



City of Palmer

231 W. Evergreen Avenue
Palmer, Alaska 99645
Phone 907-745-3271
Fax 907-745-0930

SPECIAL CITY COUNCIL MEETING

5 PM, TUESDAY, JUNE 14, 2011

PALMER CITY COUNCIL CHAMBERS

231 W. EVERGREEN AVENUE, PALMER

REGULAR CITY COUNCIL MEETING

7 PM, TUESDAY, JUNE 14, 2011

(UNDER SEPARATE COVER)

SPECIAL CITY COUNCIL MEETING
5 P.M. TUESDAY, JUNE 14, 2011
CITY COUNCIL CHAMBERS
231 W. EVERGREEN AVENUE, PALMER
www.cityofpalmer.org



MAYOR DELENA JOHNSON
COUNCIL MEMBER RICHARD BEST
COUNCIL MEMBER KEVIN BROWN
COUNCIL MEMBER EDNA DEVRIES
COUNCIL MEMBER KEN ERBEY
COUNCIL MEMBER BRAD HANSON
COUNCIL MEMBER KATHRINE VANOVER

CITY ATTORNEY MICHAEL GATTI
CITY CLERK JANETTE BOWER
CITY MANAGER DOUG GRIFFIN

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Audience Participation
- E. New Business
 - 1. Felton Street Traffic Calming Update
 - a. Committee of the Whole
 - 2. Granite Construction Land Swap
 - a. Committee of the Whole
- F. Adjournment



Douglas B. Griffin
City Manager

City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645-6952
Phone (907) 761-1317
dgriffin@palmerak.org
www.cityofpalmer.org

MEMORANDUM

TO: The Honorable Mayor and Members of the Palmer City Council
FROM: Douglas B. Griffin, City Manager
DATE: June 2, 2011
RE: S. Felton Street Traffic Calming

Problem:

South Felton Street between the Palmer-Wasilla Highway and Helen Drive is a primary collector street for neighborhoods on the west side of Palmer. The posted speed limit is 25 mph; however, vehicles can often exceed 40 mph due to the width, smoothness, and sight lines on the road. As a collector street for the Westside neighborhoods, the collector street is also used by pedestrians and bicyclers, including children and youth. The City of Palmer wishes to address the conflict between users of this street by seeking ways to calm vehicular traffic to posted speed limits.

Neighborhood Meetings:

I would like to hold a neighborhood meeting in the area to discuss this situation, talk about alternative approaches to solving the problem, and get some buy-in for long term solutions to make the situation better. However, with summer upon us I decided that delaying the meeting until the fall would help with attendance, publicizing the meeting, and gathering more information. Tentatively, I am looking at holding the meeting in mid-September.

Short term/Long term fixes:

Based on meetings with Chief Boatright, Director Cohenour, Director Garley, and Director Owen, I determined that we could erect some signs to create three and four-way stop intersections as an immediate traffic calming measure. Chief Boatright prepared a memorandum dated May 20, 2011 advising me to erect stop signs on S. Felton at the intersection of S. Felton Street and W. Fern Avenue to create a three-way stop and similarly placing stop signs on S. Felton at its intersection with E. Hidden Loop/E. Hidden Circle to create a four-way stop. That direction was given to the Public Works Department and those signs were erected, along with temporary signs advising motorists of "New Traffic Pattern", on May 27th.

The Department of Public Works is also planning to stripe S. Felton and paint clearer bike lanes along portions of the street that do not have sidewalks to increase safety. The City is also looking at installing additional "No Parking" signs that will be more instructive (like "No Parking from here to corner") so that violation citations will withstand Court scrutiny. This work should be done in June.

Other improvements that could calm traffic will be given further consideration following the neighborhood meeting. These options may include: speed bumps/humps, raised intersections/pedestrian crossings, narrowing streets, or other pedestrian amenities. These options will have costs, in some cases substantial price tags, and grant funding would need to be sought and obtained.



DEPARTMENT OF PUBLIC SAFETY
Police ... Fire ... Rescue ... Dispatch

Jonathan C. Owen
Director
City of Palmer
Mail: 231 W. Evergreen Ave.
Palmer, Alaska 99645
www.cityofpalmer.org

George R. Boatright
Chief of Police
Location: 423 S. Valley Way
Phone (907) 745-4811
Fax (907) 746-2314

John McNutt
Fire Chief
Location: 645 E. Cope Industrial Way
Phone: 907-745-3709
Fax: 907-745-5443

May 20, 2011

Doug Griffin
Palmer City Manager

Subject: S. Felton Street

In reviewing the current and projected issues of vehicular traffic on and through the portion of the city served by S. Felton Street, it is apparent that this roadway serves as the primary collector street for most of the associated residential areas.

Two primary feeder streets intersect with S. Felton Street that present a significant potential for risk of vehicular accidents.

Fern Avenue is closer to the north end S. Felton and is a T or three way intersection that currently has a stop sign on Fern for traffic entering onto S. Felton St.

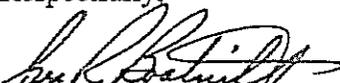
Please direct Public Works to install stop signs for both north and south bound traffic at this intersection, converting the intersection to a three way stop and stripe the intersection appropriately inclusive of crosswalk markings.

East Hidden Ranch Loop is located nearer the south end of S. Felton St. This is a significant feeder route via which traffic enters onto S. Felton St. Currently, stop signs exist on E. Hidden Ranch Loop for traffic entering onto S. Felton St. from both the east and west sides S. Felton St.

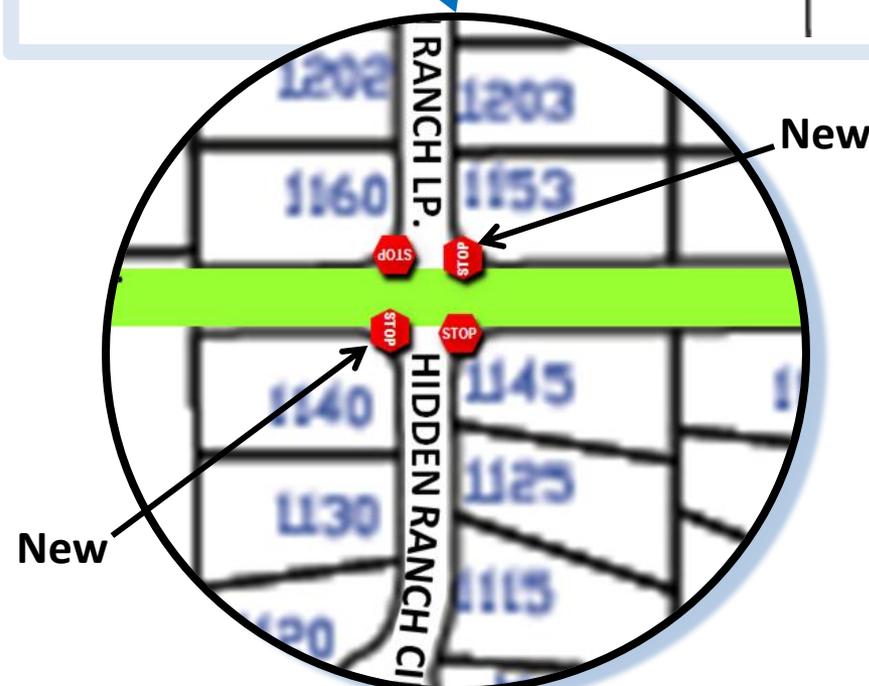
Please direct Public Works to install stop signs for both north and south bound traffic at this intersection along with associated markings as requested for the S. Felton St. and Fern Ave. intersection.

These modifications will enhance the safety of both vehicular and pedestrian traffic at these locations. Peripherally, these changes are likely to serve as traffic calming enhancements for all of the associated residential areas.

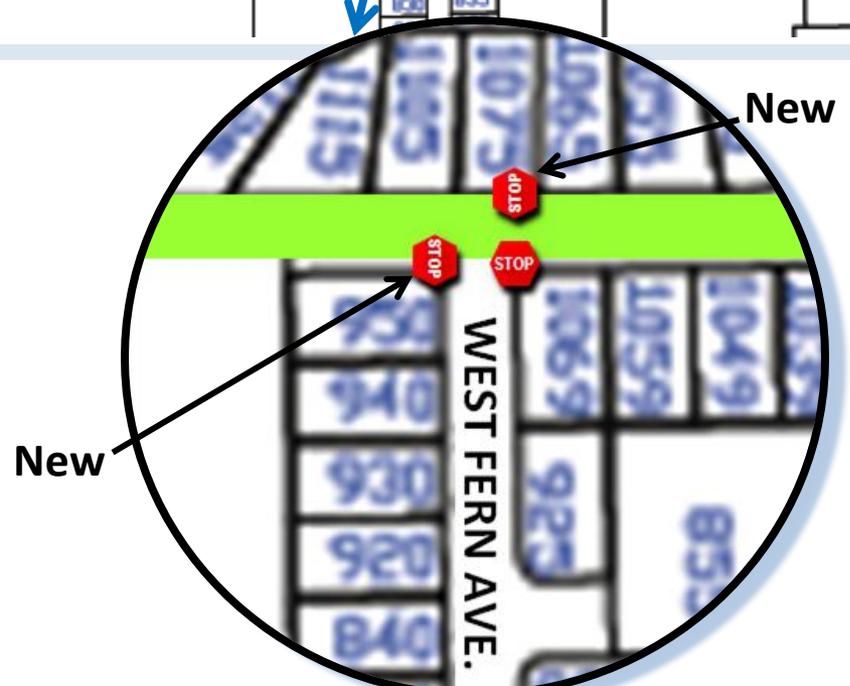
Respectfully,


George R. Boatright

S. Felton Street Solutions



Four-way Stop



Three-way Stop



MEMORANDUM

TO: Doug Griffin
FROM: Sandra Garley 
DATE: June 7, 2011
SUBJECT: Questions Raised during Consideration of Granit Construction
Land Exchange

Does the Palmer Municipal Code permit an exchange of land?

PMC 3.20.070 (A) does permit the City to acquire real property through an exchange. The procedure for acquisition is set out in PMC 3.20.070G. [PMC 3.20.070 and 3.20.080 is Attachment #1.]

What is the history of this land exchange?

Trevor Edmondson, General Manager of Central Paving Products, and Tim Potter of DOWL, met with the City Council on September 27, 2005 to discuss this topic. [The Agenda for this Special Meeting of the Council and the Minutes for the Special Meeting are attachment #2.]

On July 11, 2006, the Council approved AM 06-071 to authorize the Manager to enter into a real Estate Exchange and Development Agreement with Wilder Construction Company d/b/a central Paving Products. [Am 06-071, the draft Agreement and the Minutes of the July 11, 2006 meeting are Attachment #3.]

On September 1, 2006, the City and Wilder signed a Real Estate Exchange and Development Agreement. The Performance sections of the September 2006 Agreement are different from the Performance section of the draft agreement included with AM 06-071 on July 11, 2006.[A copy of the executed Real Estate Exchange and Development Agreement is Attachment #4.]

What exchange options have been presented to the City?

Option 1:

The original Agreement proposed to exchange the City's 5.54 acre parcel, MSB Tax ID # 17N02E18C009, for a 5.56 acre parcel located southwest of the City's 5.54 acres on the Glenn Highway. [Map of proposed 5.56 acre exchange parcel is included as an exhibit to the September 2006 Real Estate Exchange and Development Agreement.]

Option 2:

In January 2010, Granite Construction, as successor to Wilder Construction, revised their master plan for development and proposed to the City and exchange of a 6.6 acre portion of a 14 acre parcel, MSB Tax ID #17N02E18D002, also referred to as the Church property. The southern boundary of this 6.6 acre parcel is contiguous to the north boundary of the City

owned 5.56 acre parcel that Granite Construction wishes to acquire from the City. [Map depicting this 6.6 acre portion of the Church property is Attachment #5.]

Option 3:

At the May 17, 2011 Special City Council meeting, Tim Potter, representing Granite Construction, suggested that the City and Granite consider exchanging the City's 5.56 acre parcel for the entire 14 acre Church property. [MSB property information sheet and map are Attachment #6.]

What further information is to be developed by staff?

The Manager and staff are working on the pros and cons of each of these three exchange options. Mat-SU Title will have completed the title on the City's 5.56 acre parcel by June 10, 2011. Granite has been asked to update their title information on any parcel they wish to be considered for an exchange with the City.

The City Attorney has reviewed the September 2006 Real Estate Exchange and Development Agreement and is working on revisions.

Granite Land Exchange Attachment #1

PMC 3.20.70 and PMC 3.20.080

Chapter 3.20 PURCHASING

Sections:

- [3.20.010](#) –
- [3.20.050](#) *Repealed.*
- [3.20.060](#) Disposal of personal property.
- [3.20.070](#) Purchase of real property.
- [3.20.080](#) Sale or disposition of real property.
- [3.20.090](#) Leasing of real property.
- [3.20.100](#) –
- [3.20.150](#) *Repealed.*

3.20.010 General.

Repealed by Ord. 644. (Ord. 246 § 3, 1982)

3.20.020 Definitions.

Repealed by Ord. 644. (Ord. 511 § 3, 1997; Ord. 246 § 3, 1982)

3.20.030 Time limit.

Repealed by Ord. 644. (Ord. 246 § 3, 1982)

3.20.040 Purchase of personal property.

Repealed by Ord. 644. (Ord. 512 § 3, 1997; Ord. 427 § 3, 1991; Ord. 246 § 3, 1982)

3.20.050 Purchase of personal property – Bidding procedures.

Repealed by Ord. 644. (Ord. 524 § 3, 1997; Ord. 512 § 4, 1997; Ord. 427 § 4, 1991; Ord. 361 § 3, 1987; Ord. 307 § 3, 1985; Ord. 252 § 3, 1982; Ord. 246 § 3, 1982)

3.20.060 Disposal of personal property.

A. Each department shall report on a regular basis to the city manager any items of personal property which are obsolete, surplus, or otherwise do not hold current value to the functions of the department.

B. The city manager shall dispose of personal property valued at less than \$10,000 upon the notice and terms the manager considers reasonable. The manager shall take into consideration the value of the article, reason for disposal, and general preference for disposal by competitive bid.

C. The city manager shall obtain council approval of all items valued at more than \$10,000 prior to disposal of those items.

D. The city manager, city clerk, city attorney, department heads, and council members are prohibited from purchasing personal property from the city. All other city employees may purchase personal property in accordance with the Charter, Palmer Municipal Code and personnel regulations. (Ord. 08-015 § 3, 2008; Ord. 523 § 3, 1997; Ord. 246 § 3, 1982)

3.20.070 Purchase of real property.

A. **Authority to Acquire Property.** The city may acquire, own and hold real property within or outside the city boundaries by purchase, gift, devise, grant, dedication, exchange, redemption, purchase of equity of redemption, operation of law, tax or lien foreclosure, adverse possession, condemnation or declaration of taking, annexation, or by any other lawful means or conveyances.

B. **Definition of Real Property.** As used in this chapter, the term "real property" includes any estate in land, easement, right-of-way, lease, permit, license, franchise, future interest, building, fixture or any other right, title, or interest in land or a building.

C. **Form of Acquisition.** The city may acquire, own and hold real property by warranty or quitclaim deed, easement, grant, permit, license, deed of trust, mortgage, contract of sale of real property, plat dedication, lease, tax deed, will, or any other lawful method or mode of conveyance or grant.

1. Real property shall be held in the name of "The City of Palmer."

2. Any instrument requiring execution by the city shall be signed by the mayor and attested by the city clerk. The form of any conveyance shall be approved by the city attorney.

D. **Form of Ownership.** The city may acquire and hold each real property as sole owner or as tenant in common or other lawful tenancy, with any other person or governmental body for any public purpose. The city may hold real property in trust for any public purpose.

E. **Rights and Powers.** The city shall have and may exercise all rights and powers in the acquisition, ownership and holding of real property as if the city were a private person; provided, however, the city shall not waive any immunities of a municipality regarding the acquisition, ownership and holding of real property unless specifically provided for by resolution concerning the specific property.

F. **Dedication by Plat.** The city may not acquire any real property by means of a dedication by plat unless the dedication of the real property is accepted in writing and signed by the mayor.

G. **Procedure.**

1. The city may acquire real property and the council shall approve by resolution the acquisition of real property to be purchased in whole or in part for a cash consideration or exchange of real property.

2. No approval is necessary to acquire any easement, right-of-way, permit, license, or other interest in real property if necessary for a utility or public improvement where the utility or public improvement has been authorized and approved by the council.

3. Prior to approval, the city manager shall furnish the council with an abstract of title, or preliminary commitment for title insurance, the value assessed by the

borough tax assessor or other appraisal of the real property, and a review of any problems in acquisition, but the failure to furnish the council any such material shall not affect the validity of any acquisition or purchase of real property by the city.

4. Unless otherwise provided by the council, the city shall purchase marketable title in the real property.

H. Purchase by Agreement. The council may approve and authorize the purchase of real property by contract of sale, deed of trust, or mortgage.

I. Industrial Sites. The city may acquire, own and hold real property, either inside or outside the city boundaries, for sites available for new industries which will benefit the city.

J. Federal and State Aid. Legislative assent to federal or state aid for the city, including aid given to the city through a department or agency of the federal or state government, is given. The city may apply for, contract, and do all things necessary to cooperate with the United States government and the state of Alaska for the acquisition, holding, improvement, or development of real property within and outside the city boundaries. (Ord. 11-004 § 3, 2011; Ord. 246 § 3, 1982)

3.20.080 Sale or disposition of real property.

A. Authority to Sell or Dispose of Property. The city may sell, convey, exchange, transfer, donate, dedicate, direct or assign to use, or otherwise dispose of city-owned real property by any lawful means or conveyances.

