof the sum \$2879.98 per year, payable annually in advance without demand, beginning October 1st and continuing on the same day of each and every year thereafter during the term of the lease at the office of the Lessor set forth in Section 7.8 or at such other place as the Lessor may designate in writing. (Rent is derived as follows: 35,999.80 square feet X \$0.08 cents per square foot)
 1. Failure to pay rent by the thirtieth day after the due date shall obligate the Lessee to pay a late charge of \$100.00, which sum is agreed to a reasonable estimate of the Lessor's damages for late rental payments and shall not be construed as a penalty or a limitation on Lessor's remedies.
 2. This late charge is in addition to a 12 percent daily interest rate from the due date.
($0.12\% / 365 = .00033 \times \$6,760.00 = \$2.23$ cents per day)
- B. All rent shall be payable in current legal tender of the United States. Payment may be tendered by check, but payment shall not be made in fact until such check has been honored by the drawee bank. The tender of payment by check within the time provided shall be deemed sufficient to meet any due date only if the check is subsequently honored by the drawee bank and the Lessor subsequently receives the legal tender required by this Lease. Any subsequent dishonor and non-receipt of rent payment shall constitute a default of this Lease.
- C. The extension of time for the payment of any installment of rent, or the acceptance by the Lessor of any money other than of the kind herein specified, shall not be a waiver of the right Lessor to insist on all other payments of rent to be made in the manner and at the time herein specified. The acceptance by the Lessor of a past due installment payment shall not waive the Lessor's right as to any other default or breach of the Lease.
- D. The rent herein specified shall be net to the Lessor and such payment shall not be subject to any abatement, deduction or off set (except as otherwise provided in this Lease).

- E. All taxes, charges, costs, expenses, utilities and assessments which the Lessee is required to pay hereunder, and all damages, costs and expenses which the Lessor may incur by reason of any default of the Lessee or failure on the Lessee's part to comply with the terms of the Lease, shall be deemed to be additional rent and in the event of nonpayment by the Lessee, the Lessor shall have all the rights and remedies with respect thereto that the Lessor has for the nonpayment of the basic rent.

Section 1.4 Rent Adjustment

- A. It is the intent of the parties that the Palmer Municipal Airport be a self-sustaining facility and operate without any support from the general fund of the Lessor.
- B. The rent shall be subject to adjustment at five (5) year intervals to achieve fair market rent, the first adjustment date is five (5) years following the annual payment. The rent shall be adjusted as follows:
1. Six (6) months prior to the termination of the initial five (5) year period and any subsequent five (5) year period, Lessor shall propose the rent for the next five (5) year period of the lease term and the parties hereto may, by mutual agreement, set the rent for the five (5) year period. The basis of the initial proposed new rent for the next five (5) year term will be the accumulated increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, semiannual averages, all items index for the Anchorage, AK. Local area, based upon 2019 as a base year. Additional factors for the basis of the initial proposed new rent will include, but are not limited to; the comparative leasing rate of similar airports in the Alaskan market place, as well as local and state economic conditions and the airports' vacancy rates.
 - a. If an agreement is not reached ninety (90) days prior to the end of the current five (5) year period, the fair market rental value of the premises shall be determined by an appraiser selected by the lessor who shall (a) be a member of The American Institute of Real Estate Appraisers, and (b) have experiencing in appraising properties similar to the premises. (The "Qualified Appraiser"). The cost of the initial appraisal shall be born equally between Lessor and Lessee. If either the Lessor or Lessee or both shall disapprove of the fair market rental of the premises as thus determined,

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

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

Section 1.5 Determination of Fair Market Rent

- A. The fair market rent of the premises shall be based on the Consumer Price Index for the Municipality of Anchorage from the United States Department of Labor statistics as outlined in Section 1.4.
- B. Fair market rent shall not include any return on improvements placed on the Premises by the Lessee or its predecessors in interest, but shall include a return for improvements placed on the Premises by the Lessor or otherwise belonging to Lessor.

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

ARTICLE II - IMPROVEMENTS

Section 2.1 Improvements

- A. Promptly after the execution and delivery of this Lease, and as hereinafter more particularly provided, the Lessee at its own cost and expense shall cause plans and specifications to be prepared for the construction of the following building, structures and improvements to be placed on the leased Premises, hereinafter referred to as “Improvements”.
- B. Failure to timely complete the improvements shall constitute a condition of default.
- C. The improvements shall fully comply with all applicable federal, state, and municipal laws and regulations, including but not limited to federal, state, and municipal building, fire, construction and safety codes and zoning regulations and requirements.

Section 2.2 Plans and Specifications

- A. The Lessee at its own cost and expense shall have prepared conceptual plans for improvements and shall prepare and submit them to the Department of Community Development and the Airport Superintendent on or before July 15, 2024. The conceptual plans shall have a site plan, building floor plan, building elevations and the improvements to be constructed.
- B. The Lessee shall submit the conceptual plans required (as outlined by this section) within the time specified, or the Lessor shall have the right and privilege to terminate this Lease on ten (10) days written notice and if such notice is given this Lease shall terminate and shall be of no further force and effect at the expiration of such ten-day period.

Section 2.3 Conceptual Plans

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

Section 2.4 Final Plans

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

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

Section 2.5 Airport Superintendent 's Approval

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

Section 2.6 Compliance with part 77 FAR

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

Section 2.7 Claims

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

discharged of record by payment, deposit, bond, order of court or competent jurisdiction or otherwise.

Section 2.8 Performance Guarantee

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

1. The Matanuska- Susitna Borough's assessed value for the tax purposes equals or exceeds the amount to be secured by the deed of trust; and
2. The City obtains at the Lessee's expense, a policy of title insurance from a recognized Title Company doing business in the Matanuska Susitna Borough naming the City as the insured beneficiary of the first deed of trust in the amount of the estimated cost of all improvements.

Section 2.9 Inspection

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

Section 2.10 Non-Responsibility

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

Section 2.11 As Built Plans

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

Section 2.12 Improvements Subject to Reversion or Removal

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

Section 2.13 Alterations and Other Improvements

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

Section 2.14 Pavement/Utility Services

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

ARTICLE III - USE OF THE LEASED PREMISES

Section 3.1 Airport Purposes

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

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

Section 3.2 Compliance with Laws

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

Section 3.3 Hazardous Materials

- A. Neither Lessee nor Lessee's agents shall cause or permit any Hazardous Materials or Substances to be brought upon, generated, stored, disposed of, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees without the prior written consent of Lessor.
- B. Lessee shall demonstrate to Lessor's reasonable satisfaction that such Hazardous Materials or Substances are necessary to Lessee's business and will be used, generated, disposed of, and stored in a manner that complies with all laws regulating any such Hazardous Materials

or Substance so brought upon, generated, stored, disposed of or used in or about the Premises.

- C. Lessor may, at its option require Lessee to provide annual reports, submitted with the annual rent payment.
- D. The Lessee will report the kinds and quantities of Hazardous Materials or Substance on the Premises and how the Lessee complies with applicable laws regarding disposal.
- E. If Hazardous Material or Substances have been used, generated, disposed of or stored in or about the Premises during the term of this Lease, Lessor may, at its election, have any environmental assessment performed of the Premises, at the Lessee's expense, at the termination of this Lease or termination of Lessee's right to possession under this Lease.
- F. If any of the following occur:
 - 1. Lessee breaches the obligations in this section.
 - 2. The presence of Hazardous Material or Substance on the Premises caused or permitted by Lessee results in contamination of the Premises or contamination of any other property at the Palmer Municipal Airport; or
 - 3. Contamination of the Premises or any other property at Palmer Municipal Airport by Hazardous Material or Substance otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom.
 - a. Then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, sums paid in settlement of claims, attorneys' fees, appellate attorney's fees, consultant fees, expert fees, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material or substance present in the soil or groundwater on or under the Premises which arise during or after the Lease term as a result of such contamination.

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

Section 3.4 Reservations and Exceptions

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

Section 3.5 Subordination of Lease to Requirements of the Federal Aviation

Administration

- A. This Lease shall be subordinated to the provisions of any existing or future agreements between the Lessor and the United States, relative to the operation or maintenance of Palmer Municipal Airport.
- B. The performance by Lessee of the covenants, promises and obligations contained in this Lease is a special consideration and inducement to this Lease. Lessee further agrees that if the administrator of the Federal Aviation Administration, or any other governmental official or body having jurisdiction over the City shall make any orders respecting the performances of the Lessee of its obligations under this Lease, then the Lessee shall promptly comply with that order.

Section 3.6 Aircraft on Premises

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

Section 3.7 Discriminatory Acts Prohibited

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

- D. In any proceeding whatsoever the burden of justification shall be on the Lessee to show that the practice or charge does comply with the requirements of this section. The Lessee, within ten (10) days after receipt of the notice, shall comply with the request or submit to the Lessor its justification in writing. The Lessor shall submit its findings and decision as to any alleged violation within fifteen (15) days after the receipt of the Lessee's justification, and such findings and decision of the Lessor shall be final. Unless the Lessee shall notify in writing the Lessor within ten (10) days of its objections to any request for compliance or to any adverse findings and decision, the Lessee shall waive any defense that the alleged violation is justified.
- E. The Lessor, at its option, may forthwith terminate this Lease without any liability to Lessee thereunder for failure by Lessee without justification to comply with Lessor's request for compliance within the time set forth in the request or the findings and decision to correct the alleged violation.