B. Form of Sale or Disposition. The city may sell or dispose of real property by warranty or quitclaim deed, easement, grant, permit, license, deed of trust, mortgage, contract of sale of real property, plat dedication, lease, tax deed, will, or any other lawful method or mode of conveyance or grant. Any instrument requiring execution by the city shall be signed by the mayor and attested by the city clerk. The form of any instrument shall be approved by the city attorney.

C. Rights and Powers. The city shall have and may exercise all rights and powers in the sale and disposal of real property as if the city were a private person; provided, however, the city shall not waive any immunities of a municipality regarding the sale or disposition of real property unless specifically provided for by resolution concerning the specific sale or disposition. The city may sell or dispose of any real property, including property acquired or held for or devoted to a public use, when in the judgment of the city council it is no longer required for municipal purposes.

D. Public and Charitable Conveyances. The council may sell, donate or exchange with the United States, the state, any political subdivision, or a nonprofit organization, city-owned real property without a public sale and for less than the fair market value, whenever in the judgment of the city council it is advantageous to the city to make the conveyance.

E. Property Exchanges. The council may approve, after public notice, the conveyance and exchange of a parcel of city property for an equivalent parcel of property owned by

another person, subject to such conditions as the council may impose on the exchange, whenever in the judgment of the city council it is advantageous to the city to make the property exchange.

F. Grants for Federal and State Programs. The council may grant or devote real property no longer held for public purpose to the United States, the state of Alaska, a local subdivision, or an agency of any of these governments, for a consideration agreed upon between the city and the grantee without a public sale if the grant or devotion is advantageous to the city. Any approval of a federal or state program providing for the participation or cooperation of the city by grant or devotion of the real property is a sale of that real property for the consideration stated in the program.

G. Industrial Sites. Notwithstanding any other subsections of this section, the city may sell, lease or dispose of sites acquired for new industries benefiting the city upon the terms and conditions as the city council considers advantageous to the civic welfare of the city, to a person who agrees to install, maintain and operate a beneficial new industry.

H. Change of Use. Real property acquired or purchased for one city purpose may be appropriated, transferred, assigned, or directed without public sale to another city purpose, whenever the city council determines that the purpose for which the property was acquired or purchased no longer exists, or the property is no longer used or useful for the purpose. No formal conveyance is necessary to dispose of the real property to another city purpose, and the disposition may be made to another purpose with or without legal consideration for the disposition. The city may sell, convey or otherwise dispose of real property no longer used or useful in the operation of a city-owned utility. Real property no longer needed for the purpose for which the real property was acquired or purchased, or utility property no longer used or useful in the operation of a city-owned utility, is no longer property owned, held for or devoted to a public use, and may be sold or disposed of as provided in this chapter if the council determines the real property is not useful to the city for any other purpose.

I. Conveyance of Public Improvement Property Interests. The city council may at any time, without public sale, convey, quitclaim, release, cancel, or otherwise relinquish any real property easement, right-of-way, permit, or license the city may have or hold for the purpose of installing, constructing, or maintaining a public improvement, whenever the interest is no longer used or useful for that purpose.

J. Real Property as Security. The council may pledge, mortgage or otherwise secure city real property for the payment of city bonded or other indebtedness when required, as authorized by law.

K. Public Sale. Unless otherwise provided in this chapter, real property no longer used or useful for a public use or purpose shall be sold to the highest responsible bidder at a public sale. Public sale shall not be required where the real property of the city is subject to any term or condition restricting or limiting the ability of the city to obtain the fair market value of the property.

L. Notice. Unless otherwise provided in this chapter, notice of a proposed public sale of real property shall be published not less than two weeks prior to bid date in a newspaper

of general circulation in the city. The notice shall contain a description of the real property to be sold and the time, date, place and any terms or limitations of the public sale.

M. Fair Market Value. Real property shall be sold for not less than the fair market value. If a public sale does not result in a bid equal to or greater than the fair market value and costs of sale, the council may sell the real property at a private sale or may conduct another public sale. In the event of an authorized private sale or another public sale, the council may approve the sale of the property at the highest price which may be obtained. "Fair market value" as used in this subsection means the price determined in terms of money at which the real property is appraised by a qualified appraiser, or the value assessed by the borough tax assessor.

N. Procedure on Public Sale. The council in the resolution authorizing the sale of real property shall set forth the terms and conditions of the public sale. The council may reserve the right to reject any and all bids received at the public sale, if the highest bid is below the fair market value and costs of sale or is not made by a responsible bidder. The resolution shall provide if the sale is for cash, or cash deposit and a purchase agreement. If the sale is for a cash deposit and a purchase agreement, the city manager shall prescribe the form of the purchase agreement. No sale or purchase agreement will be enforceable against the city unless and until the city council approves such sale or purchase agreement. The approval of any public sale by the council authorizes the city manager to take all steps and execute all instruments to complete and close the sale. The city manager shall conduct the sale, and shall give to the bidder at the auction a receipt for all moneys received by the city. A purchaser at a public sale who fails to make such other cash payments within the times required by the resolution shall forfeit any cash deposit paid to the city.

O. Appraisal. No real property shall be sold at a public sale unless the real property to be sold has been appraised by a qualified appraiser within 180 days prior to the date of the resolution authorizing the public sale.

P. Council Action. No action of the council to dispose of any city interest in real property dedicated to public use shall be final until the resolution to do so has been on file in the office of the city clerk for 30 days. Prior to any council action on the sale of real property, the city manager shall make his recommendation to the city council as to any change of use or merits of the sale or disposition of the real property.

Q. Purchase Agreement. A purchaser of real property from the city may purchase the real property by purchase agreement if provided in the resolution for the sale. Unless otherwise provided in the resolution for the sale, a purchase agreement shall provide for a deed, note and deed of trust. The purchase agreement shall be executed by the mayor, attested by the city clerk and approved as to form by the city attorney.

R. Broker. The city may employ a broker for the sale of real property and may pay the broker a commission for the sale. The employment shall be in the resolution for the sale of the real property and any contract of employment shall be first approved by the city council unless the city council authorized the city manager to execute the contract without approval.

S. Easements and Rights-of-Way. The city may reserve any easement and right-of-way to be used for public improvements and purposes before selling or disposing of city-owned real property. The city council may make such restrictions, limitations, reservations, reversions, or other covenants the council may find advantageous to the city even if the fair market value of the property is affected. The effect of these reservations may be considered in determining the fair market value of the property.

T. City Manager Regulations. The city manager may provide by regulation for the procedures and forms as to applications, surveys, appraisals, auction, bidding, form or substance of purchase agreement, or any other matter involving the sale or disposition of city property not inconsistent with and to implement the intent and purpose of this chapter. The absence of a regulation or an inconsistent resolution shall not invalidate any public sale procedure, or conveyance executed or to be executed by the city, where the requirements of this chapter have been otherwise satisfied. (Ord. 544 § 3, 1999; Ord. 246 § 3, 1982)

3.20.090 Leasing of real property.

A. Property Available for Leasing. All real property which the city owns, or in which the city has right, title and interest, or to which the city may become entitled, may be leased as provided in this chapter. The term "property" as used in this chapter shall include these interests in real property.

B. Term. No lease shall be for a term of more than 20 years unless the council shall determine from the purpose, use of the premises, and nature of improvements which may be placed thereon that a longer term would benefit the city and would be consistent with city planning. A lease shall first be approved by the city council. Any renewal period or option to renew the lease period shall be included in the term of the lease.

C. Appraisals. No property shall be leased or a renewal lease issued unless the property to be leased has been appraised by the city within one year prior to the date contemplated for the commencement of the lease. An independent appraisal shall not be required unless directed by the council, or otherwise required by this chapter.

D. Lease Auction. Unless otherwise provided in this chapter, property shall be leased to the highest bidder at a lease auction.

E. Notice. Unless otherwise provided in this chapter, notice of a proposed lease of property shall be published not less than two weeks prior to bid opening date in a newspaper of general circulation in the city. The notice shall set forth a description of the property with interest therein to be leased, and the time, place, and any terms or limitations of the lease auction. Notice shall not be required if the term of the lease is two years or less. Where the lease contains a provision permitting the renewal, extension or modification of the lease, notice is not required for the renewal, the exercise of the option or the modification. The council may waive the requirement of public notice and auction for a lease of property on which substantial improvements are to be placed, or have been placed, when the council, in its discretion, determines from the circumstances of the transaction, the size, location, nature, rentals, terms, proposed use and purpose of the property that a negotiated lease of the property would not substantially affect the fair rental value of the property.

F. Fair Rental Value. Property shall be leased for a fair rental value. "Fair rental value" is the rental computed from the appraised fair rental value of the property and shall mean the highest price described in terms of money for which the property would rent, if exposed for rent for a reasonable time in the open market, for the use permitted by the city. With approval by the city council, the lease of property may be made for a rental less than the fair rental value to a state or federal agency, state political subdivision or nonprofit organization as may be determined by the city manager to be fair and proper, considering the public interest and the nature of the public use or function of the leased premises. Fair rental value shall not be required where the property interest of the city is subject to any term or condition restricting or limiting the ability of the city to obtain the fair rental value of the property.

G. Adjustment of Rental. A lease having a term of more than two years shall provide for adjustment of rentals at specified intervals during the term of lease, and the intervals shall be every five years. This section shall be incorporated in each lease by reference and enforceable as if fully set forth therein.

H. Renewal of Lease. The renewal or extension of the lease shall be considered as a new lease unless renewal or extension is provided for in the lease.

I. Improvements and Chattels. The lease shall provide the terms, conditions and limitations of the removal or reversion of improvements or chattels upon the lease premises after termination of the lease. The retiring lessee may, with the consent of the city manager, sell the improvements to the succeeding lessee. If the improvements or chattels are not removed within the time set forth in the lease, the improvements and chattels may, upon reasonable notice to the lessee, be sold at public sale to be provided by regulations of the city manager. Proceeds of the sale shall be first applied to the city's costs and expenses of maintaining, removing and selling the improvements and chattels and to rentals for the period of nonremoval. The city may bid at the sale and may be credited with the value of the city's costs, expenses and rentals due resulting from the nonremoval of the improvements or chattels. The city shall have all other rights, both legal and equitable, any other purchaser would have or acquire by reason of the sale. In addition, should the lease so provide, if the improvements or chattels are not removed within the time set forth in the lease, the improvements and chattels may become the property of the city.

J. Inspection. The lessee shall allow an authorized representative of the city to enter the leased premises for inspection at any reasonable time.

K. Easements and Rights-of-Way. The city expressly reserves the right, without compensation or adjustment in rentals to the lessee, to grant surface, underground or overhead utility easements or rights-of-way in or upon the leased property, if the exercise of the right will not unreasonably interfere with lessee's improvements placed upon the property and with the lessee's use of the property.

L. Condemnation. Upon condemnation of the premises or any part thereof by the state, borough, or federal government or agency thereof, including inverse condemnation, the lease shall terminate without any liability to the city. The city shall not be liable in

damages or pay any compensation to the lessee as a result of the condemnation terminating the lease.

M. City Manager Regulations. The city manager may provide by regulations for the procedures and form as to applications, surveys, appraisals, auction, bidding, form and substance of lease, termination, forfeiture or any other matter involving the leasing of city property to implement the intent and purpose of this chapter. The absence of a regulation shall not invalidate any auction procedure or lease executed or to be executed by the city, where the requirements of the chapter have been otherwise satisfied.

N. Approval of City Council. The city council shall approve all leases. All leases shall be approved as to form by the city attorney prior to execution. (Ord. 246 § 3, 1982)

3.20.100 Bidding procedures – Public works projects and buildings.

Repealed by Ord. 644. (Ord. 550 § 3, 1999; Ord. 525 § 4(2), 1997; Ord. 361 §§ 4, 5, 1987; Ord. 345 § 3, 1986; Ord. 311 § 3, 1985; Ord. 267 § 3, 1983; Ord. 246 § 3, 1982)

3.20.110 Professional services.

Repealed by Ord. 644. (Ord. 246 § 3, 1982)

3.20.120 Emergency procedure.

Repealed by Ord. 644. (Ord. 378 § 3, 1987; Ord. 246 § 3, 1982)

3.20.130 Conflict of interest.

Repealed by Ord. 644. (Ord. 246 § 3, 1982)

3.20.140 Joint purchasing.

Repealed by Ord. 644. (Ord. 604 § 3, 2003; Ord. 412 § 3, 1990; Ord. 382 § 3, 1988; Ord. 307 § 4, 1985)

3.20.150 Misrepresentations and fraudulent claims.

Repealed by Ord. 644. (Ord. 604 § 4, 2003)

Compile Chapter

This page of the Palmer Municipal Code is current through Ordinance 11-010 and legislation passed through May 24, 2011.

Disclaimer: The City Clerk's Office has the official version of the Palmer Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

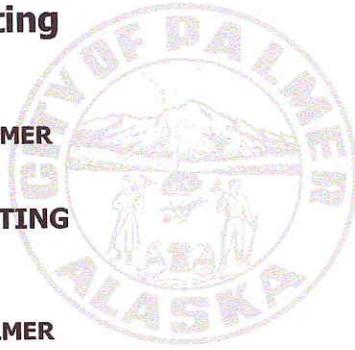
City Website: <http://www.cityofpalmer.org/>
(<http://www.cityofpalmer.org/>)
City Telephone: (907) 745-3271
Code Publishing Company
(<http://www.codepublishing.com/>)

Granite Land Exchange Attachment #2

September 27, 2005 City Council Special Meeting Agenda and Minutes

Special City Council Meeting
6 P.M., SEPTEMBER 27, 2005
CITY COUNCIL CHAMBERS
231 W. EVERGREEN AVENUE, PALMER

REGULAR CITY COUNCIL MEETING
7 P.M. SEPTEMBER 27, 2005
CITY COUNCIL CHAMBERS
231 W. EVERGREEN AVENUE, PALMER
www.cityofpalmer.org



MAYOR JOHN COMBS
COUNCIL MEMBER STEVE CARRINGTON
COUNCIL MEMBER KEN ERBEY
COUNCIL MEMBER BRAD HANSON
COUNCIL MEMBER TONY PIPPEL
COUNCIL MEMBER KATHRINE VANOVER
COUNCIL MEMBER JIM WOOD

CITY MANAGER TOM HEALY
CITY ATTORNEY JACK SNODGRASS
CITY CLERK JANETTE BOWER

"Alaska at its Best!"

SPECIAL MEETING AGENDA

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Audience Participation
- E. New Business
 - 1. Presentation from Central Paving Products
- F. Adjournment

REGULAR MEETING AGENDA

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
 - 1. Approval of Consent Agenda
 - a. Introduction – [Ordinance No. 05-033](#): Amending Palmer Municipal Code Section 2.04.110; Specially to Amend the Order of Business for Regular City Council Meetings (IM 05-089)
 - b. Introduction – [Ordinance No. 05-034](#): Enacting Palmer Municipal Code Sections 17.08.196 and 17.60.075; Specifically to Define Garage or Yard Sales and to Enact Regulations Regarding Their Activities (IM 05-090)
 - c. Introduction – [Ordinance No. 05-035](#): Providing for Organization Amendments to Palmer Municipal Code Section 17.16.010 (Districts Established); Specifically to Revise R2 from Medium Density to Low Density, Add R3, Medium Density Multi-Family Residential District, R4, High Density Multi-Family Residential District, and T, Transitional District

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on September 27, 2005, at 6 p.m. in the council chambers, Palmer, Alaska.

Mayor Combs called the meeting to order at 6:18 p.m.

B. ROLL CALL

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

Ken Erbey	John Combs
Jim Wood	Brad Hanson

Also in attendance were the following:

Tom Healy, City Manager
Jack Snodgrass, City Attorney
Janette Bower, City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Hanson.

D. AUDIENCE PARTICIPATION

E. NEW BUSINESS

Item 1 – Presentation from Central Paving Products (CPP)

Trevor Edmondson, General Manager, CPP, (a subsidiary of Wilder Construction) along with Planning Director Tim Potter and Landscape Engineer Kevin Denier, of Dowl Engineers, and Rob Brown, Planning Engineer with CCP, gave a presentation of CCP's End Use Master Plan and City of Palmer Land Trade Proposal.

Mr. Edmondson explained CCP's intent to develop an end use master plan to redevelop their property on the northwest side of the Glenn Highway into a residential development at the completion of their gravel extraction operation. CCP proposed a trade of a portion of its property along the Glenn Highway for a parcel of City owned property. Mr. Edmondson spoke of the City's desire to reserve property for future development of a fire station.

Mr. Potter spoke to the value of the property and described various elements of the redevelopment plans. He spoke of the usability and functional value of the site. He explained the involved phases and identified various uses of the property. Mr. Potter explained the property selection process and the design concept. He described access points and property value determination.

Mr. Edmondson spoke of the involved timeframes regarding the current mining operations. He stated that the reclamation process would not begin until mining is complete. He explained the expectation that mining will be complete by the end of 2008 and the first phase of development would begin in 2009. He explained the phased development process and proposed schedule.

Mr. Potter emphasized the opportunities and benefits created for the City. He explained the proximity of the CCP proposed parcel in relation to the Glenn Highway, which would include easy access for a future fire station, lake frontage and other site amenities.

Mr. Edmondson explained the connectivity between the north and south sides of the highway and explained the involved timeframe regarding the conceptual plans for the south side of the highway. He concluded the presentation by stating that Wilder and Central Paving are extremely excited about the project and spoke of the provision of a nice focal entry point for the city of Palmer.

Council Member Hanson asked if CCP's timeline is planned to coincide with future annexation of the property. Mr. Edmondson explained their anticipation that the property will be included in the annexation.

Council Member Hanson asked the elevation of the proposed site. Mr. Edmondson explained the elevation as a gentle slope and the 20-foot difference in elevation between the level of the highway and the level of the lake.

Council Member Hanson spoke of State plans to upgrade the Glenn Highway through the subject area and asked if the improvement would alter any of the plans. Mr. Edmondson stated that the upgrade would enhance their plans in a number of ways and explained the consolidation of driveways, resulting in a more feasible access.

Council Member Hanson asked how long it would be before the east side of the highway would be developed for residential use. Mr. Edmondson explained their reserves and plans for consolidation of properties. He stated that there are 20-30 years of reserves but a portion of the property could be ready for development following development of the other side of the highway. Mr. Potter explained the matching of phasing plans on both sides of the highway. Mr. Edmondson explained the location of the reserves and their intent to move plant operations.

Council Member Hanson asked of dredging operations. Mr. Edmondson described the areas to be dredged.

Council Member Wood inquired as to how much of the future reserve area would become a lake when finished. Mr. Edmondson explained the majority of the land currently owned by Palmer would become lake.

Council Member Wood asked of plans to purchase adjacent property. Mr. Edmondson said they are in preliminary discussions with the property owner but desire to complete the City process first.

Council Member Wood inquired of the depth and soil base of the lakes and whether there would be any potential for the water depletion. Mr. Edmondson explained the variation of the water and stated that the lake will be deep enough to stock with fish.

Discussion ensued regarding dialog with the fire department regarding its needs and

requirements for a future fire station.

Mayor Combs asked of the amount of acreage between the proposed Palmer site and the highway. Mr. Edmondson stated that he was uncertain but estimated the acreage to be a total five to six acres.

City Manager Healy spoke to issue of property appraisals to determine an even trade value. Mr. Edmondson acknowledged their understanding that the property trade must be a like-value swap and adjustments to property boundaries could be considered. He voiced his belief that Wilder and Central Paving could produce an appraisal process agreeable to the City.

Mayor Combs thanked the Central Paving representatives for their presentation and stated that the council would take the proposal under consideration.

F. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:58 p.m.

APPROVED THIS 11th day of October, 2005.

/s/
John C. Combs, Mayor

/s/
Janette M. Bower, City Clerk

Granite Land Exchange Attachment #3

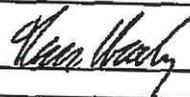
AM 06-071, draft Agreement and Minutes of July 11, 2006 City Council Meeting

CITY OF PALMER ACTION MEMORANDUM

SUBJECT: Authorize the City Manager to Enter Into a Real Estate Exchange and Development Agreement with Wilder Construction Co. d/b/a Central Paving Products.

AGENDA OF: July 11, 2006

Council action:

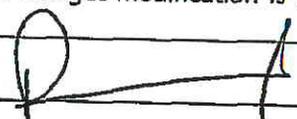
Approved for presentation by Tom Healy, City Manager 

Route To:	Department/Individual:	Initials:	Remarks:
X	Originator – City Manager		
X	City Clerk		
X	City Attorney		
	Emergency Services Director		
X	Finance Director		
	Library Director		
	Police Chief		
	Public Works Director		

Attachment(s): Real Estate and Development Agreement

Fiscal note:

X	No fiscal impact.
	Funds are budgeted from this account number:
	Funds are not budgeted. Budget modification is required. Affected account number:

Finance Director Signature: 

Summary statement: Last year, Wilder Construction Co., d/b/a Central Paving Products (CPP), presented a proposal to the City to exchange 3.04 acres of CPP property in the presently active gravel pit north of the Glenn Highway south of Palmer for a 5.56 acre property owned by the City located adjacent to the CPP tract. City code section 3.20.070 grants the City authority to obtain real property by several methods, including exchange.

At CPP's cost, Black-Smith, Bethard & Carlson prepared appraisals of each property. The appraisals found the value of the CPP property (referred to as the "Wilder Parcel" in the agreement) to be \$264,800 (\$2.00 per square foot) and the value of the City property (referred to as the "Palmer Parcel" in the agreement) to be \$363,300 (\$1.50 per square foot). The difference in the square foot

value is based on the fact that the Wilder Parcel would have full access and utilities constructed. CPP proposed to increase the area of the Wilder Parcel so its value equaled the \$363,300 value of the City parcel. This expanded the Wilder Parcel to approximately 3.7 acres and extended the property from the lake to Glenn Highway frontage. CPP's proposal also included the construction of two gravel building pads, a pathway along the lake, a dock, and streets adjacent to the Wilder Parcel. CPP would receive advance possession of the Palmer Parcel to excavate gravel, and would complete the improvements on the Wilder Parcel and convey it to the City approximately two years following approval of the agreement. This timing allows Wilder to complete gravel extraction with its dredge on the west side of the Glenn Highway. The last area Wilder will extract gravel from will be adjacent to the Wilder Parcel. When that is complete, Wilder will move its dredge to its property on the east side of the Glenn Highway.

Further negotiations resulted in: the City will not require CPP to construct the pathway, dock and building pads; the further expansion of the Wilder Parcel to an area equal to the Palmer Parcel (5.56 acres); and the addition of a royalty of \$0.60 per cubic yard CPP will pay the City for all gravel removed from the Palmer Parcel above an elevation fourteen feet above the water table (lake) level.

The Wilder Parcel to be transferred to the City will have a commercial standard paved road adjacent to the south boundary of the property, and a residential standard street running north through the property (this road right of way is not part of the 5.56 acres). The City receives 5.54 acres of property valued at \$584,400 (with paved roads adjacent to the property, and sewer and water stub-outs to the property), plus royalties of no less than \$127,000. CPP receives 5.54 acres of property valued at \$363,300. In the event CPP, through no fault of its own, is unable to obtain Borough approval of a plat of the Wilder Parcel and is unable to convey it to the City following CPP's advance possession (and likely removal of gravel from the property) Section IX B provides that CPP will pay the City a \$0.60 per cubic yard royalty on all gravel removed from the Palmer Parcel and also pay the City the difference between the property value in 2006 and the value of the Palmer Parcel as established by appraisal.

Administration recommendation: Authorize the city manager to enter into a Real Estate Exchange and Development Agreement with Central Paving Products.

FINAL DRAFT
7/1/06

REAL ESTATE EXCHANGE AND DEVELOPMENT AGREEMENT

THIS REAL ESTATE EXCHANGE AND DEVELOPMENT AGREEMENT (the "Agreement"), is made effective as of the ___ day of _____, 2006, by and between Wilder Construction Company, a Washington corporation, through its Alaska Division, d/b/a Central Paving Products, with an address of 11301 Lang Street, Anchorage, Alaska 99515-3006 ("Wilder"), and the City of Palmer, a political subdivision of the State of Alaska, with an address of 231 West Evergreen Avenue, Palmer, Alaska 99645-6952.

RECITALS

WHEREAS, Wilder is the owner of a 107 acre tract of real estate in the Matanuska-Susitna Valley near the City of Palmer and abutting the Glenn Highway and upon which Wilder is currently operating a dredge for mining and removal of sand and gravel material ("Wilder Tract"), which tract is legally described as:

Township 17 N, R2E, Section 18, Lot C10, Seward Meridian, Palmer
Recording District, Third Judicial District, State of Alaska; and

WHEREAS, Wilder is nearing the exhaustion of mineable material on its property after which it proposes to develop the property for residential and commercial use; and

WHEREAS, the City of Palmer owns a parcel of land containing approximately 5.56± acres (242,194± square feet) of unimproved vacant land located near Mile 38.5 of the Glenn Highway, being a portion of Section 18, Township 17 North, Range 2 East, Seward Meridian ("Palmer Parcel"), which parcel borders Wilder's above described real property; and

WHEREAS, Wilder is interested in subdividing its 107 acre tract and conveying an approximate 5.56 acre (242,194± square feet) portion thereof ("Wilder Parcel") to the City of Palmer in exchange for the adjacent 5.56 acre Palmer Parcel; and

WHEREAS, the City of Palmer is interested in obtaining the proposed Wilder Parcel after it is partially improved by Wilder to a state suitable for development.

THE PARTIES AGREE AS FOLLOWS:

I. Performance By Wilder

A. Wilder Tract Subdivision and Conveyance of 242,194 Square Feet Parcel.
Wilder agrees to pursue the replat and legal subdivision of the Wilder Tract with the Matanuska-Susitna Borough to result in the creation of the Wilder Parcel to be conveyed to the City of Palmer with boundaries extending from the Glenn Highway to the existing lake on the Wilder Tract, which parcel shall consist of approximately 242,194 square feet with Glenn Highway frontage. The final replat will be deferred until the completion of dredging/mining by Wilder of this portion of the Wilder Tract, affecting the boundary of the contemplated Wilder Parcel along the existing lake. A depiction of the approximate

boundaries and location of the proposed Wilder Parcel to be so platted and conveyed is shown as a blue shaded area marked "CPP" on the attached Exhibit A.

B. Improvements by Wilder. Prior to the conveyance of the proposed Wilder Parcel to the City of Palmer by Wilder, Wilder agrees to make the following improvements to said parcel:

1. Wilder agrees to construct along the western boundary of the Wilder Parcel a paved roadway built to City of Palmer commercial road standards (40-foot paved width, curb and gutter and sidewalks, extending from the Glenn Highway to the approximate lake boundary or trail right of way. Such roadway shall be within an 80 feet wide public use right of way easement within the adjacent realty retained by Wilder. It is contemplated by the parties that this roadway will provide the primary access from the Glenn Highway to the proposed Wilder Parcel to be conveyed to the City of Palmer and also to the adjacent realty retained by Wilder. Wilder further agrees to construct another paved roadway built to City of Palmer residential road standards (24-foot paved width, curb and gutter, with a sidewalk on one side) within a 60 feet public use right of way easement reserved across the Wilder Parcel to link with similar roads to be constructed upon Wilder's retained adjacent realty. The City of Palmer agrees to accept said parcel with the appropriate right of way easement reservations allowing the construction of the proposed roads upon the parcel to connect with the adjoining Wilder real estate, provided that the area of the 60-foot right of way easement is excluded from the calculation of the total area of the Wilder Parcel that Wilder will convey to the City of Palmer. The approximate locations of the proposed road right of way easements are shown on the attached Exhibit A.

2. The design standards and guidelines for the improvements to be constructed by Wilder are indicated on the attached Exhibit C.

3. Wilder shall convey the Wilder Parcel to the City of Palmer in a condition that it may be reasonably developed. For example, the parcel may not be left lower in elevation than the parcels retained by Wilder; it may not be "elevated" by fill materials; and footers, foundations and underground utilities must be installable without undue concern for a relatively high water table. Also, the parcel may not be contaminated or contain environmental hazards or material amounts of petroleum products. Wilder provides a preliminary site and grading plan of the Wilder Parcel showing the elevations of the Wilder Parcel and adjacent property in the attached Exhibit B. Wilder also provides a plan for the final grade of the slope of the submerged lands adjacent to the Wilder Parcel, such slope to be graded no steeper than a 1.5:1 slope to provide sufficient slope stability to prevent subsidence or collapse of upland areas, as shown on the attached Exhibit B. Wilder agrees to conform to the grading plan for submerged land as shown in the attached Exhibit B.

4. Wilder further agrees to construct water distribution and wastewater collection mains connected to the City of Palmer water and wastewater utilities and extended to be adjacent and accessible to the Wilder Parcel.

C. Conveyance of 242,194 Sq. Ft. Parcel. Wilder agrees to convey its above described 242,194 square foot parcel to the City of Palmer contemporaneously with the conveyance to Wilder of the 242,199 square foot parcel by the City of Palmer after the necessary replat of the Wilder Tract to allow the legal conveyance of the Wilder Parcel. The boundary of the Wilder Parcel to be conveyed to the City of Palmer shall recognize that the 60-foot right of way easement area is not included in the property exchange calculation; that is, the land area conveyed to the City of Palmer is 242,194 square feet exclusive of the area of the 60-foot right of way easement.

D. Wilder agrees to comply with all applicable laws.

II. Performance by City of Palmer.

A. Conveyance of 242,199 Sq. Ft. Parcel. The City of Palmer agrees to convey its above described adjacent 242,199 square feet parcel to Wilder contemporaneously with the conveyance to the City of Palmer of the approximate 242,194 square feet partially improved Wilder Parcel to the City of Palmer after completion of certain mining activity by Wilder and the necessary replat of the Wilder Tract to allow the legal conveyance of the Wilder Parcel.

B. Acceptance of Wilder Parcel and Improvements. The City of Palmer agrees to accept the proposed Wilder parcel subject to the road right of way easement for public use benefiting the proposed Palmer parcel as well as the retained parcels adjoining said parcel.

C. Advance Possession By Wilder of Palmer Parcel.

1. The City of Palmer further agrees to allow Wilder possession of the Palmer Parcel in advance of its conveyance to Wilder for the limited purpose of Wilder's mining and extraction of sand and gravel from said parcel consistent with Wilder's mining plan for Wilder's Tract, including that portion to be conveyed to the City of Palmer. It is expressly acknowledged by the City of Palmer that Wilder must extract mineable gravel and sand material from the Palmer Parcel prior to completion of improvements to be constructed by Wilder on the proposed Wilder Parcel to be conveyed to the City of Palmer to facilitate the removal of the dredge and related mining equipment in the most practicable manner.

2. Wilder agrees that it shall defend, hold harmless and indemnify the City of Palmer against all claims, actions, or demands for personal injury or property damage arising from Wilder's use of the Palmer Parcel in advance of the conveyance of said parcel to Wilder. In addition, Wilder shall constantly carry liability insurance

in the amount of \$1 million with a carrier Best Rated at least A +13 regarding such use, and the policy shall name the City of Palmer as an additional named insured and may not be subject to cancellation without 30 days prior written notice to the City of Palmer. Wilder shall provide the City with proof of such coverage annually and also promptly upon the City's request from time to time.

3. Upon completion of sand and gravel extraction activities on the Palmer Parcel, Wilder shall pay the City of Palmer a royalty of \$0.60 per cubic yard of sand and gravel removed from the Palmer Parcel. The sand and gravel subject to the royalty shall be all that sand and gravel on the Palmer Parcel lying above a horizontal elevation that is fourteen feet above the water table elevation (lake surface elevation). Wilder shall provide a topographic survey of the Palmer Parcel prior to advance possession of the Palmer Parcel by Wilder, and shall provide a topographic survey of the Palmer Parcel following extraction activity, both performed by a licensed surveyor, and shall provide a calculation prepared by a licensed surveyor or engineer of the total volume of sand and gravel removed. Wilder may choose to excavate to a lower elevation, but the royalty to be paid to the City shall apply only to that sand and gravel removed from the area described in this subsection.

D. Sewer and Water Connections Benefiting Wilder's Retained Realty. The City of Palmer further agrees that it shall grant connection permits to Wilder for Wilder service or main line extension connections (contemplated to be three in number) with the City of Palmer owned water and sewer mains to benefit Wilder's retained realty on each side of the proposed Wilder Parcel to be conveyed to the City of Palmer. The City of Palmer's standard connection permit charges in effect at the time a connection permit is issued shall apply (presently the sewer permit fee is \$300 per connection and the water permit fee is \$375 per connection). The parties acknowledge that the City of Palmer has laid water and sewer mains adjacent to the Wilder Tract along the Glenn Highway. The parties contemplate that Wilder will require two 12" and one 8" sewer connection and two 12" and one 8" water connection.

III. Timing of Performance. The parties agree to pursue their respective performances in accordance with the following time line:

A. Wilder will be granted immediate access to the Palmer Parcel in advance of its conveyance to Wilder for the limited purpose of mining with dredge or other equipment and the removal of sand and gravel material, and incidental use for storage of overburden by Wilder.

B. Wilder agrees to complete the mining of the Palmer Parcel and the portion of the Wilder Tract existing on the North side of the Glenn Highway by December 31, 2008.

C. Wilder will proceed with the legal subdivision and replat of its Tract sufficient to identify and convey the proposed Wilder Parcel, consisting of 242,194 square feet to the City of Palmer no later than December 31, 2009. The parties contemplate preparation of a proposed plat as soon as the boundaries can be ascertained at the conclusion of the mining by December 31, 2008.

D. By September 1, 2009, Wilder contemplates completion of the construction of paved roadways and related improvements, the water and sewer main extensions, and the grading and improvements to or benefiting the proposed Wilder Parcel to be conveyed to the City of Palmer.

IV. Condition of Property.

A. Inspection of Improvements and Condition of Land. The parties agree that each party shall be granted access at all reasonable times to inspect the properties and improvements constructed thereon for acceptance of their condition prior to the mutual conveyances of the parcels. Other than Wilder's obligation to perform certain improvements for the City of Palmer, and its obligation to provide a stable slope in accordance with generally accepted engineering standards for submerged land adjacent to the Wilder Parcel, and the City of Palmer's grant to Wilder of advance possession for mining prior to its ownership of the Palmer Parcel, neither party makes any representations or warranties regarding condition of the respective parcels of real estate to be exchanged. It is understood that each party herein otherwise assumes risk of the underlying conditions of the real estate and their suitability for the intended purposes contemplated by the respective parties. The City of Palmer makes no warranty regarding the suitability of its parcel for Wilder's purpose, and Wilder makes no warranty regarding the suitability of its parcel to be traded to the City of Palmer for the City of Palmer's purpose other than the agreement to complete the improvements as provided herein.