Section 3.8 Maintenance of Premises

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

Section 3.9 Signs

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

Section 3.10 Improvements and Alterations

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

- A. Prior to commencing construction, renovation, enlargement, demolition, or modification of leasehold improvements now or hereafter existing on the Premises, Lessee shall submit to the Airport Superintendent plans and specifications for such work (including plans for landscaping and irrigation, if any) and Timeline for various phases of work.
- B. The Airport Superintendent shall approve or disapprove such plans and specifications and accompanying Timeline at his or her sole discretion.
- C. Upon Lessee's receipt of the Airport Superintendent's written approval of such plans and specifications, Lessee agrees to construct the proposed leasehold improvements in strict accordance with such plans and specifications and Timeline.
- D. The Airport Superintendent's approval of submitted plans and specifications shall not constitute the assumption of any liability by Lessor for their compliance or conformity with applicable building codes, zoning regulations, and city borough, state and federal laws, ordinances, and regulations, or for their accuracy, and Lessee shall be solely responsible for such plans and specifications.
- E. The Airport Superintendent's approval of plans and specifications shall not constitute a waiver of Lessor's right to therefore require Lessee to amend the same to provide for any corrections or omissions needed to comply with applicable building codes, zoning regulations, city, borough, state or federal laws, ordinances, or regulations.

- F. The review and approval required by Section 3.10 is in addition to any other review and approval needed for any required building permits or similar authorizations.
- G. Lessee shall obtain all necessary licenses and permits to accomplish any of the work described in Section 3.10. Nothing in this Lease is intended to limit or restrict the City of Palmer in the exercise of its police power, authority to enforce building, fire and other safety codes, laws, ordinances, or regulations.
- H. Lessee agrees to comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations prior to the construction of the Improvements and prior to the construction of any future building or structure situated on the Premises.
- I. Any contract or agreement for labor, services, materials or supplies furnished in connection with construction or alteration of any improvement to the Premises shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Premises or the improvements.
- J. Before the commencement of any such work, Lessee shall deliver to Lessor either an executed duplicate original of such contract or a written waiver by the architect, engineer, contractor, material man, mechanic, person or corporation named in such contract of all right of lien which he or it might otherwise have upon or against the Premises, or the improvements to be constructed or altered, or the interest of Lessor therein.
- K. Lessee hereby warrants to Lessor that the Premises and all such other improvements thereto, shall be free and clear of all liens, claims and encumbrances and agrees to indemnify, defend and hold Lessor harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees and appellate attorneys' fees, with respect thereto.
- L. If any lien or notice of lien on account of the alleged debt of Lessee or lien or notice of lien by any party engaged by Lessee or Lessee's contractor to work on the Premises shall be filed against the Premises or improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, order of court or competent jurisdiction or otherwise.
- M. The work, in excess of \$100,000, as described in this lease document shall not begin until the Lessee or Lessee's contractor has provided to the Lessor a performance guarantee in the form of a performance bond, escrow, an irrevocable letter of credit, or deed of trust in an amount equal to 100% of the estimated cost of the Improvements greater than \$100,000 to be accomplished, which guarantees the completion of the work by Lessee or Lessee's

contractor in accordance with the plans and specifications approved by Lessor and guarantees the payment by Lessee or Lessee's contractor of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work.

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

Section 3.11 Quiet Possession

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

Section 3.12 Lessee's option to Terminate

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

Section 3.13 Lessor's Option to Terminate

- A. Lessee hereby grants to Lessor should it require the Premises in connection with the future expansion and/or operation of the Airport prior to the expiration or termination of the Lease, Lessor may, upon ninety (90) days written notice, cancel this Lease.
- B. In the event that this Lease is canceled under the provisions of this Section, Lessor shall pay to Lessee the fair market value of Lessee's remaining leasehold interest and the fair market value of Lessee owned buildings, structures, alterations and/or improvements placed by Lessee upon the Premises during the term of this Lease.

- C. The fair market value shall be determined by following the appraisal procedure set forth determination of the fair market rental of the Premises in Section 1.4 of this Lease.
- D. After payment therefore as provided herein, all buildings, structures, alterations and/or improvements shall be subject to the provisions of section 7.6 of this Lease.

Section 3.14 Right of Entry and Access

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

Section 3.15 Lessor's Improvements

- A. This section does not require Lessor to provide any improvements.
- B. Lessor's maintenance shall not include paving, aircraft tie downs, snow removal or sanding.
- C. In the event of abandonment or default, any Lessee improvement will become the property of the Lessor.

Section 3.16 Aviation Easement

Lessee's right to use the Premises for the purposes as set forth in this Lease shall be secondary to and subordinate to the operation of the airport. Lessor specifically reserves for itself, other Palmer Municipal Airport leaseholders, and for the public, an easement for the passage of aircraft in the air space above the surface of the described property together with the right to cause in said air space or on adjacent property such noise as may be inherent in the present or future operation of aircraft. Without in any way limiting Lessor's rights under Section 3.10, Lessee shall not construct any building or facility to a height which in Lessor's discretion will interfere with the operations of the airport.

Section 3.17 Right-of-Way and Easement

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

ARTICLE IV - TAXES, INDEMNIFICATION, AND INSURANCE

Section 4.1 Taxes, Assessments, and Utilities

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

- D. Lessee shall pay and be responsible for all charges for gas, electricity, water, light, heat, power, garbage, solid waste, and other utility service used in or about or supplied to the Premises.
- E. Lessee shall timely pay all sales tax on the rent on the lease, utilities, sales, service, rents, etc., and shall comply with City and Borough sales tax laws.

Section 4.2 Indemnification

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

Section 4.3 Insurance

- A. Lessee, at its own expense, shall secure and maintain in full force at all times during the term of this Lease:
 - 1. Commercial general liability. Commercial general liability insurance with a single occurrence liability limit of \$1,000,000 and an aggregate of \$2,000,000 insuring against liability of Lessee, its officers, contractors, licensees, agents, employees, guests, invites and authorized representatives, arising out of and/or in connection with Lessee's use or occupancy of the Premises; or
 - 2. Airport premises liability. Airport premises liability insurance on an occurrence basis with a single combined liability limit of not less than \$1,000,000 occurrence and \$2,000,000 aggregate limit for bodily injury and property damage.
 - 3. If applicable, third-party aircraft liability insurance with a single combined liability limit of not less than \$1,000,000 per occurrence;
 - 4. Commercial property insurance in the amount of replacement costs.
 - 5. Pollution Insurance covering all fueling activities with a single combined liability limit of not less than \$1,000,000 occurrence and \$2,000,000 aggregate limit.

- B. This insurance required under this Section shall:
1. Name the Lessor as an “additional insured”
 2. Contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice;
 3. Be with an insurance company qualified to do business in the State of Alaska with a financial rating of at least “A” as rated in current Best’s Insurance Reports;
 4. Include a waiver of subrogation clause by which the insurer waives all rights of subrogation against the Lessor for payments made under the policy; and
 5. Not contain a damage deductible for each and every loss that exceeds \$10,000.
- C. Lessee shall provide Lessor with proof of insurance coverage in the form of a certificate of insurance, and if requested by the Lessor, Lessee shall provide Lessor with a copy of the policy(ies). Failure to maintain such insurance in effect shall constitute grounds for immediate termination of this lease. Lessor may at its option purchase said insurance and charge the expense thereof to Lessee, which expense Lessee shall assume and pay.
- D. To reasonably protect itself, Lessor may adjust these minimum insurance requirements and add types of insurance or both by giving Lessee written notice of such adjustment ninety (90) days prior to the expiration of each five (5) year interval of the term of this Lease. Lessor may also adjust these minimum insurance requirements at any time if Lessee’s use of the Premises changes, and in such event, Lessor shall give Lessee thirty (30) days written notice of such adjustment.
- E. The requirements of insurance coverage do not relieve Lessee from any other obligation under this Lease.

ARTICLE V - ASSIGNMENT AND SECURITY INTERESTS

Section 5.1 Assignment and Subletting

- A. Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Premises or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises without first obtaining Lessor’s prior written consent. Lessor will not unreasonably withhold its consent; provided, however, if Lessor does unreasonably withhold its consent, Lessor shall not be liable for any damages, costs or attorney’s fees arising therefrom.

1. Lessor may condition its consent upon such terms as are in its best interest, including but not limited to matters regarding laws, insurance, risks, Lessee's defaults or past practices, risks attributable to assignee, etc., but Lessor may not condition its consent upon raising the rent other than as already allowed under this Lease.
 2. Any assignment, encumbrance or sublease without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default.
 3. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this section.
- B. If Lessee is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of any partner or partners, member or members owning twenty-five percent (25%) or more of the partnership or LLC in one or more transactions, or the dissolution of the partnership or LLC, shall be deemed a voluntary assignment.
- C. If Lessee is a corporation any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of Lessee in one or more transactions, or the sale of twenty-five percent (25%) of the value of the assets of Lessee in one or more transactions without immediate replacement with assets of equal or greater worth, shall be deemed a voluntary assignment.
- D. Lessee hereby irrevocably assigns to Lessor, as security for Lessee's obligations under this Lease, all rent from any subletting of all or a part of the Premises, and Lessor, as assignee and attorney-in-fact for Lease, may collect such rent and apply it toward Lessee's obligations under this Lease, except that, until the occurrence of an act of default by Lessee, Lessee shall have the right to collect such rent as it becomes due, one payment period at a time, which payment period may never exceed one year.
- E. Lessee may not charge a sub-lessee a rent rate that changes from year to year, other than changes that result directly from changes made by Lessor, and Lessee shall never have the right to collect or receive rent in advance of when it is due. If the sub-lessee pays Lessee in advance and Lessor collects rent hereunder, then the sub-lessee must pay the advanced rent to Lessor and sub lessee may retrieve the advanced rent from Lessee. Neither this section nor collection of any such rent by Lessor shall be deemed to be Lessor's approval of any such sublease.

- F. If, as a result of an assignment or sublease, the Premises will be used for purposes other than as set forth in section 3.1 herein. The consent of the Palmer City Council and the FAA, if applicable, must be obtained. It is the policy of the city council to discourage non-aviation related uses. Additionally, if incremental revenues over and above the Lessee's Lease payments will be realized from the sublease or assignment pertaining to non-aeronautical uses, Lessor may raise Lessee's existing rent to fair market value at the time of the approval of the sublease.
- G. All assignment instruments shall include language whereby Assignee expressly assumes and agrees to pay the obligations of Lessee under this Lease.
 - 1. No assignment shall release or diminish the obligations of any Lessee or any Guarantor for performance of Lessee's obligations hereunder and Lessee shall remain liable as if no assignment were made.
 - 2. Lessee and Assignee will be jointly and severally liable for such obligations.
 - 3. Neither this section nor any payment of rent by such Assignee shall be deemed to be Lessor's approval of any such assignment.
- H. All sublease instruments shall provide that the sublease is subject to all of the terms, covenants and conditions of this Lease.
- I. Lessee agrees to pay to Lessor \$500 for any request by Lessee for Lessor to consent to any assignment or subletting by Lessee, for administrative costs.

Section 5.2 Mortgage and Encumbrances

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

ARTICLE VI - DEFAULT AND ENFORCEMENT

Section 6.1 Default Defined

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

- A. Failure to pay the rent provided herein, or any part thereof, or other charge due hereunder, for a period of ten (10) days after written notice of such failure is given by Lessor to Lessee;
- B. Failure to perform the obligations set forth in Sections 3.7 and 3.8 hereof, after any notice required by those sections;
- C. Failure to provide and maintain in effect **insurance** in compliance with Section 4.3 hereof **(for which failure there is no notice time requirement);**
- D. Failure to do, observe, keep and perform any other terms, covenants, conditions, agreements and provisions contained in this Lease for a period of thirty (30) days after written notice of such failure is given by Lessor to Lessee, or, in the case of a default not reasonably susceptible of being cured within thirty (30) days (which does not include any default which may be cured by the payment of money), failure to commence promptly and proceed diligently and in good faith to cure such default within the initial thirty (30) days and complete such cure within a total of sixty (60) days after the sending of the notice;
- E. The abandonment of the premises by the Lessee, the making by the Lessee of a general assignment for the benefit of creditors, or the appointment of a permanent or temporary receiver for the Lessee's property, which is not vacated or set aside within thirty (30) days of sending of written notice of such event by Lessor; or
- F. The issuance of three (3) written notices for defaults or breaches within any consecutive twelve-month period, regardless of whether or not the default or breach was cured within the applicable time period.

Section 6.2 Lessor Remedies on Default

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

- A. Lessor may, at its election, terminate this Lease or terminate Lessee's right to possession only, without terminating this Lease.

- B. Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession without termination of this Lease, Lessee shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Lessor, and Lessee hereby grants to Lessor full and free license to enter into and upon the Premises in such event with or without process of law and to repossess Lessor of the Premises and to expel or remove Lessee and any others who may occupy or be within the Premises and to remove and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Lessee hereby waiving any right to claim damage for such re-entry and expulsion and without relinquishing Lessors right to rent or any other right given to Lessor hereunder or by operation of law.
- C. Upon any termination of this Lease, whether by lapse of time or otherwise, Lessor shall be entitled to recover:
1. The worth at the time of the award of the unpaid rent (including any amounts treated as additional rent) that had been earned at the time of termination;
 2. The worth at the time of the award of the amount by which the unpaid rent (including any amounts treated as additional rent) that would have been earned after the date of termination until the time of award exceeds the amount of the loss of rent for the same period that Lessee proves could have been reasonably avoided;
 3. The worth at the time of the award of the amount by which the unpaid rent (including a reasonable estimate of additional rent) for the balance of the term exceeds the amount of the loss of rent for the same period that Lessee proves could have been reasonably avoided; and
 4. Any other amount, full reasonable attorney's fees and court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.
- D. "The worth at the time of the award," used in this section, is to be computed by allowing interest as determined by the current bond rating from State of Alaska Municipal Bond Bank plus 5%. The "time of the award" is the date the Lessee is notified of the termination of the lease by the Lessor. Such notification shall be done by certified mail.
- E. Upon any termination of Lessee's right to possession only without termination of this Lease, Lessor may, at the Lessor's option enter into the Premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as provided in this

section, without such entry and possession terminating this Lease or releasing Lessee, in whole or in part, from any obligation, including Lessee's obligation to pay the rent, including any amounts treated as additional rent hereunder, for the full term.

- F. Upon termination of Lessee's right to possession, Lessor may, but need not, relet the Premises or any part thereof for such rent and upon such terms as Lessor in its sole discretion shall determine (including, but not limited to, the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises) and Lessor shall not be required to accept any tenant offered by Lessee or to observe any instructions given by Lessee about such reletting.
 - a. In any such case, Lessor may make repairs, alterations and additions in or to the, Premises, and Lessee shall, upon demand, pay the cost thereof, together with Lessor's expenses of reletting.
 - b. If the consideration collected by Lessor upon any such reletting plus any sums previously collected from Lessee are not sufficient to pay the full amount of all rent, including any amounts treated as additional rent here under and other sums reserved in this Lease for the remaining term hereof, together with the costs of repairs, alterations, additions, and Lessor's expenses of reletting and the collection of the rent accruing therefrom (including attorneys' fees), Lessee shall pay to Lessor the amount of such deficiency upon demand and Lessee agrees that Lessor may file suit to recover any sums falling due under this subpart.
- E. Lessor may, at Lessor's option, enter into and upon the Premises, with or without process of law, if Lessor determines in its sole discretion that Lessee is not acting within a commercially reasonable time to maintain repair or replace anything for which Lessee is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Lessee agrees to reimburse Lessor, on demand, as additional rent, for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.
- F. Any and all property which may be removed from the Premises by Lessor pursuant to the authority of this Lease or of law or in equity, to which Lessee is or may be entitled, may be handled, removed and stored, as the case may be, by or in the direction of Lessor at the

risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof.

1. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Lessor's possession or under Lessors control.
 2. Any such property of Lessee not retaken by Lessee from storage within thirty (30) days after removal from the Premises shall conclusively be presumed to have been conveyed by Lessee to Lessor under this Lease as a bill of sale without further payment or credit by Lessor to Lessee; provided, however, Lessor may disclaim as to any item or items and the effect of such disclaimer will be that the item or items never became the property of Lessor.
- G. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent, additional rent or other sum due to Lessor, hereunder or of any damages accruing to Lessor by reason of the terms, provisions and covenants herein contained.
- H. No act or thing done by Lessor or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or an acceptance of the surrender of the Premises shall be valid unless in writing signed by Lessor.
- I. No judicial action shall be necessary to terminate this Lease.
- J. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.
- K. Lessors acceptance of the payment of rental, including any amount treated as additional rental, or other sums hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Lessor so notifies Lessee in writing.
- L. Forbearance by Lessor to be deemed or construed to constitute a waiver of such default or of Lessor's right to enforce any such remedies with respect to such default or any subsequent default.

- M. If, on account of any breach or default by Lessee in Lessee's obligations under the terms and conditions of this lease, it shall become necessary or appropriate for Lessor to employ or consult with an attorney concerning this Lease or enforce or defend any of Lessor's rights or remedies hereunder, Lessee agrees to pay any attorneys' fees and appellate attorneys' fees so incurred.
- N. Lessor shall not be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon such reletting.

Section 6.3 Lessor's Failure to Enforce and Nonwaiver

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

ARTICLE VII - GENERAL COVENANTS

Section 7.1 Condition and Status of Premises

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

1. That the Premises or any adjacent property is being, may be, or has been contaminated with any Hazardous Materials, or
2. Of the existence of any Hazardous Materials in, within, on or near the Premises or adjacent property.

Section 7.2 Risk of Loss

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

Section 7.3 Repair or Rebuilding

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

Section 7.4 Condemnation

- A. If all the Premises, or any part thereof required for the reasonable use of the Premises, is taken by eminent domain, this Lease shall expire on the date when the Lessee is required to vacate the Premises, and the rent shall be apportioned as of that date.
- B. If there is a taking of a part of the Premises not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the rent shall be equitably reduced, based on the proportion by which the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority.

- C. Except for improvements constructed and paid for by Lessee, Lessor reserves all rights to damages to the Premises for any taking by eminent domain and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award.
- D. Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business. Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's moving expenses and for the interruption of or damages to Lessee's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Lessor.

Section 7.5 Surrender of Premises

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

Section 7.6 Reversion or Removal of Buildings and Improvements

- A. Any and all buildings, structures, alterations or improvements placed by the Lessee upon the Premises shall, at the option of the Lessor, revert to and become the property of the Lessor at and upon the expiration or termination of this Lease and/or the termination of Lessee's right to possession of the Premises.
- B. Lessor, in its sole discretion, may require Lessee to remove part or all of said buildings, structures, alterations and/or improvements including, but not limited to, fuel tanks and lines, and partially or completely restore the Premises to the condition of the Premises at the inception of this Lease by sending written notice requesting such removal and restoration within sixty (60) days after such expiration or termination.
- C. Lessee shall then at its own expense complete such removal and restoration within ninety (90) days of the sending of such notice.
- D. At the conclusion of the current lease and extension period(s) the existing Lessee shall be given preference in executing a new lease on the same premises, provided that the proposed

land use is compatible with the current Airport Layout Plan and the Lessee is otherwise in good standing with the City of Palmer and in substantial compliance with the existing lease.

- E. Section(s) 7.5 and 7.6 do not necessarily preclude a lessee from recovering value from Lessee's leasehold improvements by selling to a third party at any time during the lease term, provided that all other conditions of the active lease have been met. At such time, the buying third party would request a new lease or an assignment of the existing lease, and such request would not be reasonably withheld.

Section 7.7 Holdover

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

Section 7.8 Notices

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

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

Lessee's mailing address: Flying Gator LLC
c/o Michael and Sandra Certo
31517 Misty Mountain Cir.
Eagle River, Alaska 99577

Section 7.9 Rights or Remedies

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

Section 7.10 Successors in Interest

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

Section 7.11 Applicable Law and Forum

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

Section 7.12 Recordation of Lease

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

Section 7.13 Severability

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

Section 7.14 Construction

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

Section 7.15 Gender and Plurality

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

Section 7.16 Joint and Several Liability

The obligations of each Lessee are joint and several.