B. Notification of Completion of Improvements. Following the completion of the improvements on or adjacent to the parcel to be conveyed to the City of Palmer by Wilder, Wilder shall give written notice to the City of Palmer advising it of its completion. The City of Palmer will then have an opportunity to inspect the improvements for consistency with the obligations of Wilder hereunder. If the City of Palmer finds the improvements satisfactory, then the City of Palmer shall notify Wilder in writing so that a mutual escrow can be established at Mat-Su Title Insurance Agency for the exchange and recordation of conveyance documents to the respective parcels. If the City of Palmer has any objection to the improvements or condition of the Wilder Parcel, it shall give written notice to Wilder within 30 days of the notice of completion from Wilder. The objection shall be of sufficient specificity to allow Wilder to act upon it by promptly curing or otherwise removing the objectionable condition or notifying the City of Palmer within 10 days thereafter of Wilder's disagreement with such objection. In that event, the parties shall

attempt to mediate or otherwise resolve the dispute by any means available, including legal action as a last resort.

C. Condition of Wilder Parcel. Wilder shall leave the Wilder Parcel in a condition that is may be reasonably developed. For example, the parcel may not be left lower in elevation than the parcels retained by Wilder; it may not be "elevated" by fill materials; and footers, foundations and underground utilities must be installable without undue concern for a relatively high water table. Also, the parcel may not be contaminated or contain any environmental hazards or material amounts of petroleum products when Wilder conveys the parcel to the City of Palmer. Wilder's duties under this subsection shall survive closing and not be merged with deed.

V. Title. The parties agree that the conveyances shall be handled by statutory form warranty deeds conveying fee simple title subject only to permitted exceptions and free of all deeds of trust or liens. The parties acknowledge that rights, reservations, restrictions, including oil and gas contained in or reserved in Federal patents and state deeds, reservations for rights of way or public use set forth in this agreement, restrictions to access to the Glenn Highway, reservation of section line easements, and recorded access easements, rights of way, electric, communications, or other utility easements are permissible title conditions for the respective conveyances contemplated herein.

VI. Title Insurance Policy. At closing there shall be issued to each party a standard coverage owner's policy of title insurance dated as of the date of closing and insuring the respective grantee in a dollar amount of approximately \$363,300¹ against loss or damage by reason of any defect in grantee's title to the property, subject only to permitted exceptions and title exceptions waived or approved by the grantee pursuant to the terms of this agreement. Each party shall bear its own respective costs of its title policy.

VII. Closing.

A. Closing Date. The parties agree that this transaction will close through the mutual conveyances of record no later than December 31, 2009.

B. Closing Instruments. At closing each grantor will deliver or cause to be delivered to the escrow agent duly executed and acknowledged statutory warranty deed conveying to the grantee fee simple title to the property as provided herein. All real property taxes and assessments will be prorated as of the Closing Date and paid current as of said date.

C. Closing Costs. Escrow fees and other related closing costs shall be divided equally between the parties. There are no brokers or real estate sales agents involved with

¹ Appraisal dated April 19, 2006 by Black-Smith, Bethard & Carlson, LLC and additional square footage to proposed Wilder Parcel to be conveyed to City of Palmer.

this transaction and no commission is to be paid. Wilder agrees to pay all costs required for resubdivision of its parcel and any required survey of the parcel to be conveyed to the City of Palmer. The City of Palmer upon request of Wilder, agrees to furnish Wilder a current survey of the boundaries of its parcel to be conveyed to Wilder.

VIII. Bond by Wilder. Wilder agrees to provide the City of Palmer a performance bond in the amount of \$363,300 to guarantee its duties under this Agreement and to secure the City of Palmer regarding the value of property taken by Wilder due to Wilder's advance possession and use of the Palmer Parcel and replat of its Tract for conveyance of the proposed Wilder Parcel to the City of Palmer. Wilder further agrees herein to appoint the City of Palmer its attorney-in-fact for purposes of completing the subdivision necessary to accomplish a replat sufficient to create a legally conveyable parcel of 242,194 square feet as depicted in Exhibit A hereto in the event of Wilder's default in the completion of said subdivision.

IX. Default.

A. Specific Performance. The parties agree that if either party shall default hereunder, the other shall be entitled at its option to specifically enforce the terms of this Agreement in the Alaska Superior Court, Third Judicial District, the parties agreeing that the real property to be exchanged hereunder is unique with specific value to the party to be benefited thereby and that a remedy at law may be otherwise considered inadequate, provided, however, the non-defaulting party retains its right to all other remedies at law or in equity.

B. Failure of Replat. The parties agree that Wilder shall not be in default if it diligently pursues performance hereunder consistent with the time lines set forth herein in accordance with Matanuska-Susitna Borough subdivision and platting standards, and through no fault of its own, a subdivision plat sufficient to allow the conveyance to occur is not approved by governmental authority within a reasonable time due to circumstances beyond Wilder's control. In that event, the parties agree that the parties shall be relieved of their respective obligations hereunder, with the exception that Wilder agrees in that event to pay the City of Palmer the royalty under the terms set out in subsection II. C. 3., above, for the removal of sand and gravel from the City of Palmer parcel, including any sand and gravel removed below the excavation depth described in subsection II.C.3, above, and to also pay the City of Palmer the difference between the value of the Palmer Parcel established by appraisal in 2006 (\$363,300) and the value of the Palmer Parcel established by appraisal at the time Wilder is relieved of its obligation.

X. Possession. Each party shall have full and unrestricted possession of its respective parcel as of the date of the mutual conveyances following closing of the exchange transaction. Wilder shall have advance possession limited to the mining and extraction of sand and gravel materials from the Palmer Parcel as set forth herein.

XI. Successors. All terms, conditions and covenants of this Agreement shall extend to and be binding upon the respective heirs, administrators, executors, successors, subtenants, sublessees, and assigns of the parties hereto. However, nothing herein shall be construed to permit the assignment of this Agreement by either party, except that Wilder shall be free to assign its interests under this Agreement only to a major shareholder of Wilder or to another entity or entity to be created which is owned or controlled by Wilder or by a majority shareholder of Wilder, at which time said successor assignee shall assume all obligations and any residual rights of Wilder to this Agreement but Wilder shall remain liable to the City of Palmer.

XII. Warranties of Title and Authority. Each party hereto represents and warrants that it is the fee simple owner of the property contemplated by this Agreement to be exchanged by it hereunder with rights to all sand and gravel materials therein. Each party further warrants that as of the date of signing of this Agreement it has taken all steps and obtained all necessary approvals by its Board of Directors or governmental council required for the approval of this Agreement.

XIII. Governing Law. This Agreement shall be governed by the laws of the State of Alaska and any litigation to enforce this Agreement shall be brought in the Superior Court for the State of Alaska, Third Judicial District. Venue shall be in Palmer, Alaska, only.

XIV. Attorney Fees. Should any litigation arise involving the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover full reasonable attorney fees and costs.

XV. Notice. Any notice by one party to the other under the terms of this Agreement shall be served in person or by mail, postage prepaid, addressed to the parties to receive such notice at the address provided herein:

Wilder Construction Company
Attn: Trevor Edmondson, General Manager
Central Paving Products
11301 Lang Street
Anchorage, Alaska 99515-3006

City of Palmer
Attn: Tom Healy, City Manager
231 West Evergreen Avenue
Palmer, Alaska 99645-6952

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

WILDER CONSTRUCTION COMPANY,
a Washington Corporation

d/b/a Central Paving Products

DATED: _____

By _____

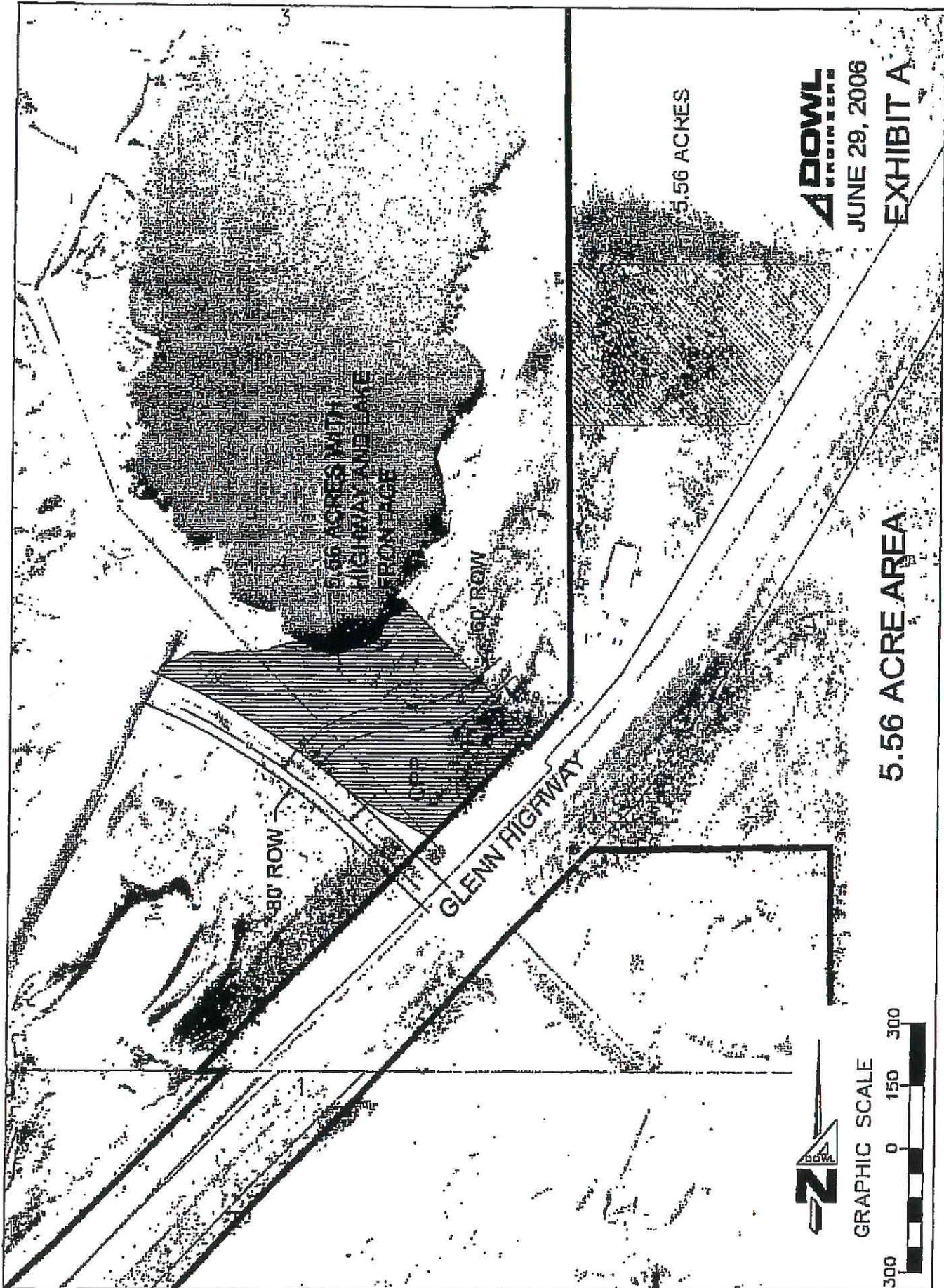
Its _____

CITY OF PALMER

DATED: _____

By _____

Its _____



bdwl
ENGINEERS

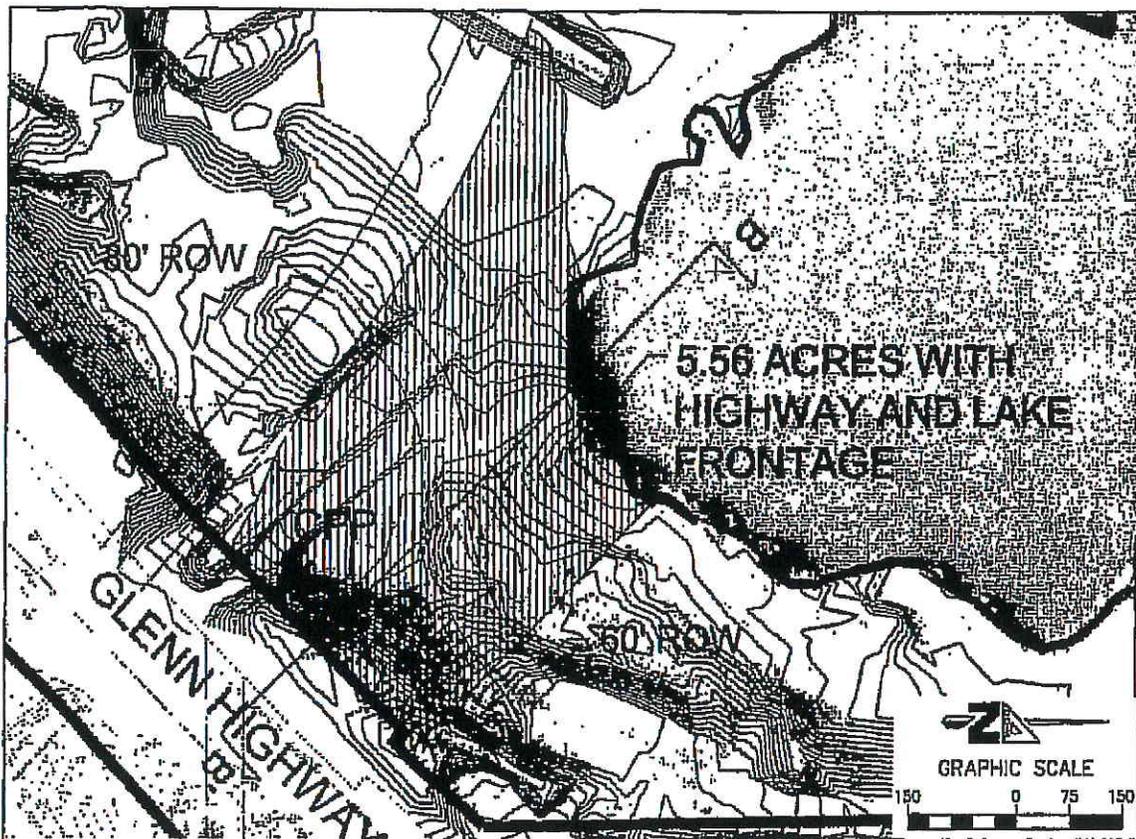
JUNE 29, 2006

EXHIBIT A

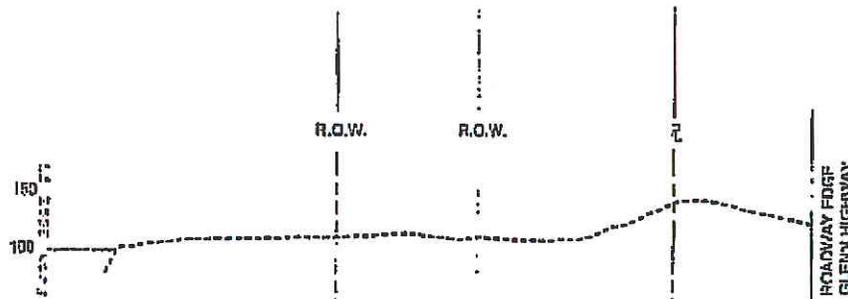
5.56 ACRE AREA

GRAPHIC SCALE

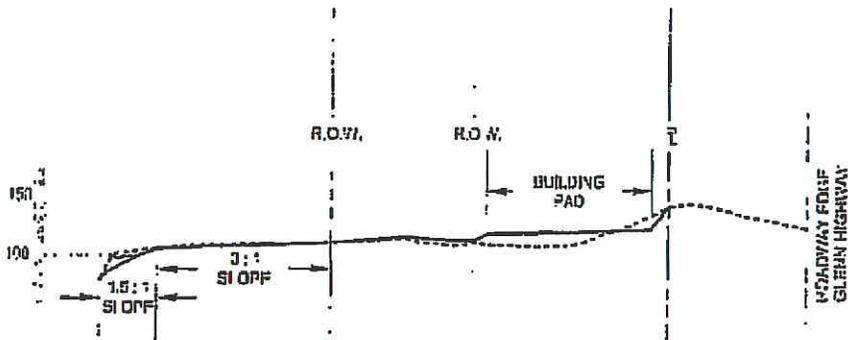




EXISTING CONTOUR MAP



EXISTING SECTION B-B'
1"=100'-0"



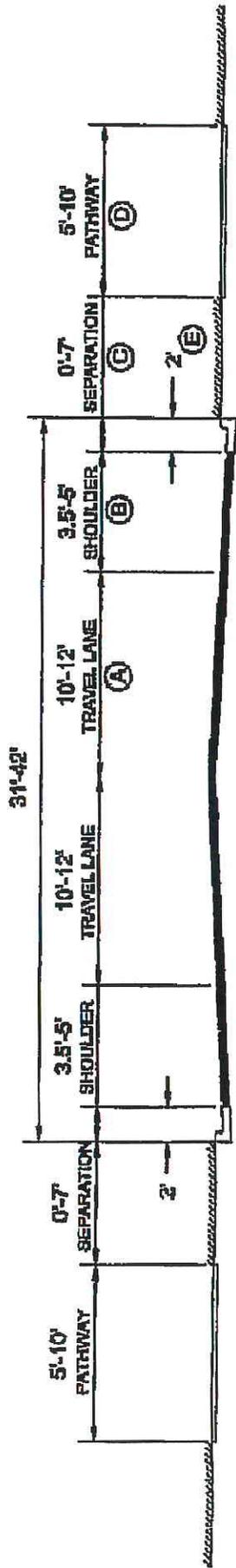
PROPOSED SECTION B-B'
1"=100'-0"

CONTOUR INFORMATION

DOWL
ENGINEERS

JUNE 29, 2008

EXHIBIT B



STREET
C

A DOWL
ENGINEERS
JUNE 29, 2006
EXHIBIT C

TYPICAL COLLECTOR
STREET SECTION

NOT TO SCALE

**SPECIAL CITY COUNCIL MEETING
6 P.M. TUESDAY, JULY 11, 2006**

**REGULAR CITY COUNCIL MEETING
7 P.M. TUESDAY, JULY 11, 2006
CITY COUNCIL CHAMBERS
231 W. EVERGREEN AVENUE, PALMER
www.cityofpalmer.org**



MAYOR JOHN COMBS
COUNCIL MEMBER KEN ERBEY
COUNCIL MEMBER BRAD HANSON
COUNCIL MEMBER LARRY HILL
COUNCIL MEMBER TONY PIPPEL
COUNCIL MEMBER KATHRINE VANOVER
COUNCIL MEMBER JIM WOOD

CITY MANAGER TOM HEALY
CITY ATTORNEY JACK SNODGRASS
CITY CLERK JANETTE BOWER

“Alaska at its Best!”