Section 7.17 Entire Agreement

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

LESSOR: CITY OF PALMER

By: _____
John Moosey, City Manager Date

LESSEE: Michael and Sandra Certo, Flying Gator LLC Organizing Members

By: _____
Michael Certo Date

By: _____
Sandra Certo Date

NOTARY

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 2023, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, John Moosey, to me known and known to me to be the identical individual described in and who executed the within and foregoing LEASE AGREEMENT as City Superintendent of the City of Palmer, freely and voluntarily on behalf of the City of Palmer for the uses and purposes therein mentioned.

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

Notary Public in and for Alaska
My commission expires: _____

NOTARY

STATE OF ALASKA)

)ss.

THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Micheal Certo, owner and Chief Executive Officer of the Limited Liability Corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)

)ss.

THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Sandra Certo, owner and Chief Executive Officer of the Limited Liability Corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

DRAFT

GUARANTY

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

Flying Gator LLC, Organizing Members

By: _____
Michael Certo "Individually" Date _____

By: _____
Sandra Certo "Individually" Date _____

NOTARY

STATE OF ALASKA)
)ss.

THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Michael Certo, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

NOTARY

STATE OF ALASKA)

)ss.

THIRD JUDICIAL DISTRICT)

This is to certify that on the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Sandra Certo, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

Notary public in and for Alaska

My commission expires: _____

City of Palmer
Action Memorandum No. 23-060

Subject: Authorizing the City Manager to Negotiate and Execute a Contract With Talon Construction For the Construction of Temporary Walls at the Palmer Public Library From Roof Collapse For the Weatherization and Security of the Building In an Amount Not To Exceed \$48,686.00

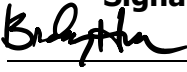
Agenda of: September 26, 2023

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

Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	<u></u>	<u>September 12, 2023</u>
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **48,686.00**

This legislation (√):

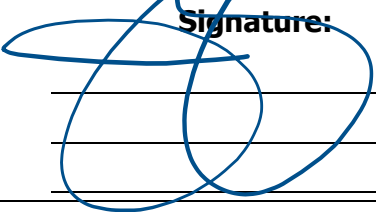
<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>48686.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>01-19-10-6045</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Temporary Wall Drawings
2. Talon Construction Bid

Summary Statement/Background:

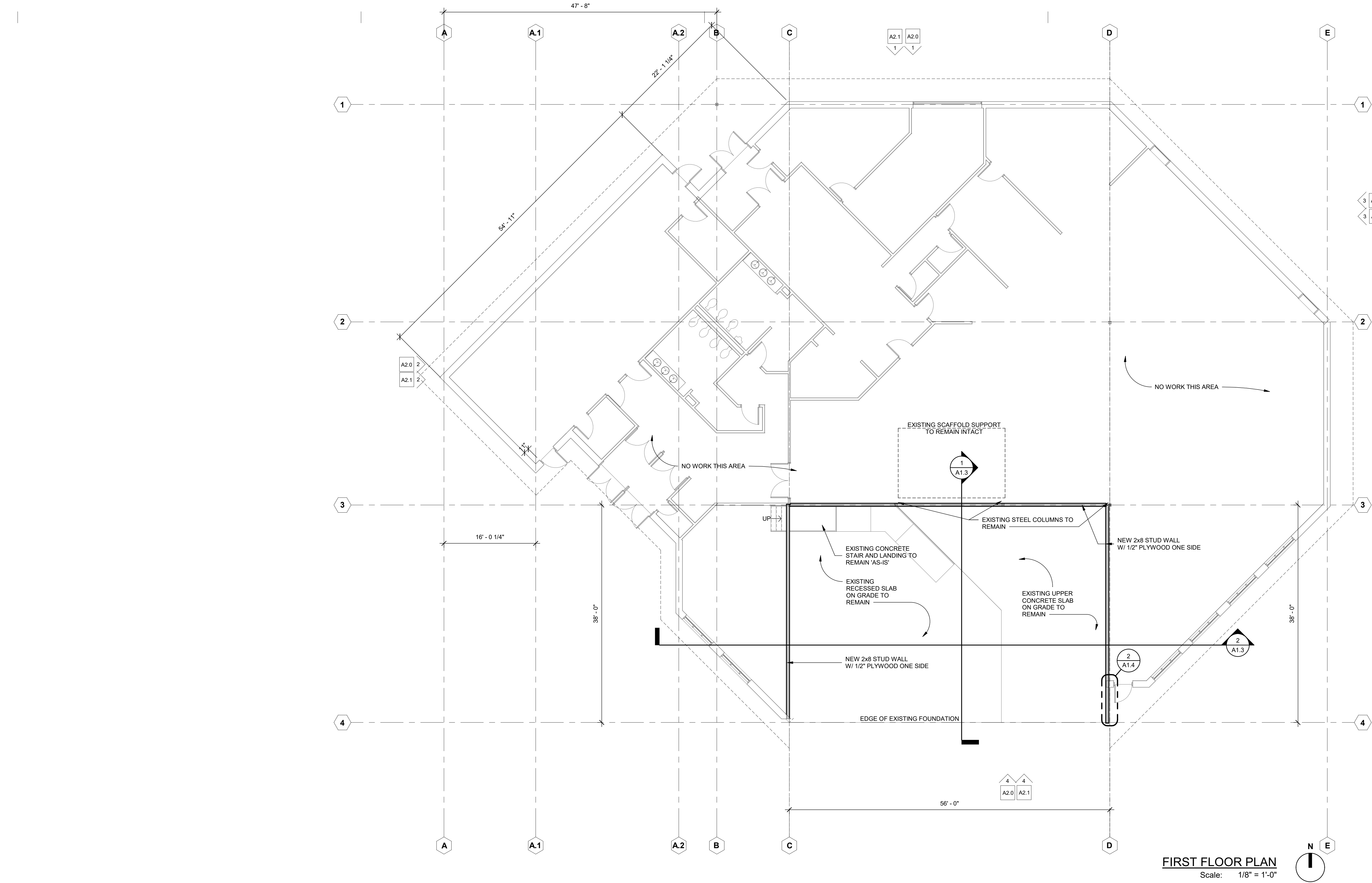
On February 15, 2023, the Palmer Public Library suffered a catastrophic collapse of the south facing roof over the kids' section of the Palmer Public Library. This action memorandum authorizes the City Manager to approve a contract for the demolition of the south facing roof, mechanical systems within the roof structure and the kid's area contents. The Kids area contents includes books, computers, and shelving.

After removal of the damaged structure and contents this area will be weather proofed to keep the rest of the library from further complications from exposure to the winter elements. This is necessary to ensure that in the event of repair or an addition is the direction of council, the structure is preserved to achieve that purpose. This legislation is to construct temporary walls for weatherization and security.

Five contractors were contacted regarding the removal of the construction of the temporary walls. Talon Construction was the only contractor to respond. These costs will be reimbursed from insurance.

Administration's Recommendation:

Approve Action Memorandum No. 23-060 to award a contract to Talon Construction for the construction of temporary walls at the Palmer Public Library with a price not to exceed \$48,686.00.



FIRST FLOOR PLAN
Scale: 1/8" = 1'-0"

PROJ. NO.	2323
DRAWN	
CHECKED	
DATE	8/23/2023
FULL SIZE DRAWINGS: 22" x 34"	

Palmer Public Library
WEATHERIZATION ENCLOSURE PLAN

PALMER, ALASKA 99645



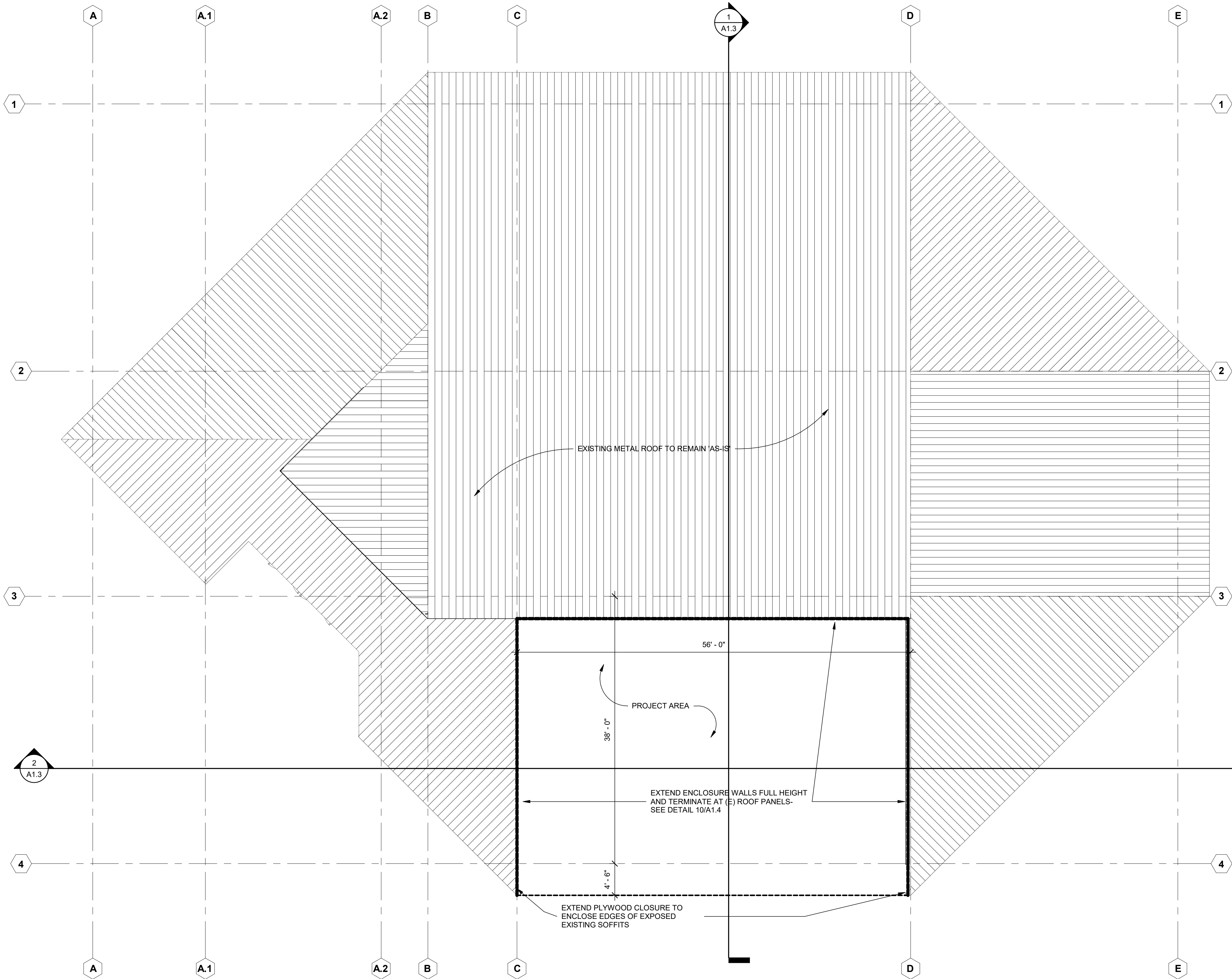
625 S COBB ST
PALMER, AK
T: 907.746.6670
F: 907.746.6680
wolfarchitecture.com