**SPECIAL MEETING AGENDA
6 P.M.**

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of the Agenda
- E. Audience Participation
- F. New Business
 - 1. Review and Discussion of the Utility Rate Study (Action may be taken by the Council following the Committee of the Whole)
 - a. Committee of the Whole
- G. Adjournment

**REGULAR MEETING AGENDA
7 P.M.**

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
 - 1. Approval of Consent Agenda
 - a. Introduction – [Ordinance No. 06-016](#): Amending Palmer Municipal Code Chapter 8.38 (Nuisance – Junk, Litter and Unsightly premises); Specifically to Repeal References to the Clean City Hearing Board and Enacting Language Authorizing Code Violation Citations (IM 06-034)
 - b. [Action Memorandum 06-073](#): Authorize Extension of Academy Charter Schools Use of Temporary Structures for the Science Lab and Eight Portable Classrooms for an Additional Three Years

- c. [Action Memorandum 06-074](#): Authorize the Advertisement for Bids for the Purchase of Lighting Equipment for the Downtown Street Lighting Projects
- 2. Minutes of Previous Meetings
 - a. June 27, 2006, Special Meeting
 - b. June 27, 2006, Regular Meeting
- E. Communications and Appearance Requests
 - 1. Sara Jansen – City of Palmer Community Development Coordinator
 - 2. Jeff Barnhart – Palmer Municipal Golf Course
- F. Audience Participation
- G. Public Hearings
 - 1. **Public Hearing** – [Resolution No. 06-001](#): Establishing Adequate Insurance Requirements for Palmer Municipal Airport Leases (IM 06-003)
 - 2. **Public Hearing** – [Resolution No. 06-019](#): Authorizing the Vacation of a Portion of the Public Right of Way on S. Diomedes Street (06-035)
 - 3. **Public Hearing** – [Resolution 06-020](#): Authorizing Approval of a Provisional Certificate of Public Convenience and Necessity for Hill Timber Estates for Public Water Utility Service (IM 06-036)
 - 4. **Public Hearing** – [Resolution No. 05-042 \(B\)](#): Amending the City of Palmer 2006 Fiscal Year Budget (IM 06-037)
- H. Bids
 - 1. [Action Memorandum 06-075](#): Award the Bid for the Purchase of a Golf Course Rough Mower and Golf Course Greens Mower and Direct the City Manager to Prepare an Amendment to the 2006 Fiscal Year Budget to Appropriate the Funds not Otherwise Budgeted
- I. Action Memoranda
 - 1. [Action Memorandum 06-071](#): Authorize City Manager to Enter Into a Real Estate Exchange and Development Agreement with Wilder Construction Company d/b/a Central Paving Products
 - 2. [Action Memorandum 06-072](#): Authorize City Manager to enter into a Professional Services Agreement with Black-Smith Bethard & Carlson, LLC for Appraisal Services Related to Felton Street
 - 3. [Action Memorandum 06-077](#): Discussion and Possible Action Regarding a Ballot Proposition for the Purpose of Purchasing Property for Public Purposes
- J. Unfinished Business
 - 1. [Resolution No. 06-017](#): Confirming the Special Assessment Roll for Street Improvement District 04-1-ST; Known as East & West Eagle Avenue, and Setting the Date of Payment, Providing for Penalties and Interest in the Event of Delinquency (IM 06-031)
- H. New Business
- I. City Manager's Report
- J. City Clerk's Report
- K. Mayor's Report
- L. Record of Items Placed on the Table

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on July 11, 2006, at 7 p.m. in the council chambers, Palmer, Alaska.

Mayor Pro-Tempore Pippel called the meeting to order at 7 p.m.

B. ROLL CALL

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

Brad Hanson	Jim Wood
Tony Pippel	Ken Erbey
Katherine Vanover	

Also in attendance were the following:

Tom Healy, City Manager
Jack Snodgrass, City Attorney
Dawn Webster, Interim Recording Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Wood.

D. APPROVAL OF AGENDA

Council Member Pippel asked for the following modifications to the agenda:

1. Delete Public Hearing Item G.2, Resolution No. 06-019 as this issue has been resolved.
2. Move Action Memorandum 06-074 down to item I.5 under the Consent Agenda.
3. Add Action Memorandum 06-079 as item I.4 under Action Memorandums.

The agenda was approved as amended:

1. Approval of Consent Agenda
 - a. Introduction – Ordinance No. 06-016: Amending Palmer Municipal Code Chapter 8.38 (Nuisance – Junk, Litter and Unsightly premises); Specifically to Repeal References to the Clean City Hearing Board and Enacting Language Authorizing Code Violation Citations (IM 06-034)
 - b. Action Memorandum 06-073: Authorize Extension of Academy Charter Schools Use of Temporary Structures for the Science Lab and Eight Portable Classrooms for an Additional Three Years
2. Minutes of Previous Meetings – the minutes were approved.
 - a. June 27, 2006, Special Meeting
 - b. June 27, 2006, Regular Meeting

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Sara Jansen – City of Palmer Community Development Coordinator

Ms. Jansen reported on the following items:

- Staff continues to provide zoning and code information to Palmer residents at the counter;
- Several meetings have been held with the City Manager and ADOT/PF regarding the Palmer/Wasilla Highway improvements;
- The revised Traffic Impact Analysis (TIA), by Lounsbury & Associates for Wal-Mart, has not been submitted to the ADOT/PF for review. Once it is reviewed and approved, David Evans & Associates, traffic engineers, will review it for the city. Following acceptance of the TIA, the city will begin its review of the Large Retail Establishment permit;
- Work continues on the unsightly premises cases, approximately 40 letters have been issued this spring. Tonight's packet contains legislation to revise the Unsightly Premises ordinance;
- Staff continues to work with the Cultural Resources Division at the Borough on design guidelines. Discussion continues with MSB and Eric Knoll regarding application to Congress for a National Heritage area designation;
- The Borough recently began a Regional Airport System Plan; and
- Invited everyone to the unveiling of the Giant Cabbages on Parade this Friday at 12:30 at Friday Fling; and
- Revised parking ordinance will be introduced at the July 25, 2006 meeting.

2. Jeff Barnhart – Palmer Municipal Golf Course

Mr. Barnhart reported on the following items:

- Golf course opened early this year;
- Course is in great shape and business is up, as of yesterday \$23,700 for the year;
- Insurance costs have gone down, fuel costs have not;
- Asked for financial help from the city since they can no longer be self-supporting, equipment repair costs exceed funds available.

F. AUDIENCE PARTICIPATION

John Leiner spoke to Action Memorandum 06-071 authorizing the City Manager to enter into a real estate exchange and development agreement with Wilder Construction. He requested that the city not enter into an agreement with Wilder Construction Company until Wilder fixes the water problem that is impacting his land.

Donna Button, of Travel Services, spoke to the issue of sales tax collection by travel agencies. She explained that collection of the tax would be nearly impossible for the travel agencies. She requested that the ordinance be revised to read as the City of Wasilla's reads (ref: WMC 5.15.050 Exemptions #17).

Jill Reese, Palmer Downtown Association (PDA), spoke to Action Memorandum 06-074 regarding street lighting fixtures for downtown. PDA would like to see an overall plan for the lighting before the units are ordered; also would like the city council to see what Bonnie Allen has suggested for the 1930's style of lighting. Would like to have the safety lighting and the decorative lighting all flow together.

David Lundin, HDL Engineering, advised the council of an accidental death today on the Southwest Utility Extension project.

G. PUBLIC HEARINGS

Item 1 – Public Hearing – Resolution No. 06-001: Establishing Adequate Insurance Requirements for Palmer Municipal Airport Leases (IM 06-003)

MOVED BY:	Erby	To adopt Resolution No. 06-001
SECONDED BY:	Vanover	

Mayor Pro-Tempore Pippel opened the public hearing for ordinance no. 06-001. Bob Lutz, D. J. Custom Aircraft, stated he opposes the proposed insurance coverage requirements and the fact that the city wants to open the leases for review when there is no provision to do so.

The City Attorney asked that the motion be postponed until he has had a chance to review each individual lease for appropriate insurance coverage. He will report back to the council in two weeks.

There being no other persons who wished to testify, the public hearing was closed and the matter was brought back before the council.

MOVED BY:	Erby	To postpone discussion until July 25, 2006 when the city attorney will have reviewed the leases.
SECONDED BY:	Vanover	

VOTE ON MOTION: To postpone discussion until July 25, 2006 after the city attorney had reviewed the leases.

<p>Yes:</p> <p>Erbey Vanover Wood Hanson Pippel</p>	<p>No:</p>
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Item 2 – Public Hearing – Resolution No. 06-019: Authorizing the Vacation of a Portion of the Public Right of Way on S. Diomedes Street (06-035) Withdrawn from Agenda

Item 3 – Public Hearing – Resolution 06-020: Authorizing Approval of a Provisional Certificate of Public Convenience and Necessity for Hill Timber Estates for Public Water Utility Service (IM 06-036)

MOVED BY:	Hanson	To adopt resolution no. 06-020
SECONDED BY:	Erbey	

Mayor Pro-Tempore Pippel opened the public hearing for Resolution No. 06-020. There being no persons who wished to testify, the public hearing was closed and the matter was brought back before the council.

VOTE ON MAIN MOTION: Motion carried by unanimous voice vote.		
<p>Yes:</p> <p>Erbey Vanover Wood Hanson Pippel</p>	<p>No:</p>	

Item 4 – Public Hearing – Resolution No. 05-042 (B): Amending the City of Palmer 2006 Fiscal Year Budget (IM 06-037)

MOVED BY:	Hanson	To adopt resolution no. 05-042 (B)
SECONDED BY:	Erby	

Mayor Pro-Tempore Pippel opened the public hearing for Resolution No. 06-016. There being no persons who wished to testify, the public hearing was closed and the matter was brought back before the council.

Finance Director Baugh spoke to an amendment of 2006 the Fiscal Year Budget that was placed on the table. The amendment requested permission to do a budget transfer of two grants received last year for the Museum Object Registration Project and the Map Survey Collection Management over to the Palmer Museum of History and Art.

Primary Amendment #1 to Main Motion		
Moved by:	Hanson	To amend the main motion to include the unspent funds from the 2005 budget into the 2006 budget and transfer to the Palmer Museum of History and Art
Seconded by:	Vanover	

Vote: Motion carried by unanimous voice vote.		
Yes:		No:
Erbey	Vanover	Wood
Hanson	Pippel	

VOTE ON MAIN MOTION: Motion carried by unanimous voice vote.		
Yes:		No:
Erbey	Vanover	Wood
Hanson	Pippel	

H. BIDS

Item 1 – Action Memorandum 06-075: Award the Bid for the Purchase of a Golf Course Rough Mower and Golf Course Greens Mower and Direct the City Manager to Prepare an Amendment to the 2006 Fiscal Year Budget to Appropriate the Funds not Otherwise Budgeted

MOVED BY:	Hanson	To accept the action of action memorandum 06-075
SECONDED BY:	Vanover	

Primary Amendment #1 to Main Motion		
Moved by:	Hanson	To amend the main motion to take the \$1,686.32 from the general fund not the golf course funds
Seconded by:	Vanover	

Vote: Motion carried by unanimous voice vote.		
Yes:		No:
Erbey	Vanover	Wood
Hanson	Pippel	

VOTE ON MAIN MOTION: Motion carried by unanimous voice vote.		
Yes:		No:
Erbey	Vanover	Wood
Hanson	Pippel	

I. ACTION MEMORANDA

Item 1 – Action Memorandum 06-071: Authorize City Manager to Enter Into a Real Estate Exchange and Development Agreement with Wilder Construction Company d/b/a Central Paving Products

MOVED BY:	Wood	To accept the action of action memorandum 06-071
SECONDED BY:	Erbey	

Trevor Edmondson, General Manager of Central Paving Products, came forward to answer questions.

Discussion ensued regarding a few minor details that need to be worked out between Wilder Construction Company/Central Paving Products and the city. Attorney Snodgrass will address those issues and expects to have the agreement worked out within the next two weeks.

VOTE ON MAIN MOTION: Motion carried by unanimous voice vote.		
Yes:		No:
Erbey	Vanover	Hanson
Pippel	Wood	

Item 2 – Action Memorandum 06-072: Authorize City Manager to enter into a Professional Services Agreement with Black-Smith Bethard & Carlson, LLC for Appraisal Services Related to Felton Street

MOVED BY:	Wood	To accept the action of action memorandum 06-072
SECONDED BY:	Vanover	

VOTE ON MAIN MOTION: Motion carried by unanimous voice vote.		
Yes:		No:
Erbey	Vanover	Hanson
Pippel	Wood	

Item 3 – Action Memorandum 06-077: Discussion and Possible Action Regarding a Ballot Proposition for the Purpose of Purchasing Property for Public Purposes

Mayor Pro-Tempore Pippel stated that Action Memorandum 06-077 was a discussion issue and requested that the voters be asked to support a bond issue in the amount of \$900,000 for the purchase of the twenty-acre Hermon parcel (18N02E33A002). The purchase of additional property for the waste water treatment plant would not be funded under this ballot measure.

The wording for the bond issue would be prepared by Attorney Klinkner.

MOVED BY:	Pippel	Instruct administration to prepare a ballot proposition for the purpose of purchasing property for public purposes in the amount of \$900,000 specifically to purchase the Hermon parcel
SECONDED BY:	Vanover	

VOTE ON MAIN MOTION: Motion passed by unanimous voice vote.		
Yes:		No:
Erbey	Vanover	Hanson
Pippel	Wood	

Item 4 - Action Memorandum 06-079: Authorize the Emergency Procurement of a Digital Recording System for the Palmer Communications Center (Item on the table)

MOVED BY:	Vanover	To accept the action of action memorandum 06-079
SECONDED BY:	Hanson	

City Manager Healy stated that he was advised that the digital recording system at the Palmer Communications Center had failed. The system is essential to the function of the center. The request is on an emergency basis for the authorization of the equipment purchase.

VOTE ON MAIN MOTION: Motion carried by unanimous voice vote.		
Yes:		No:
Erbey	Vanover	Hanson
Pippel	Wood	

Item 5 – Action Memorandum 06-074: Authorize the Advertisement for Bids for the Purchase of Lighting Equipment for the Downtown Street Lighting Projects

MOVED BY:	Vanover	To accept the action of action memorandum 06-074
SECONDED BY:	Wood	

Mayor Pro-Tempore Pippel stated that the Palmer Downtown Association would like to retain existing lighting and add the decorative lighting.

VOTE ON MAIN MOTION: Motion carried by unanimous voice vote.		
Yes:		No:
Erbey	Vanover	Hanson
Pippel	Wood	

J. UNFINISHED BUSINESS

Item 1 – Resolution No. 06-017: Confirming the Special Assessment Roll for Street Improvement District 04-1-ST; Known as East & West Eagle Avenue, and Setting the Date of Payment, Providing for Penalties and Interest in the Event of Delinquency (IM 06-031)

MOVED BY:	Hanson	To accept the action of action memorandum 06-071
SECONDED BY:	Erbey	

VOTE ON MAIN MOTION: Motion carried by unanimous voice vote.		
Yes:		No:
Erbey	Vanover	Hanson
Pippel	Wood	

K. NEW BUSINESS

L. CITY MANAGER’S REPORT

City Manager Healy reported on the following items:

- The 911 budget was approved
- The sign project at the entrance looks good and the grass is being watered
- He will meet with Joe Lawton on July 12, 2006 regarding the need for a conditional use permit at the fair

- The job as Public Works Director has been offered to Roscoe Barrett who is an instructor at the Job Corp. He had been a waste water operator and a contractor with the State as an inspector. He has accepted the position and will begin work on July 24, 2006.

M. CITY CLERK'S REPORT

Ms. Webster reported that the City Clerk will be returning on July 31, 2006.

N. MAYOR'S REPORT

O. RECORD OF ITEMS PLACED ON THE TABLE

The following items were placed on the table:

- Exhibits A, B and C for the property exchange with Wilder
- Budget amendment items for IM 06-037
- AM No. 06-079 for the emergency purchase of a digital recorder

P. AUDIENCE PARTICIPATION

Q. COUNCIL COMMENTS

Council Member Erbey spoke of the vacant lot at the end of Gulkana and Dahlia where there is a yield sign, city resident would like to see the vegetation trimmed back; and suggested a review of the traffic pattern might be warranted.