Wolf
ARCHITECTURE

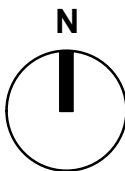
SHEET CONTENTS

FIRST FLOOR PLAN

A1.1



ROOF PLAN
Scale: 1/8" = 1'-0"



625 S COBB ST
PALMER, AK
T: 907.746.6670
F: 907.746.6680
wolfarchitecture.com

Wolf
ARCHITECTURE

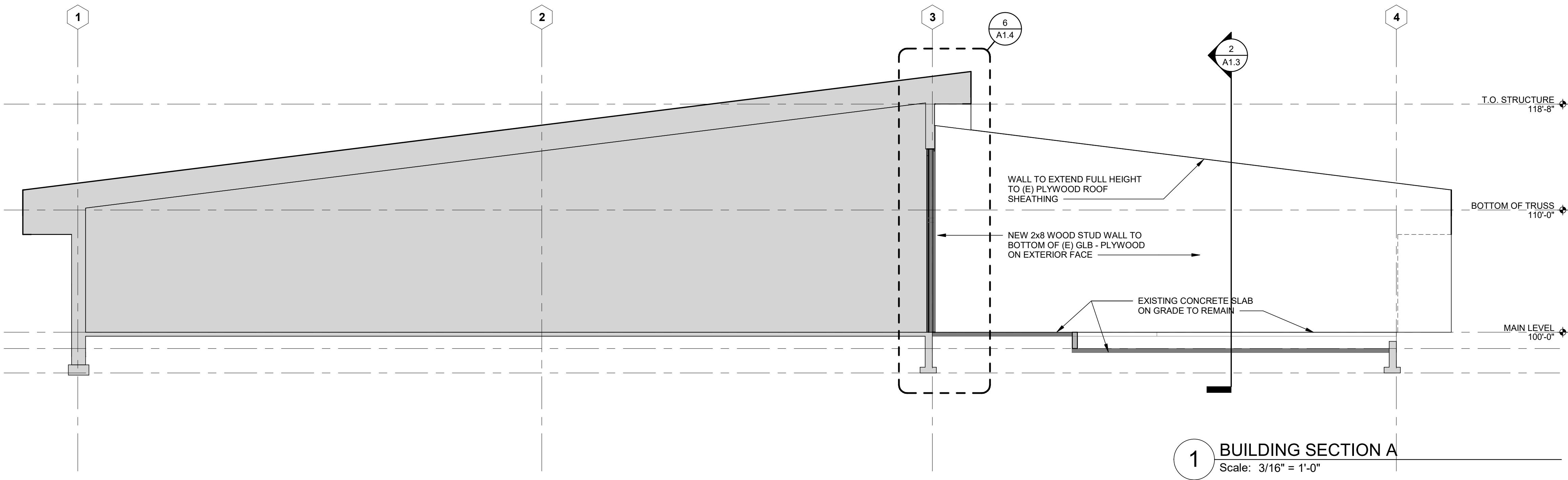
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ROOF PLAN

A1.2

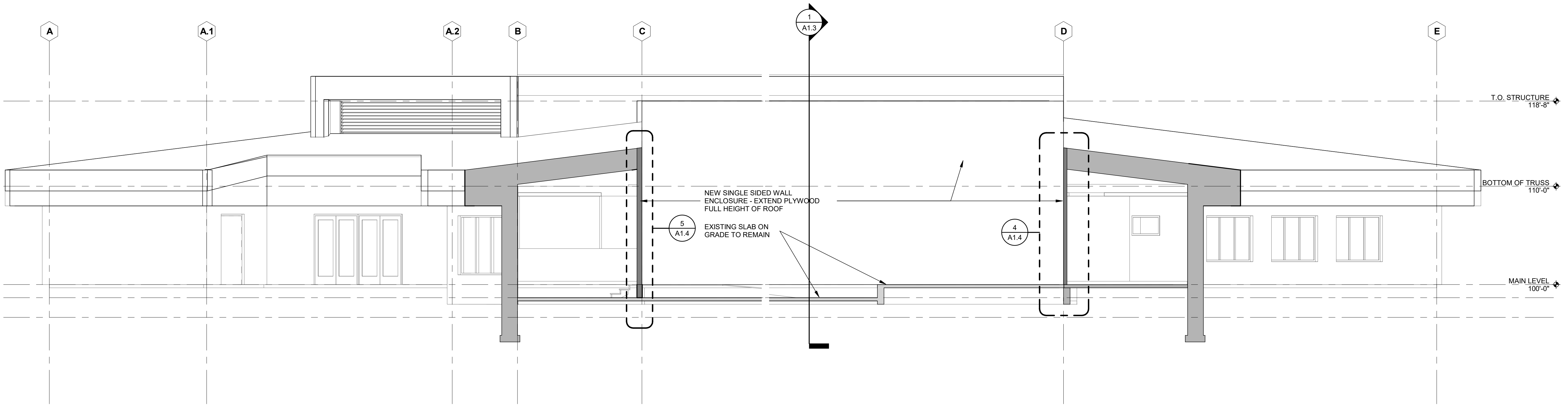
Palmer Public Library
WEATHERIZATION ENCLOSURE PLAN

PALMER, ALASKA 99645

PROJ. NO. 2323
DRAWN
CHECKED
DATE 8/23/2023
FULL SIZE DRAWINGS: 27" x 34"



1 BUILDING SECTION A
Scale: 3/16" = 1'-0"



ING SECTION B
16" = 1'-0"

PROJ. NO.	2323
DRAWN	
CHECKED	
DATE	8/23/2023
FULL SIZE DRAWINGS: 27" x 34"	

Palmer Public Library
WEATHERIZATION ENCLOSURE PLAN
PALMER, ALASKA 99645

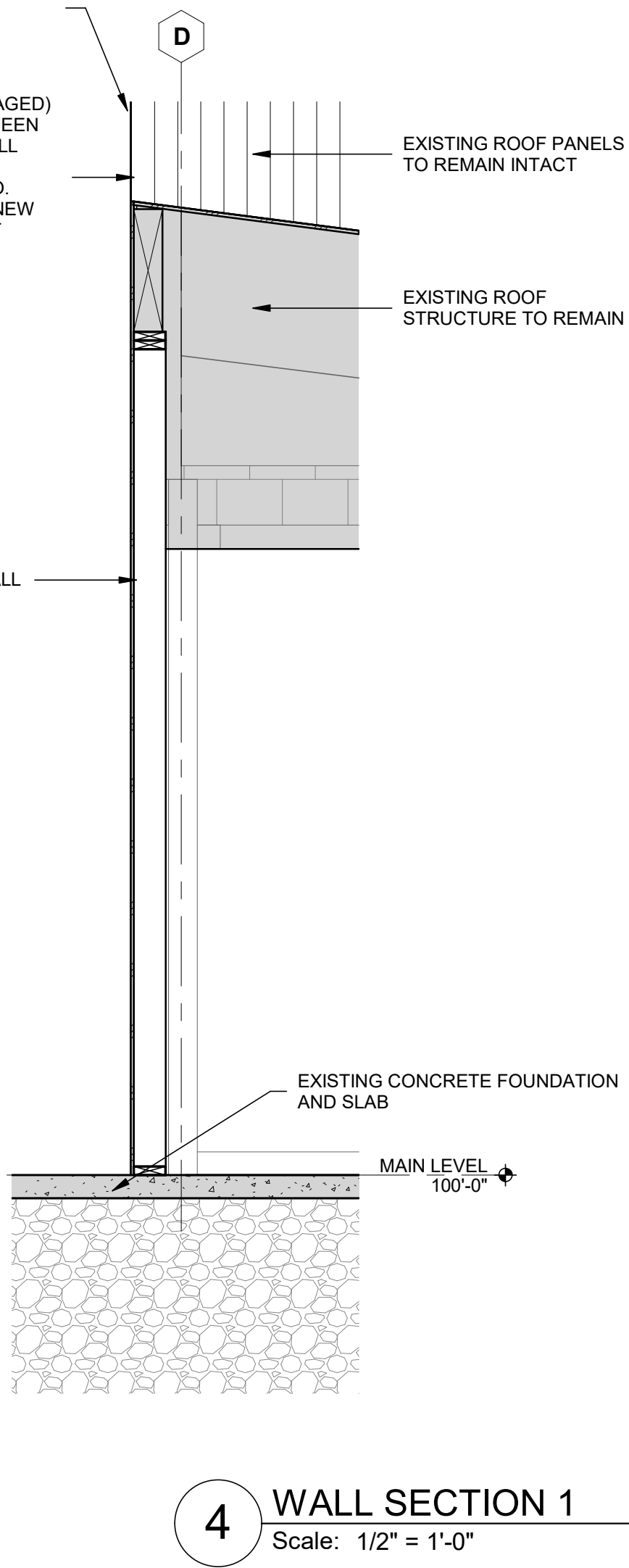
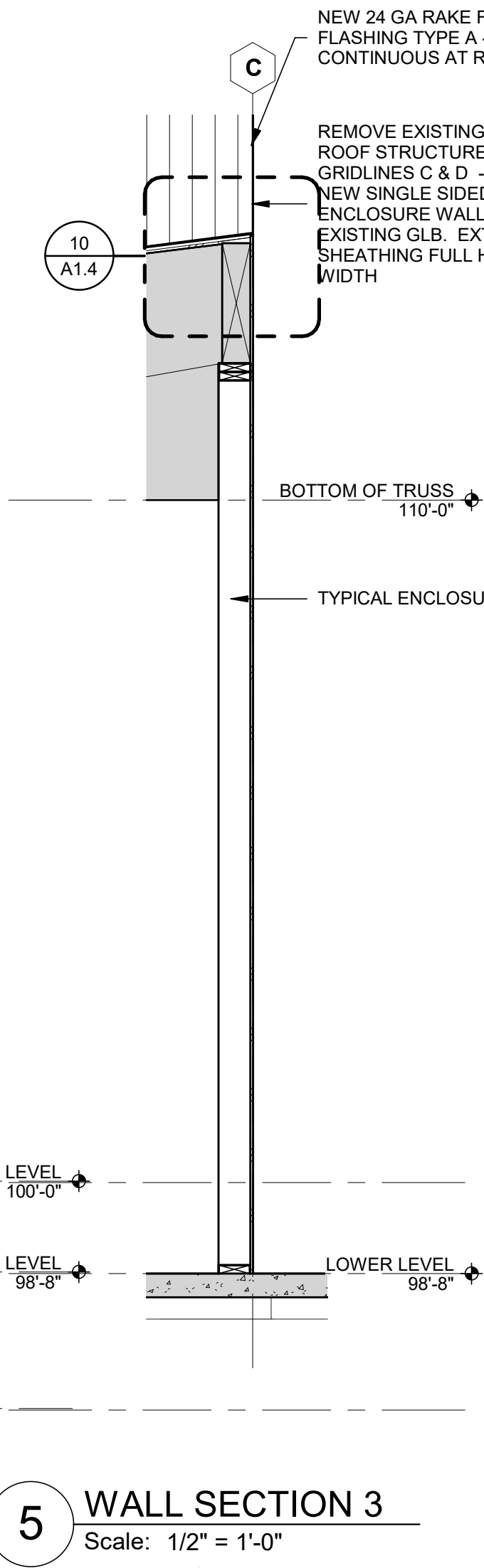
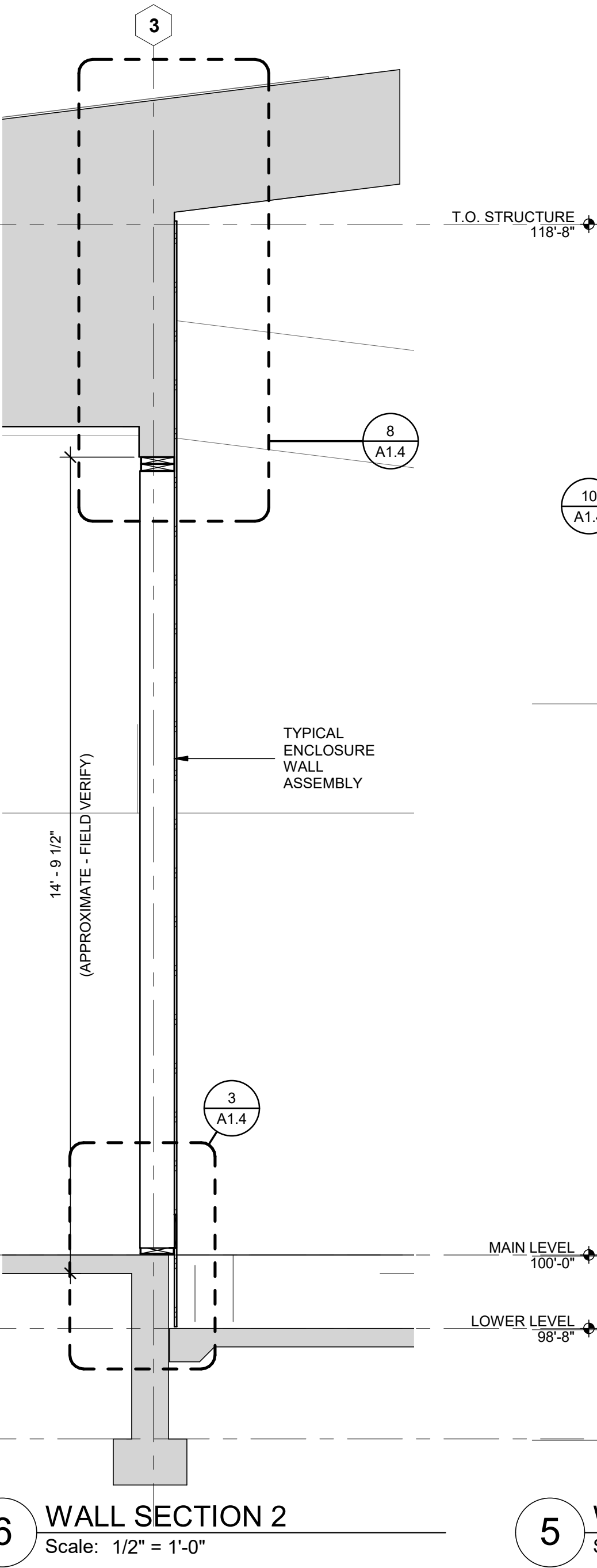