Council Member Hansen spoke of stub-outs for water and sewer along Chugach Street. He also stated that there needs to be further discussion and clarification concerning the travel agency sales tax issues.

Mayor Pro-Tempore Pippel spoke to the issue of whether the city council was ever going to issue a smoking ban in the city.

R. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 9:50 p.m.

APPROVED THIS 25th day of July, 2006.

Tony Pippel, Mayor Pro-Tempore

Dawn U. Webster, Interim Recording Clerk

Granite Land Exchange Attachment #4

Fully executed Real Estate Exchange and Development Agreement of
September 2006

REAL ESTATE EXCHANGE AND DEVELOPMENT AGREEMENT

THIS REAL ESTATE EXCHANGE AND DEVELOPMENT AGREEMENT (the "Agreement"), is made effective as of the 1ST day of SEPTEMBER 2006, by and between Wilder Construction Company, a Washington corporation, through its Alaska Division, d/b/a Central Paving Products, with an address of 11301 Lang Street, Anchorage, Alaska 99515-3006 ("Wilder"), and the City of Palmer, a political subdivision of the State of Alaska, with an address of 231 West Evergreen Avenue, Palmer, Alaska 99645-6952.

RECITALS

WHEREAS, Wilder is the owner of a 107 acre tract of real estate in the Matanuska-Susitna Valley near the City of Palmer and abutting the Glenn Highway and upon which Wilder is currently operating a dredge for mining and removal of sand and gravel material ("Wilder Tract"), which tract is legally described as:

Township 17 N, R2E, Section 18, Lot C10, Seward Meridian, Palmer
Recording District, Third Judicial District, State of Alaska; and

WHEREAS, Wilder is nearing the exhaustion of mineable material on its property after which it proposes to develop the property for residential and commercial use; and

WHEREAS, the City of Palmer owns a parcel of land containing approximately 5.56± acres (242,194± square feet) of unimproved vacant land located near Mile 38.5 of the Glenn Highway, being a portion of Section 18, Township 17 North, Range 2 East, Seward Meridian ("Palmer Parcel"), which parcel borders Wilder's above described real property; and

WHEREAS, Wilder is interested in subdividing its 107 acre tract and conveying an approximate 5.56 acre (242,194± square feet) portion thereof ("Wilder Parcel") to the City of Palmer in exchange for the adjacent 5.56 acre Palmer Parcel; and

WHEREAS, the City of Palmer is interested in obtaining the proposed Wilder Parcel after it is partially improved by Wilder to a state suitable for development.

THE PARTIES AGREE AS FOLLOWS:

I. Performance By Wilder

A. Wilder Tract Subdivision and Conveyance of 242,194 Square Feet Parcel.
Wilder agrees to pursue the replat and legal subdivision of the Wilder Tract with the Matanuska-Susitna Borough to result in the creation of the Wilder Parcel to be conveyed to the City of Palmer with boundaries extending from the Glenn Highway to fifty feet back from the shore (as established by Wilder's final grading) of the lake on the Wilder Tract, which parcel shall consist of approximately 242,194 square feet with Glenn Highway frontage. The final replat will be deferred until the completion of dredging/mining by Wilder

of this portion of the Wilder Tract, affecting the boundary of the contemplated Wilder Parcel along the existing lake. A depiction of the approximate boundaries and location of the proposed Wilder Parcel to be so platted and conveyed is shown as a blue shaded area marked "CPP" on the attached Exhibit A.

B. Improvements by Wilder. Prior to the conveyance of the proposed Wilder Parcel to the City of Palmer by Wilder, Wilder agrees to make the following improvements to said parcel:

1. Wilder agrees to construct along the south-western boundary of the Wilder Parcel a paved roadway built to City of Palmer commercial road standards (40-foot paved width, curb and gutter and sidewalks, extending from the Glenn Highway to the approximate lake boundary or trail right of way. Such roadway shall be within an 80 feet wide public use right of way easement within the adjacent realty retained by Wilder. It is contemplated by the parties that this roadway will provide the primary access from the Glenn Highway to the proposed Wilder Parcel to be conveyed to the City of Palmer and also to the adjacent realty retained by Wilder. Wilder further agrees to construct another paved roadway built to City of Palmer residential road standards (24-foot paved width, curb and gutter, with a sidewalk on one side) within a 60 feet public use right of way easement reserved across the Wilder Parcel to link with similar roads to be constructed upon Wilder's retained adjacent realty. The City of Palmer agrees to accept said parcel with the appropriate right of way easement reservations allowing the construction of the proposed roads upon the parcel to connect with the adjoining Wilder real estate, provided that the area of the 60-foot right of way easement is excluded from the calculation of the total area of the Wilder Parcel that Wilder will convey to the City of Palmer. The approximate locations of the proposed road right of way easements are shown on the attached Exhibit A.

2. The design standards and guidelines for the improvements to be constructed by Wilder are indicated on the attached Exhibit C.

3. Section IV A. notwithstanding, Wilder shall convey the Wilder Parcel to the City of Palmer in a condition that it may be reasonably developed. Examples of Wilder's duties here include the following, the parcel may not be left lower in elevation than the parcels retained by Wilder; it may not be "elevated" by fill materials; and footers, foundations and underground utilities must be installable without undue concern for a relatively high water table. Also, the parcel may not be contaminated or contain environmental hazards or material amounts of petroleum products. The slopes on the Wilder Parcel from the property line with the Glenn Highway will be 2:1, and the slope of the rest of the Wilder parcel will be between one-percent and four-percent as directed by the City. The Wilder Parcel, to include

all slopes, will be covered with topsoil three inches in depth and seeded with a perennial grass similar to that on the Church parcel adjacent to and north of the Palmer Parcel. In addition, no slope shall be steeper than 4:1 within five feet outside of the northwest (lake side) property line of the Wilder Parcel. Wilder provides a preliminary site and grading plan of the Wilder Parcel showing the elevations of the Wilder Parcel and adjacent property in the attached Exhibit B. Wilder also provides a plan for the final grade of the slope of the submerged lands northwesterly of the Wilder Parcel, such slope to be graded no steeper than a 1.5:1 slope to provide sufficient slope stability to prevent subsidence or collapse of upland areas, as shown on the attached Exhibit B. Subject to the above, Wilder agrees to conform to the grading plan for submerged land as shown in the attached Exhibit B. Wilder's duties under this subsection shall survive closing and shall not be merged with the deed.

4. Wilder further agrees to construct water distribution and wastewater collection mains connected to the City of Palmer water and wastewater utilities and extended to be adjacent and accessible to the Wilder Parcel as shown on Exhibit A.

C. Conveyance of 242,194 Sq. Ft. Parcel. Wilder agrees to convey its above described 242,194 square foot parcel to the City of Palmer contemporaneously with the conveyance to Wilder of the 242,199 square foot Palmer parcel by the City of Palmer after the necessary replat of the Wilder Tract to allow the legal conveyance of the Wilder Parcel. The boundary of the Wilder Parcel to be conveyed to the City of Palmer shall recognize that the 60-foot right of way easement area is not included in the property exchange calculation; that is, the land area conveyed to the City of Palmer is 242,194 square feet exclusive of the area of the 60-foot right of way easement.

D. Wilder agrees to comply with all applicable laws.

II. Performance by City of Palmer.

A. Conveyance of Palmer Parcel. The City of Palmer agrees to convey its above described adjacent parcel to Wilder contemporaneously with the conveyance to the City of Palmer of the approximate 242,194 square feet partially improved Wilder Parcel to the City of Palmer after completion of certain mining activity by Wilder and the necessary replat of the Wilder Tract to allow the legal conveyance of the Wilder Parcel. The City does not warrant the size of its parcel; and the size of the Palmer Parcel is not a matter material to this Agreement.

B. Acceptance of Wilder Parcel and Improvements. The City of Palmer agrees to accept the proposed Wilder parcel subject to the road right of way easement for public use benefiting the proposed Palmer parcel as well as the retained parcels adjoining said parcel.

C. Advance Possession By Wilder of Palmer Parcel.

1. The City of Palmer further agrees to allow Wilder possession of the Palmer Parcel in advance of its conveyance to Wilder for the limited purpose of Wilder's mining and extraction of sand and gravel from said parcel consistent with Wilder's mining plan for Wilder's Tract, including that portion to be conveyed to the City of Palmer. Wilder represents and the City acknowledges that Wilder prefers to extract mineable gravel and sand material from the Palmer Parcel prior to completion of improvements to be constructed by Wilder on the proposed Wilder Parcel to be conveyed to the City of Palmer to facilitate the removal of the dredge and related mining equipment in the most practicable manner.

2. Wilder agrees that it shall defend, hold harmless and indemnify the City of Palmer against all claims, actions, or demands for personal injury or property damage arising from Wilder's use of the Palmer Parcel in advance of the conveyance of said parcel to Wilder. In addition, Wilder shall constantly carry liability insurance in the amount of \$1 million with a carrier Best Rated at least A +13 regarding such use, and the policy shall name the City of Palmer as an additional named insured and may not be subject to cancellation without 30 days prior written notice to the City of Palmer. Wilder shall provide the City with proof of such coverage annually and also promptly upon the City's request from time to time.

3. Prior to commencement of mining activity upon the Palmer Parcel by Wilder, Wilder shall prepay to the City of Palmer a royalty of \$0.60 per cubic yard of sand and gravel to be removed from the Palmer Parcel, calculated as follows: The sand and gravel subject to the royalty shall be all that sand and gravel on the Palmer Parcel lying above a horizontal elevation that is fourteen feet above the water table elevation (lake surface elevation). Wilder may choose to excavate to a lower elevation, but the royalty to be paid to the City shall apply only to that quantity of sand and gravel reserves estimated to lie within the area described in this subsection. Wilder shall provide a topographic survey of the Palmer Parcel performed by a licensed surveyor or engineer, and shall provide a calculation prepared by a licensed surveyor or engineer of the total volume of sand and gravel reserves available for removal within the area upon which the royalty is to be paid. If the City of Palmer chooses to dispute or question such calculation, it may obtain a similarly calculated survey from a licensed surveyor or engineer at its expense. If the two licensed professional surveyors or engineers cannot thereafter agree on a single estimated quantity of such reserves, then said professionals shall jointly select a third qualified professional to resolve the issue at the expense of both parties to this agreement. The royalty to be paid by Wilder will be the greater of a) the royalty sum calculated at \$0.60 per cubic yard on the quantity of sand and gravel reserves determined in this subsection, or b) \$127,500, representing a minimum royalty guaranteed by Wilder

hereunder. The royalty shall be paid by Wilder prior to its commencement of any mining activity and no later than the earlier of a) the mutual conveyances of the Palmer and Wilder Parcels to the parties, or b) December 31, 2009.

D. Sewer and Water Connections Benefiting Wilder's Retained Realty. The City of Palmer further agrees that it shall grant connection permits to Wilder for Wilder service or main line extension connections (contemplated to be three in number) with the City of Palmer owned water and sewer mains to benefit Wilder's retained realty on each side of the proposed Wilder Parcel to be conveyed to the City of Palmer upon the normal terms and conditions of the Palmer Southwest Utility Extension utility area in effect at the time of application. The City of Palmer's standard connection permit charges in effect at the time a connection permit is issued shall apply (presently the sewer permit fee is \$300 per connection and the water permit fee is \$375 per connection). The parties acknowledge that the City of Palmer has laid water and sewer mains adjacent to the Wilder Tract along the Glenn Highway. The parties contemplate that Wilder will require two 12" and one 8" sewer connection and two 12" and one 8" water connection.

III. Timing of Performance. The parties agree to pursue their respective performances in accordance with the following time line, time being of the essence of this Agreement:

A. Upon the prepayment of its royalty obligation under II. C. 3 of this agreement, Wilder will be granted immediate access to the Palmer Parcel in advance of its conveyance to Wilder for the limited purpose of mining with dredge or other equipment and the removal of sand and gravel material, and incidental use for storage of overburden by Wilder.

B. Wilder agrees to diligently pursue the mining of the Palmer Parcel and the portion of the Wilder Tract existing on the North side of the Glenn Highway by December 31, 2008.

C. Wilder will proceed with the legal subdivision and replat of its Tract sufficient to identify and convey the proposed Wilder Parcel, consisting of 242,194 square feet to the City of Palmer no later than December 31, 2009. The parties contemplate preparation of a proposed plat as soon as the boundaries can be ascertained at the conclusion of the mining by December 31, 2008.

D. By September 1, 2009, Wilder contemplates completion of the construction of paved roadways and related improvements, the water and sewer main extensions, and the grading and improvements to or benefiting the proposed Wilder Parcel to be conveyed to the City of Palmer.

IV. Condition of Property.

A. Inspection of Improvements and Condition of Land. The parties agree that each party shall be granted access at all reasonable times to inspect the properties and improvements constructed thereon for acceptance of their condition prior to the mutual conveyances of the parcels. Other than Wilder's obligation to perform certain improvements for the City of Palmer, and Wilder's obligation to provide a stable slope in accordance with generally accepted engineering standards for surface and submerged land adjacent to the Wilder Parcel, and the City of Palmer's grant to Wilder of advance possession for mining prior to its ownership of the Palmer Parcel, neither party makes any representations or warranties regarding condition of the respective parcels of real estate to be exchanged. It is understood that each party herein otherwise assumes risk of the underlying conditions of the real estate and their suitability for the intended purposes contemplated by the respective parties. The City of Palmer makes no warranty regarding the suitability of its parcel for Wilder's purpose, and Wilder makes no warranty regarding the suitability of its parcel to be traded to the City of Palmer for the City of Palmer's purpose other than the agreement to complete the improvements as provided herein. The above disclaimers notwithstanding, each party represents that it has no information that would lead it to suspect that its parcel is not fit for the purposes intended by the other party.

B. Notification of Completion of Improvements. Following the completion of the improvements on or adjacent to the parcel to be conveyed to the City of Palmer by Wilder, Wilder shall give written notice to the City of Palmer advising it of its completion. The City of Palmer will then have an opportunity to inspect the improvements for consistency with the obligations of Wilder hereunder. If the City of Palmer finds the improvements satisfactory, then the City of Palmer shall notify Wilder in writing so that a mutual escrow can be established at McKinley Title and Trust, Inc. for the exchange and recordation of conveyance documents to the respective parcels. If the City of Palmer has any objection to the improvements or condition of the Wilder Parcel, it shall give written notice to Wilder within 30 days of the notice of completion from Wilder. The objection shall be of sufficient specificity to allow Wilder to act upon it by promptly curing or otherwise removing the objectionable condition or notifying the City of Palmer within 10 days thereafter of Wilder's disagreement with such objection. In that event, the parties shall attempt to mediate or otherwise resolve the dispute by any means available, including legal action as a last resort.

C. Condition of Wilder Parcel. Wilder shall leave the Wilder Parcel in a condition that is may be reasonably developed. For example, the parcel may not be left lower in elevation than the parcels retained by Wilder; it may not be "elevated" by fill materials; and footers, foundations and underground utilities must be installable without undue concern for a relatively high water table. Also, the parcel may not be contaminated or contain any environmental hazards or material amounts of petroleum products when Wilder conveys the parcel to the City of Palmer. Wilder's duties under this subsection shall survive closing and not be merged with deed.

V. Title. The parties agree that the conveyances shall be handled by statutory form warranty deeds conveying fee simple title subject only to permitted exceptions and free of all deeds of trust or liens. The parties acknowledge that rights, reservations, restrictions, including oil and gas contained in or reserved in Federal patents and state deeds, reservations for rights of way or public use set forth in this agreement, restrictions to access to the Glenn Highway, reservation of section line easements, and recorded access easements, rights of way, electric, communications, or other utility easements are permissible title conditions for the respective conveyances contemplated herein.

VI. Title Insurance Policy. At closing there shall be issued to each party a standard coverage owner's policy of title insurance dated as of the date of closing and insuring the respective grantee in a dollar amount of approximately \$363,300¹ against loss or damage by reason of any defect in grantee's title to the property, subject only to permitted exceptions and title exceptions waived or approved by the grantee pursuant to the terms of this agreement. Each party shall bear its own respective costs of its title policy.

VII. Closing.

A. Closing Date. The parties agree that this transaction will close through the mutual conveyances of record no later than December 31, 2009.

B. Closing Instruments. At closing each grantor will deliver or cause to be delivered to the escrow agent duly executed and acknowledged statutory warranty deed conveying to the grantee fee simple title to the property as provided herein. All real property taxes and assessments will be prorated as of the Closing Date and paid current as of said date.

C. Closing Costs. Escrow fees and other related closing costs shall be divided equally between the parties. There are no brokers or real estate sales agents involved with this transaction and no commission is to be paid. Wilder agrees to pay all costs required for resubdivision of its parcel and any required survey of the parcel to be conveyed to the City of Palmer. The City of Palmer upon request of Wilder, agrees to furnish Wilder a current survey of the boundaries of its parcel to be conveyed to Wilder.

VIII. Bond by Wilder. Wilder agrees to provide the City of Palmer a performance bond in the amount of \$363,300 to guarantee its duties under this Agreement and to secure the City of Palmer regarding the value of property taken by Wilder due to Wilder's advance possession and use of the Palmer Parcel and replat of its Tract for conveyance of the proposed Wilder Parcel to the City of Palmer. Wilder further agrees herein to appoint the City of Palmer its attorney-in-fact for purposes of

¹ Appraisal dated April 19, 2006 by Black-Smith, Bethard & Carlson, LLC and additional square footage to proposed Wilder Parcel to be conveyed to City of Palmer.

completing the subdivision necessary to accomplish a replat sufficient to create a legally conveyable parcel of 242,194 square feet as depicted in Exhibit A hereto in the event of Wilder's default in the completion of said subdivision.