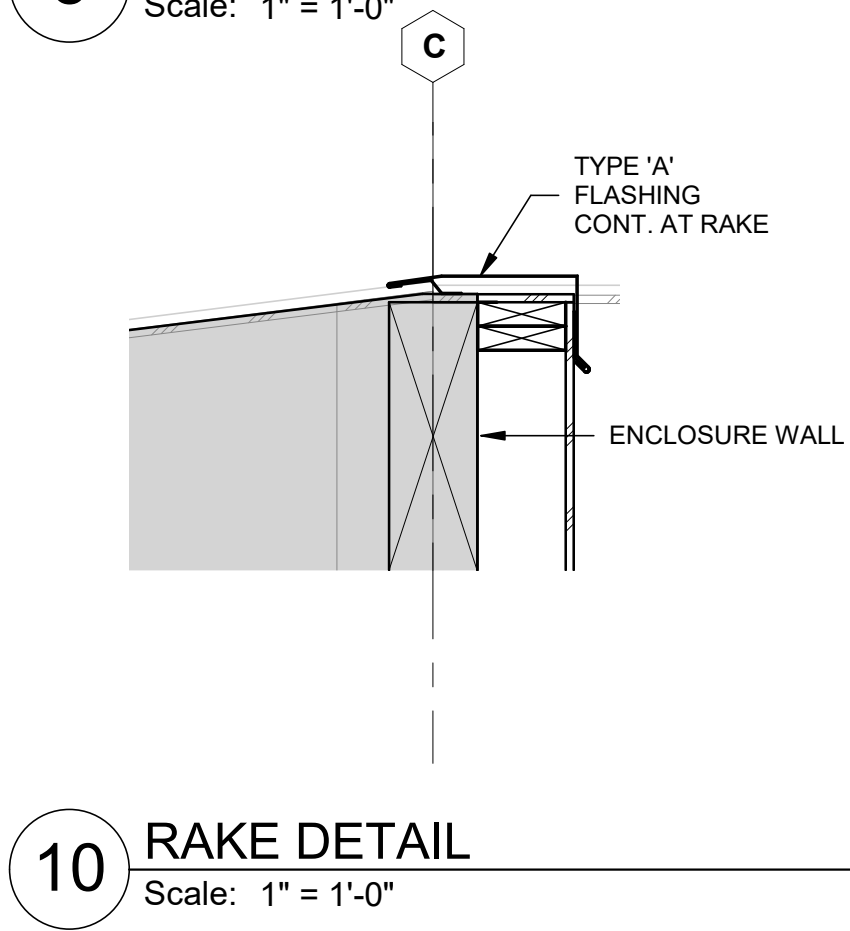
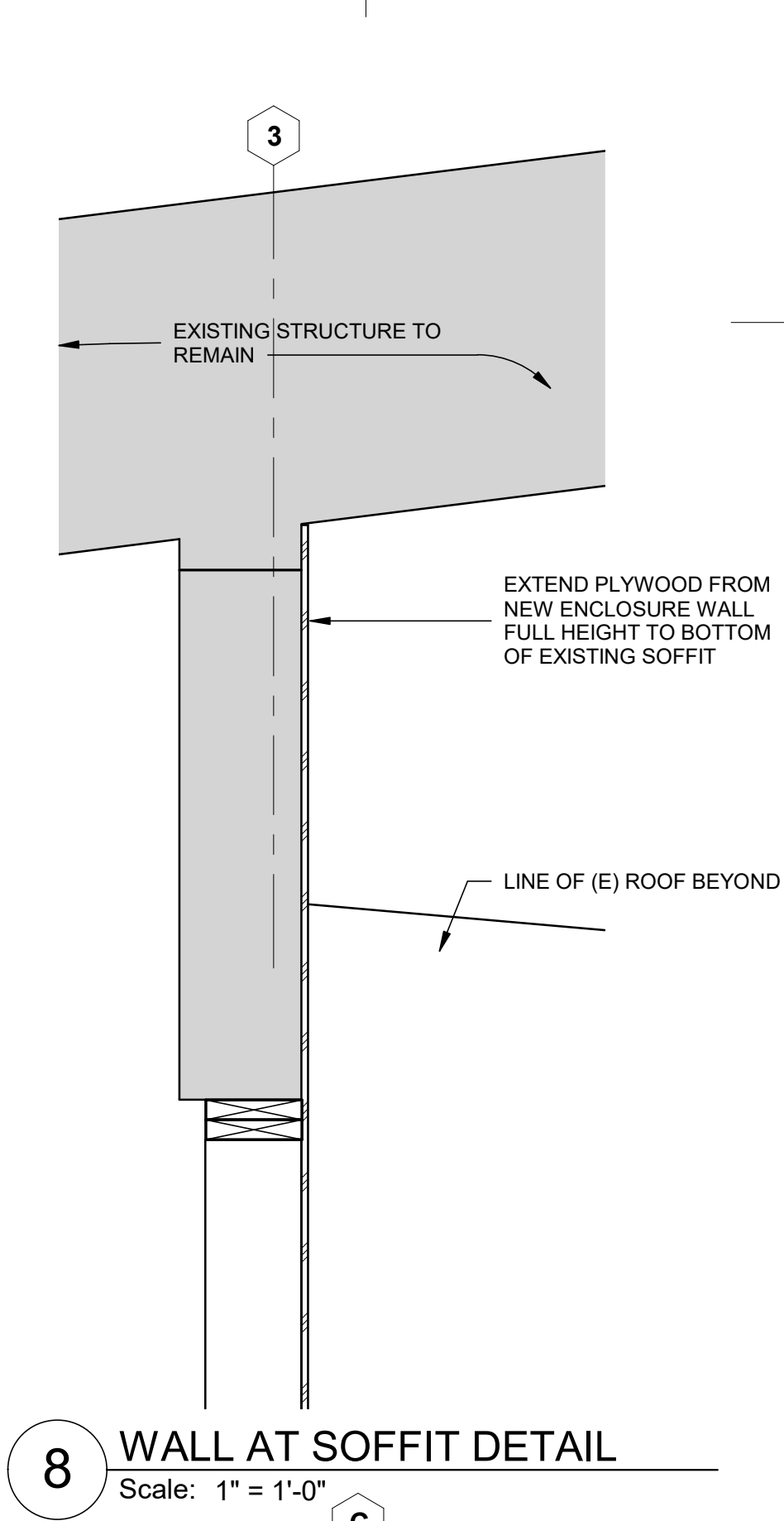
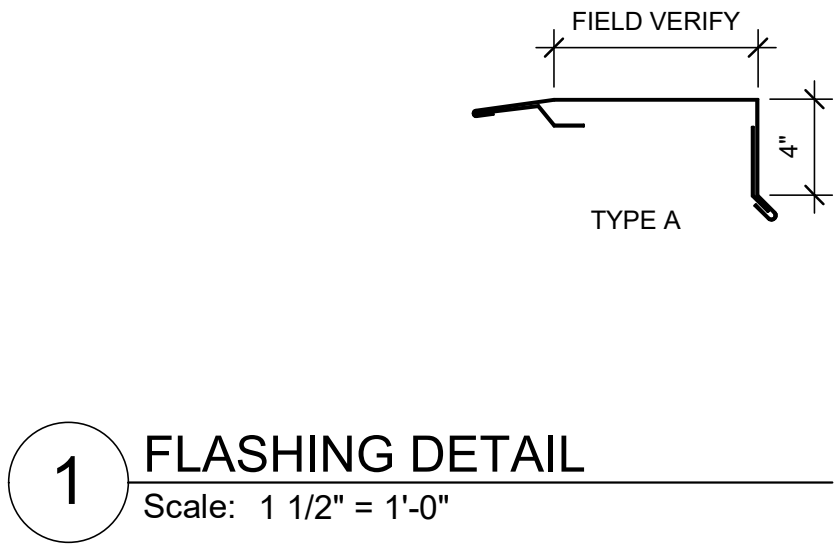
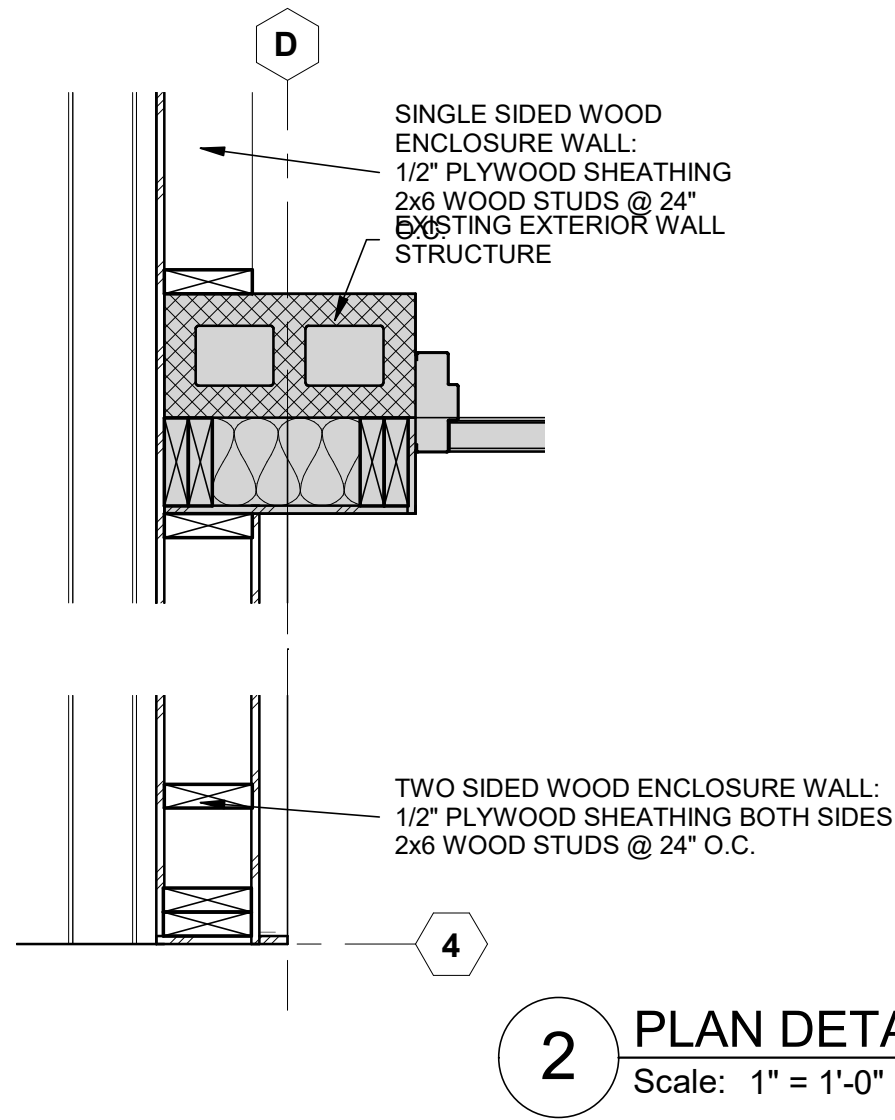
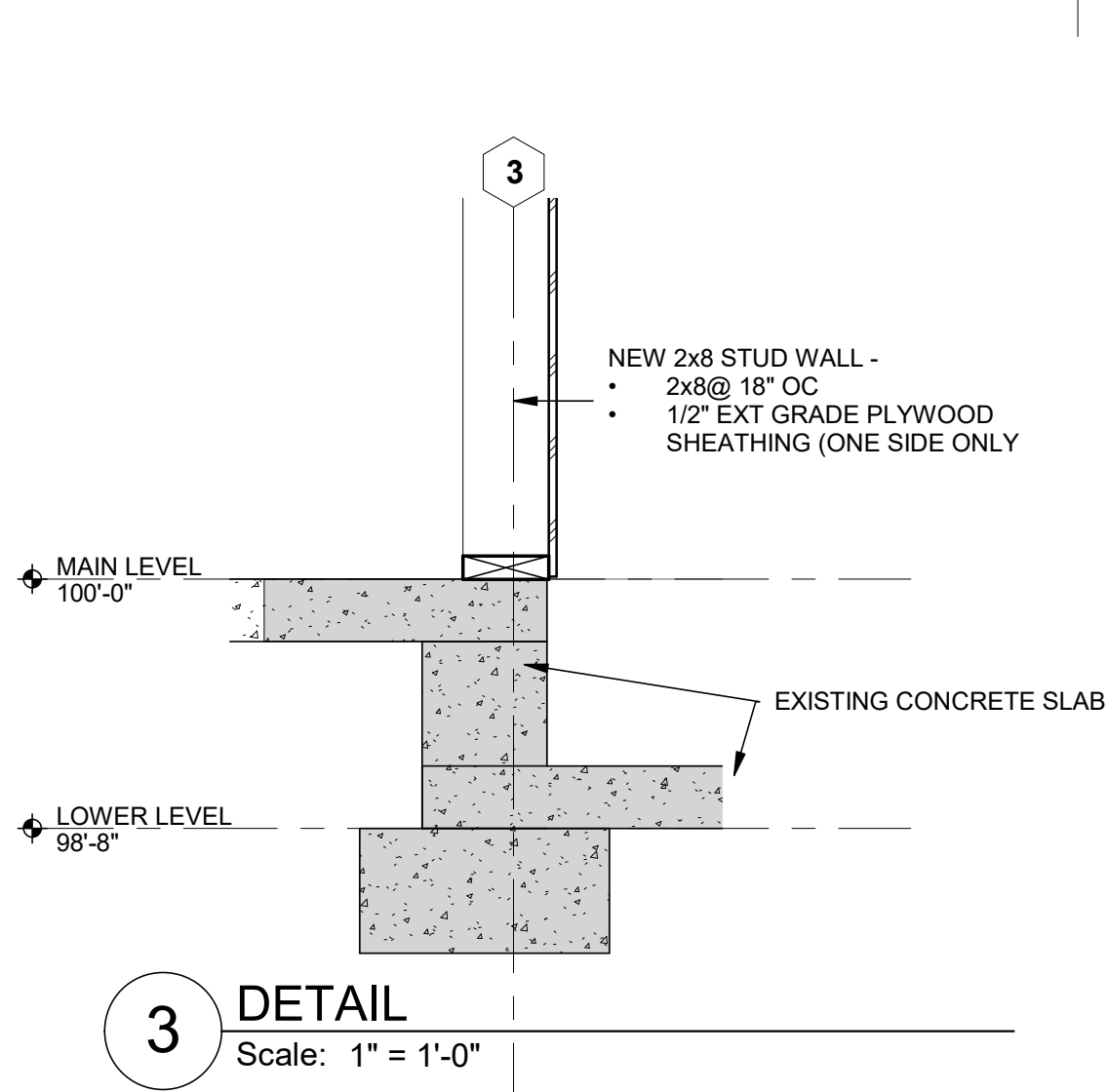