IX. Default.

A. Specific Performance. The parties agree that if either party shall default hereunder, the other shall be entitled at its option to specifically enforce the terms of this Agreement in the Alaska Superior Court, Third Judicial District, the parties agreeing that the real property to be exchanged hereunder is unique with specific value to the party to be benefited thereby and that a remedy at law may be otherwise considered inadequate, provided, however, the non-defaulting party retains its right to all other remedies at law or in equity.

B. Failure of Replat. The parties agree that Wilder shall not be in default if it diligently pursues performance hereunder consistent with the time lines set forth herein in accordance with Matanuska-Susitna Borough subdivision and platting standards, and through no fault of its own, a subdivision plat sufficient to allow the conveyance to occur is not approved by governmental authority within a reasonable time due to circumstances beyond Wilder's control. In that event, the parties agree that the parties shall be relieved of their respective obligations hereunder, with the exception that Wilder agrees in that event to pay the City of Palmer the royalty under the terms set out in subsection II. C. 3., above, for the removal of sand and gravel from the City of Palmer parcel, including any sand and gravel removed below the excavation depth described in subsection II.C.3, above, and to also pay the City of Palmer the difference between the value of the Palmer Parcel established by appraisal in 2006 (\$363,300) and the value of the Palmer Parcel established by appraisal at the time Wilder is relieved of its obligation; and to grade level or to slope (no greater than 2:1) any land above the lake level; and to place topsoil and seeding on all areas above the lake level.

X. Possession. Each party shall have full and unrestricted possession of its respective parcel as of the date of the mutual conveyances following closing of the exchange transaction. Wilder shall have advance possession limited to the mining and extraction of sand and gravel materials from the Palmer Parcel as set forth herein.

XI. Successors. All terms, conditions and covenants of this Agreement shall extend to and be binding upon the respective heirs, administrators, executors, successors, subtenants, sublessees, and assigns of the parties hereto. However, nothing herein shall be construed to permit the assignment of this Agreement by either party, except that Wilder shall be free to assign its interests under this Agreement only to a major shareholder of Wilder or to another entity or entity to be created which is owned or controlled by Wilder or by a majority shareholder of Wilder, at which

time said successor assignee shall assume all obligations and any residual rights of Wilder to this Agreement but Wilder shall remain liable to the City of Palmer.

XII. Warranties of Title and Authority. Each party hereto represents and warrants that it is the fee simple owner of the property contemplated by this Agreement to be exchanged by it hereunder with rights to all sand and gravel materials therein. Each party further warrants that as of the date of signing of this Agreement it has taken all steps and obtained all necessary approvals by its Board of Directors or governmental council required for the approval of this Agreement.

XIII. Governing Law. This Agreement shall be governed by the laws of the State of Alaska and any litigation to enforce this Agreement shall be brought in the Superior Court for the State of Alaska, Third Judicial District. Venue shall be in Palmer, Alaska, only.

XIV. Attorney Fees. Should any litigation arise involving the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover full reasonable attorney fees and costs.

XV. Notice. Any notice by one party to the other under the terms of this Agreement shall be served in person or by mail, postage prepaid, addressed to the parties to receive such notice at the address provided herein:

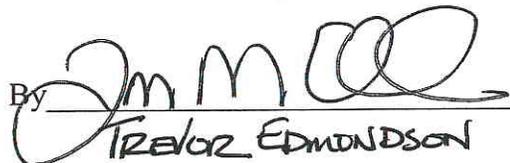
Wilder Construction Company
Attn: Trevor Edmondson, General Manager
Central Paving Products
11301 Lang Street
Anchorage, Alaska 99515-3006

City of Palmer
Attn: Tom Healy, City Manager
231 West Evergreen Avenue
Palmer, Alaska 99645-6952

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

WILDER CONSTRUCTION COMPANY,
a Washington Corporation
d/b/a Central Paving Products

DATED: 9/1/06

By 
TREVOR EDMONDSON

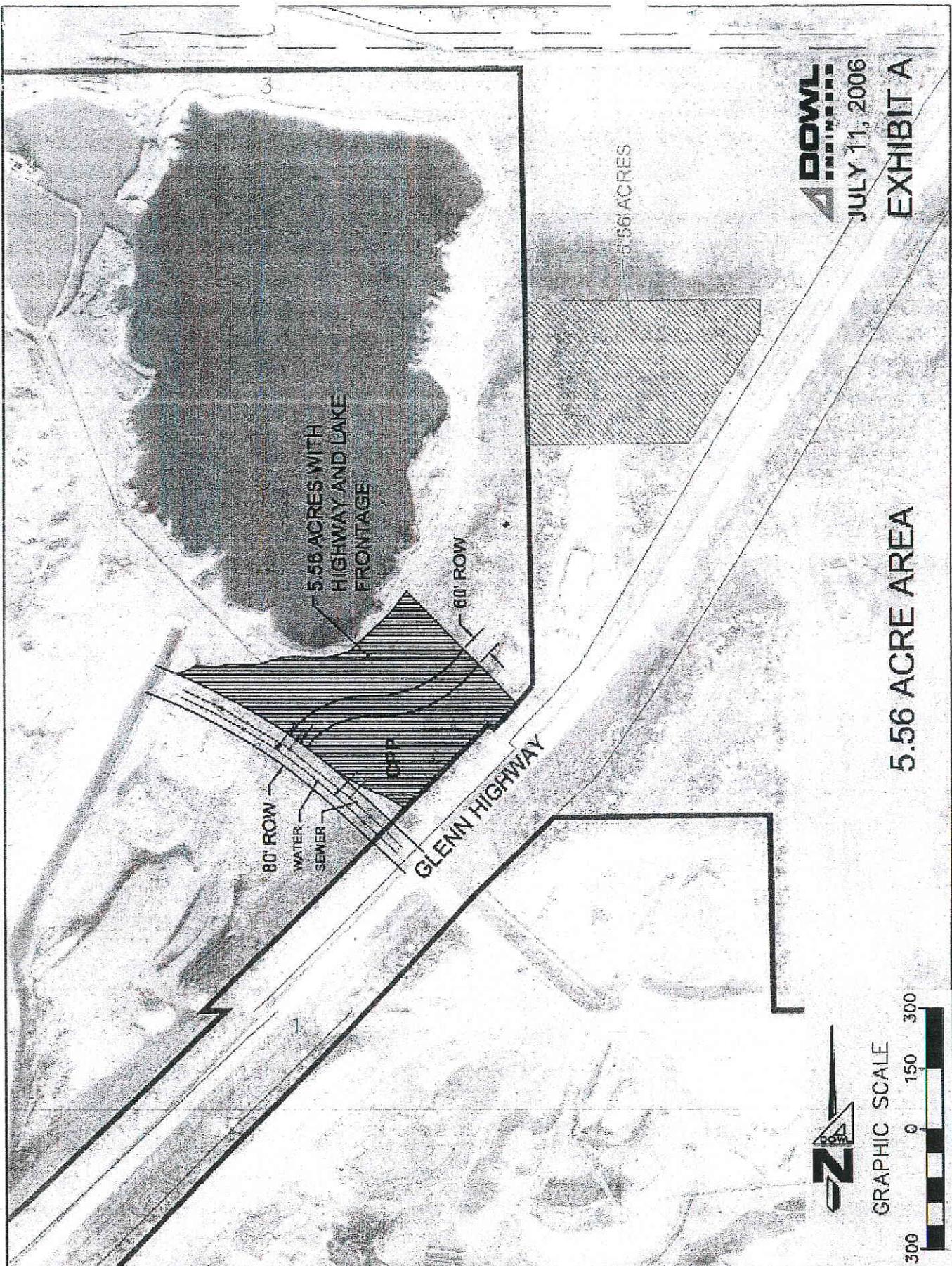
Its GENERAL MANAGER
CENTRAL PAVING PRODUCTS

CITY OF PALMER

DATED: 9/7/06

By 

Its CITY MANAGER



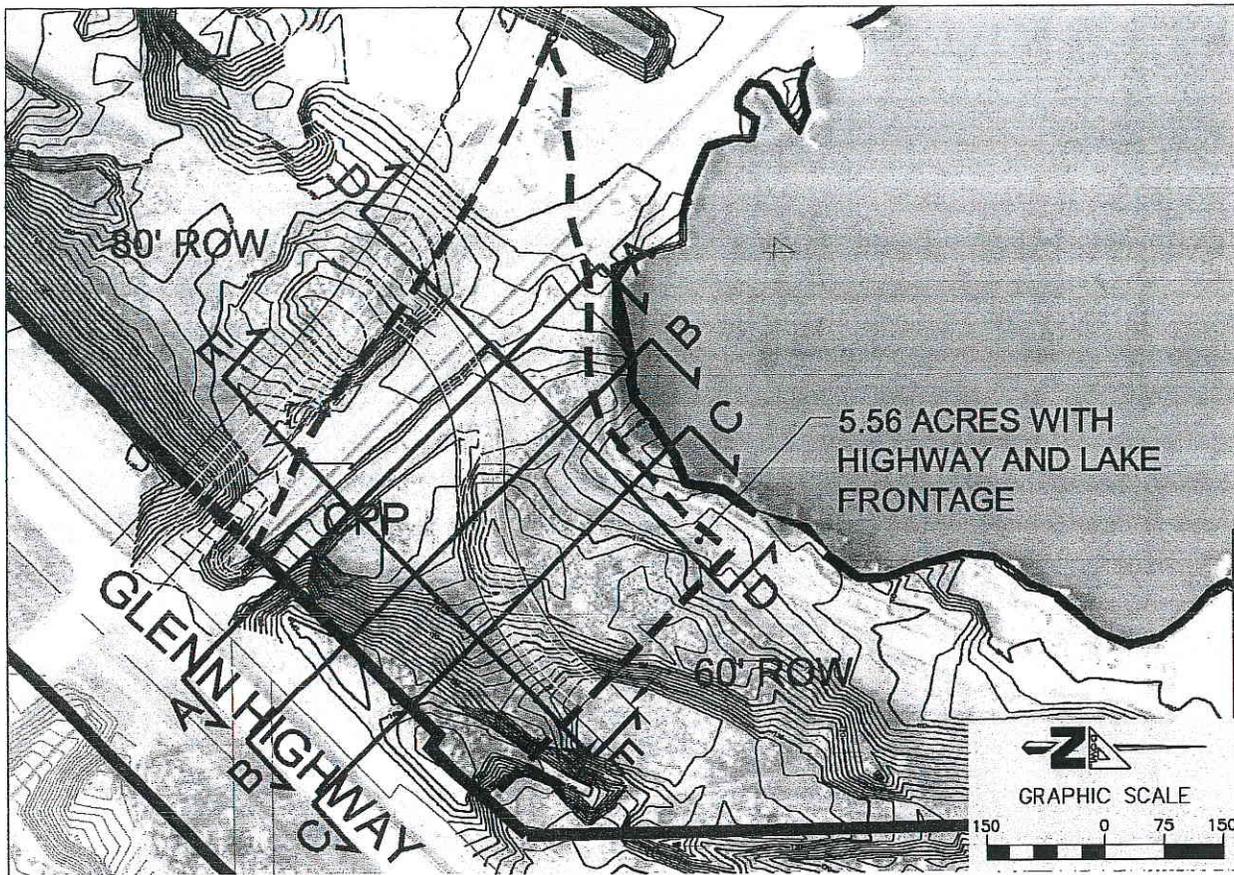
ADOWL
JULY 11, 2006
EXHIBIT A

5.56 ACRE AREA

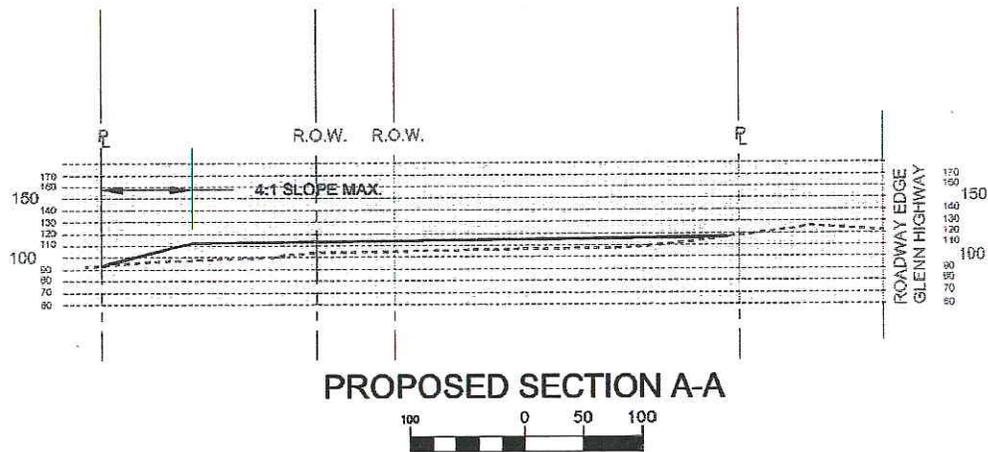


GRAPHIC SCALE

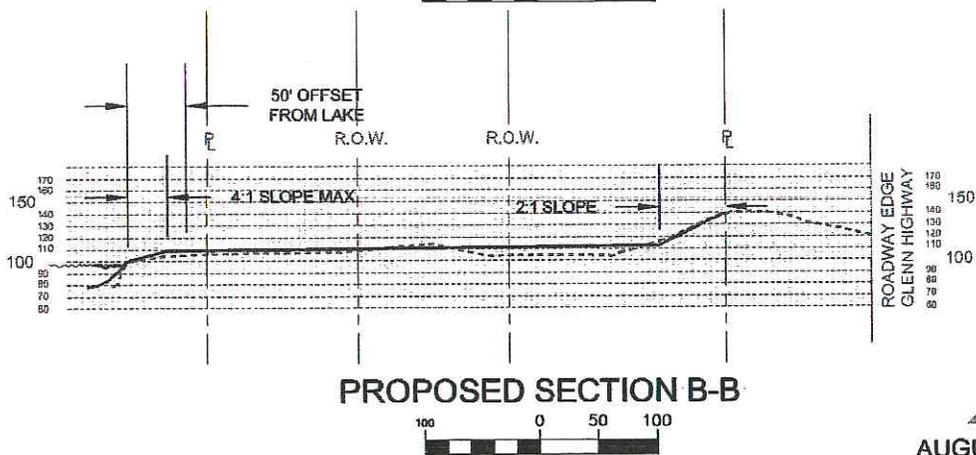




EXISTING CONTOUR MAP



PROPOSED SECTION A-A



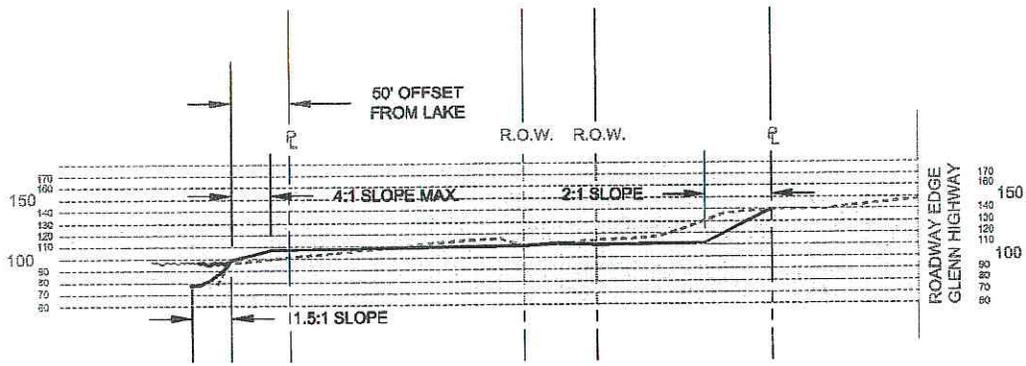
PROPOSED SECTION B-B

CONTOUR INFORMATION

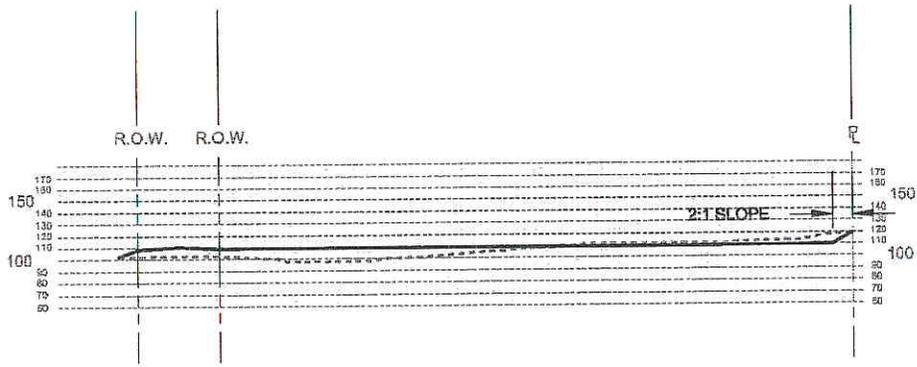
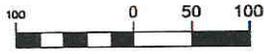