625 S COBB ST
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T: 907.746.6670
F: 907.746.6680
wolfarchitecture.com

Wolf
ARCHITECTURE

SHEET CONTENTS
BUILDING SECTIONS

A1.3



Palmer Public Library

PALMERALASKA

CITY OF PALMER

OWNER
CITY OF PALMER
231 WEST EVERGREEN AVE
PALMER AK 99645
CITY OF PALMER

ARCHITECT
WOLF ARCHITECTURE, INC.
625 SOUTH COBB, STE. 200
PALMER AK 99645
907-746-6670
GARY WOLF

CIVIL ENGINEER
PND ENGINEERS
1506 W. 36TH AVE
ANCHORAGE AK 99503
907.561.1011
DOUG KENLEY

LANDSCAPE ARCHITECT
CORVUS DESIGN
2506 FAIRBANKS ST UNIT B
ANCHORAGE AK 99503
907.222.2859
PETER BRIGGS

STRUCTURAL ENGINEER
PND ENGINEERS
625 SOUTH COBB, SUITE 202
PALMER AK 99645
907-707-1081
DAVID BENTI

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

INTERIOR DESIGNER

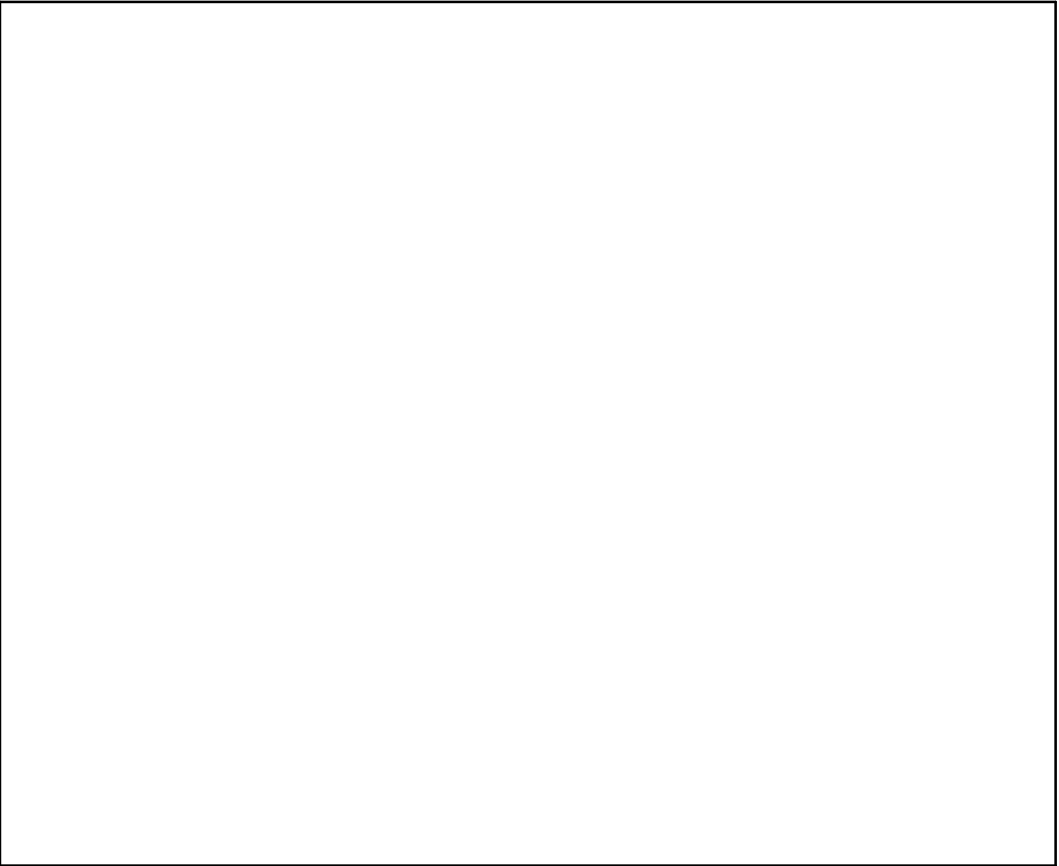
INDEX OF DRAWINGS

GENERAL
G0.01 COVER & INDEX SHEET

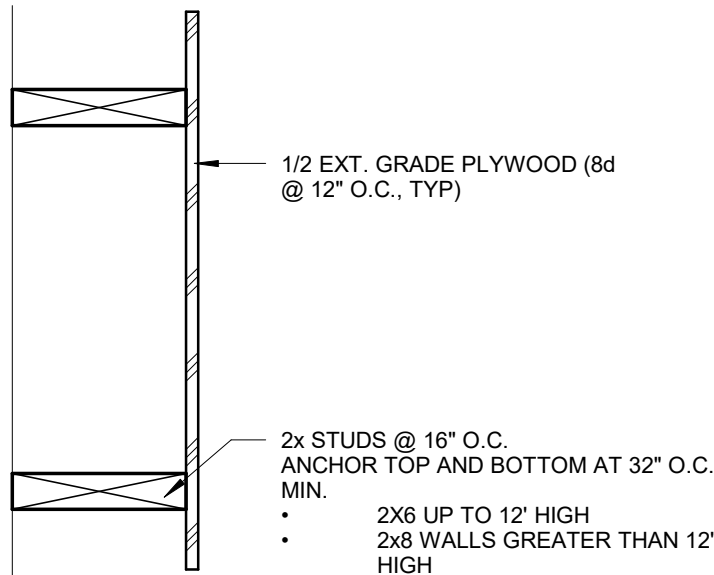
ARCHITECTURAL
A1.0 ARCHITECTURAL SITE PLAN
A1.1 FIRST FLOOR PLAN
A1.2 ROOF PLAN
A1.3 BUILDING SECTIONS

PROJECT INFORMATION

PROJECT NAME: Palmer Public Library
PROJECT ADDRESS: PALMER, ALASKA 99645
ARCHITECT: WOLF ARCHITECTURE, INC. CONTACT: GARY WOLF
625 SOUTH COBB, STE. 200 PHONE: 907-746-6670
PALMER AK 99645 FAX: 907-746-6680
DESCRIPTION: PUBLIC LIBRARY
ZONING: P



8/23/2023 WEATHERIZATION ENCLOSURE PLAN



1 TYPICAL WALL TYPE
Scale: 1 1/2" = 1'-0"



PROPOSAL

September 13, 2023

To: City of Palmer
Attn: Brad Hanson
Phone: (907) 761-1322
Project: Palmer Library Weatherization Enclosure

Scope of Work:

Material pickup and delivery
Project Supervisor/Submittals
Set up cones and safety barriers
Frame temporary walls to bottom of GLB
Sheet walls with ½" OSB
Sheet GLB to roof sheeting
Purchase and Deliver custom flashing
Install custom flashing
Lift rental
Trash Haul/clean up

Exclusions:

Permitting

Architectural services

Mechanical/electrical work

Demolition work

Anything not listed in scope of work

Anything not shown on project drawings

Notes:

This bid assumes that demolition work is complete and project area is empty

Total Cost of Project:

\$48,686.00

Section 5.4 The City Manager.



- (a) The City Manager shall be chosen solely on the basis of his demonstrated administrative qualifications, with particular emphasis on his training and experience as a professional municipal administrator. He shall be a resident of the city during his tenure in office.
- (b) He shall be the chief administrative officer of the Council and shall perform the duties of his office under the authority of and shall be accountable to the Council. His duties shall be prescribed in the code by the Council and may include duties in addition to those set forth in this charter.
- (c) He shall supervise and coordinate the work of the administrative officers and departments of the city, except those of the City Attorney and the City Clerk, and shall act as coordinator between these officers and the other administrative officers.
- (d) He shall prepare and recommend to the Council the annual budget proposals of the city.
- (e) He shall enforce the code and other acts of the Council and administer all city contracts.
- (f) He shall employ or be responsible for the employment of all city employees and shall supervise and coordinate the personnel policies and practices of the city.

4.15.060 Residency.



- A. In accordance with the Charter, the city manager shall be a resident of the city during his or her tenure in office.
- B. The city clerk, all department directors, fire chief, and the police chief shall reside within five miles of the city limits within 180 days of hire. (Ord. 21-017 § 3, 2021; Ord. 16-010 § 3, 2016; Ord. 12-001 § 3, 2013)