AUGUST 17, 2006

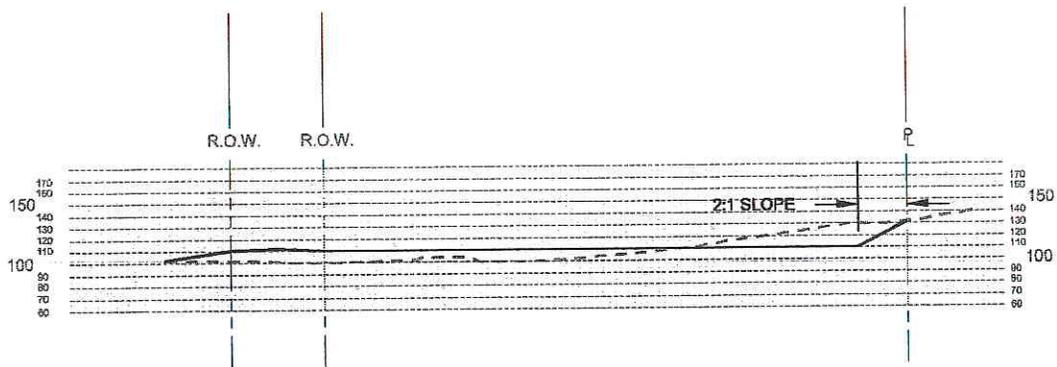
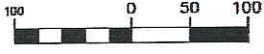
EXHIBIT B-1



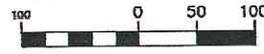
PROPOSED SECTION C-C



PROPOSED SECTION D-D



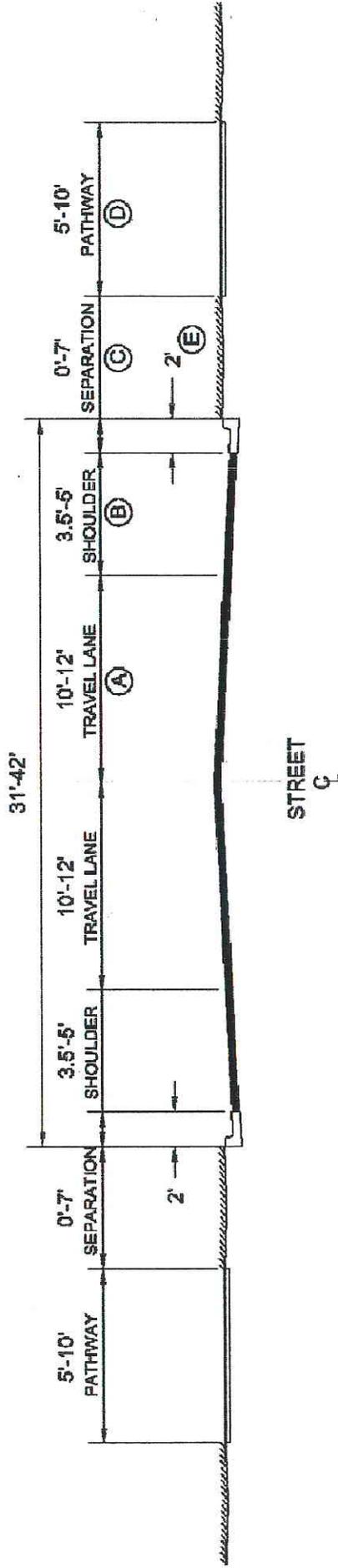
PROPOSED SECTION E-E



AUGUST 17, 2006

CONTOUR INFORMATION

EXHIBIT B-2



TYPICAL COLLECTOR
STREET SECTION

NOT TO SCALE



JUNE 20, 2006

EXHIBIT D

[Handwritten signature]

Bond No. 104784128

KNOW ALL BY THESE PRESENTS, That we Wilder Construction Company

_____ as Principal, and the _____

Travelers Casualty and Surety Company of America as Surety, are held and firmly bound

unto City of Palmer

in the just and full sum of THREE HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED AND NO/100THS

\$363,300.00 Dollars, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

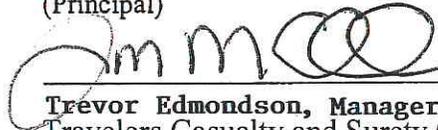
Sealed with our seals, and dated this 7th day of September, 2006

THE CONDITION OF THIS OBLIGATION IS SUCH, that, whereas, the Principal has agreed to the completion of

Construction of roadways, water distribution & wastewater collection mains and real estate exchange for "Wilder Tract" per Real Estate Exchange and Development Agreement dated September 1, 2006

NOW, THEREFORE, If the said Principal shall well and truly construct said improvements during the term thereof or any extension of said term that may be granted by Obligee with or without notice to the surety, then this obligation to be void; otherwise, to remain in full force and effect.

Wilder Construction Company
(Principal)



Trevor Edmondson, Manager Central Paving Product
Travelers Casualty and Surety Company of

America
(Surety)



Theresa A. Lamb Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214672

Certificate No. 000476122

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darlene Jakielski, Julie M. Glover, M.J. Cotton, Nancy J. Osborne, S.M. Scott, Steven K. Bush, Michael A. Murphy, Jim W. Doyle, Lawrence J. Newton, Andy D. Prill, Viki Baum, and Theresa A. Lamb

of the City of Bothell, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of February, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 22nd day of February, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2006.



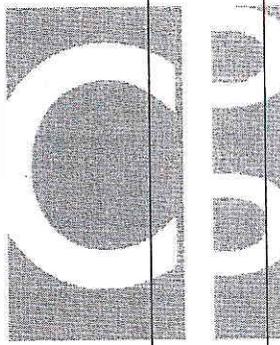
[Signature]
Marie C. Tetreault, Notary Public

Central Paving Products

VENDOR NO.	VENI	NAME	CHECK NUMBER
11601	CITY OF PALMER		536974

TRANSACTION RECORD	REFERENCE	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	RETAINAGE	PREVIOUS	BALANCE	NET AMOUNT
9062461	100306	10/03/06	ROYALTY PREPAID ROYALTY	152,298.60	0.00	0.00	0.00	0.00	152,298.60

$\frac{1}{.60} = 253,831 \text{ C.Y.}$



VENDOR NO.	GROSS AMOUNT	DISCOUNT	RETAINAGE	PREVIOUS	BALANCE	NET AMOUNT
11601	152,298.60	0.00	0.00	0.00	0.00	152,298.60

SIGNATURE FORMS, INC. • 206/361-4845

WZ122439 5-05 MC-QRI

FOR SECURITY PURPOSES, THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING.



CENTRAL PAVING PRODUCTS
 11301 LANG STREET
 ANCHORAGE, ALASKA 99515
 OFFICE (907) 563-3654
 PLANT (907) 562-2467



66-798
 531
536974

DATE	CHECK NO.	AMOUNT
10/03/06	536974	\$152,298.60

One hundred fifty-two thousand two hundred ninety-eight and 60/100 Dollars

PAY TO THE ORDER OF
 CITY OF PALMER
 231 W EVERGREEN
 PALMER, AK 99645

Jim Mc...
Clifford Mc...
 TWO SIGNATURES REQUIRED IF OVER \$1,000.00

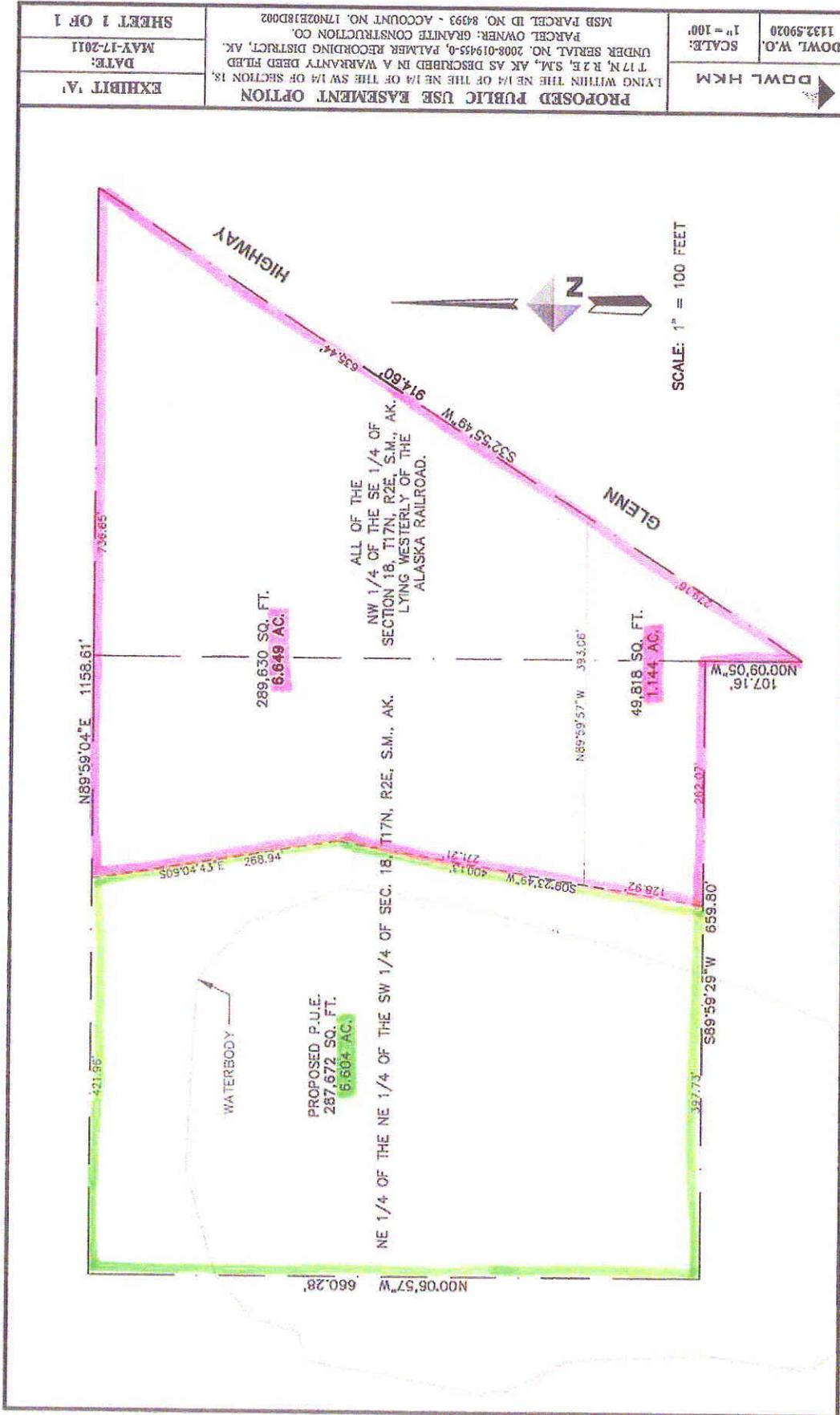
FACE OF DOCUMENT IS A GRAY BACKGROUND ON WHITE PAPER.

⑈ 536974 ⑈ ⑆ 053107989 ⑆ 000480120953 ⑈

Granite Land Exchange Attachment #5

Map showing location of 6.6 acre portion of Church property proposed for exchange

FOR REVIEW ONLY



P:\Projects\459020\PLATTING\ESMT-OPTIONS.dwg MAY 17 2011 16:07:14 (KET)

Total Parcel = 627,120 sq.ft.

 +  = 14,397 acres

Proposed Developable Area

 = 339,448 square feet
 7.793 acres

Granite Land Exchange Attachment #6

MSB property information sheet and map of 14 acre Church property
proposed for exchange



MATANUSKA-SUSITNA BOROUGH

Search Again

Owner Search

Real Property Detail for Account: 17N02E18D002

Site Information

Account Number 17N02E18D002
 Parcel ID 84393
 TRS S17N02E18
 Abbreviated Description (Not for Conveyance) TOWNSHIP 17N RANGE 2E SECTION 18 LOT D2
 Site Address 2390 S GLENN HWY

Subdivision
 City
 Map PA12

0
None



Tax Maps



Simple Viewer



Advanced Viewer

Ownership

Owners GRANITE CONSTRUCTION COMP
 Primary Owner's Address PO BOX 50085 WATSONVILLE CA 95077-0085
 Buyers
 Primary Buyer's Address

Appraisal Information ([Show Building Information](#))

Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed*
2011	\$365,900.00	\$24,100.00	\$390,000.00	2011	\$365,900.00	\$24,100.00	\$390,000.00
2010	\$365,900.00	\$17,100.00	\$383,000.00	2010	\$365,900.00	\$17,100.00	\$383,000.00
2009	\$365,900.00	\$21,050.00	\$386,950.00	2009	\$365,900.00	\$21,050.00	\$386,950.00

Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed
2011	No	0003	Not Yet Set	Tax Not Yet Set
2010	Yes	0003	12.69	\$4860.27
2009	Yes	0003	12.989	\$5026.09

Recorded Documents

Date	Type
8/29/2008	WARRANTY DEED (ALL TYPES)
6/27/2003	QUITCLAIM DEED (ALL TYPE)

Recording Info (offsite link to DNR)

[Palmer 2008-019455-0](#)
[Palmer 2003-017548-0](#)

Tax Account Status †

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total
Current	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Land and Miscellaneous

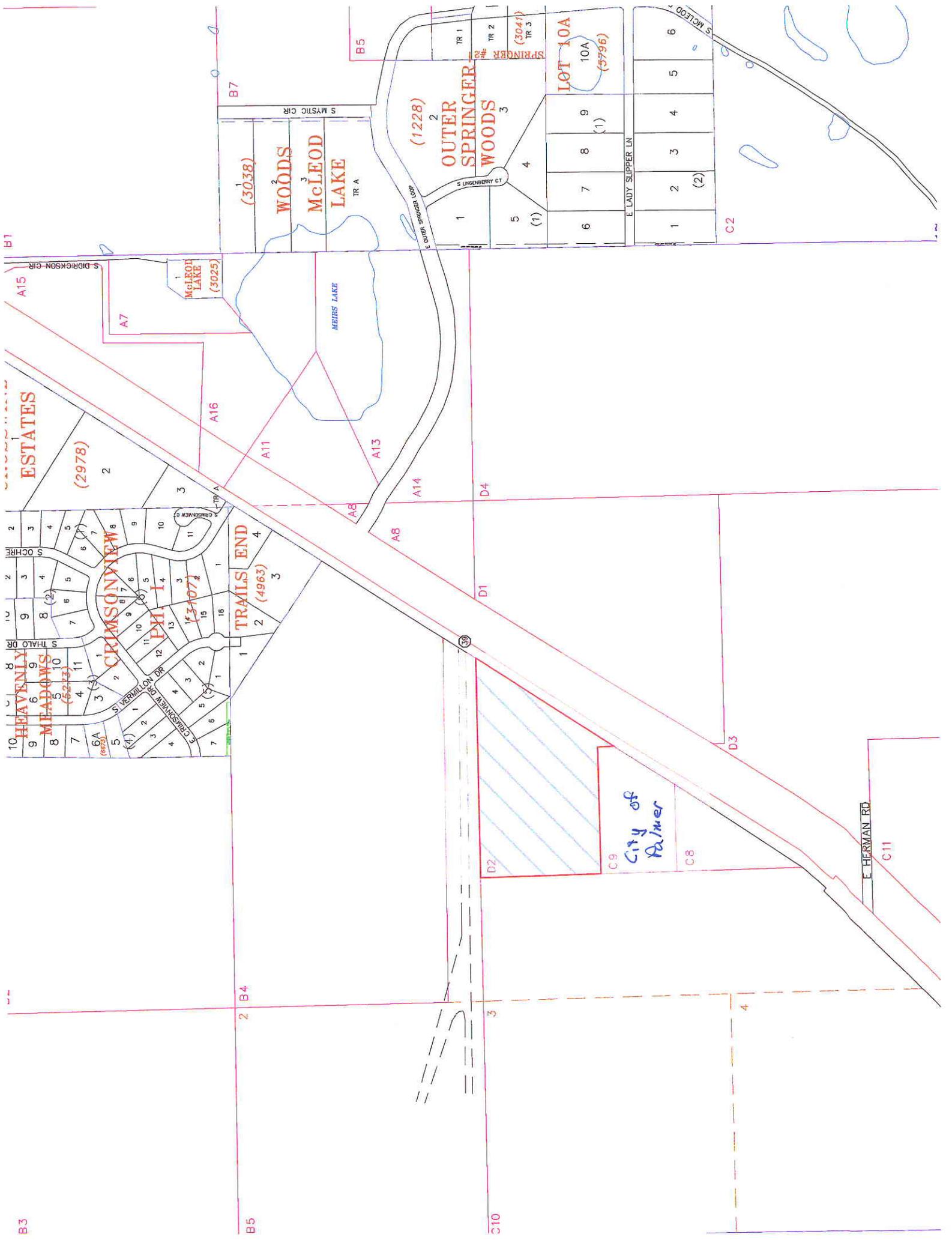
Gross Acreage	Net Acreage	Assembly District	Voting Precinct	Fire Service Area	Road Service Area
14.00	14.00	Assembly District 002	13-020 Mat-Su Campus	132 Greater Palmer Consol	016 South Colony RSA

* Total Assessed is net of exemptions and deferrals.

** Payments, interest, penalties, and other charges posted after Last Update Date are not reflected in balances.

† If account is in foreclosure, payment must be in certified funds.

Last Updated: 6/1/2011 4:00:43 AM



HEAVENLY MEADOWS ESTATES
(2978)

CRIMSONVIEW PHASE I
(3107)

WOODS McLEOD LAKE
(3038)

OUTER SPRINGER WOODS
(1228)

LOT 10A
(3796)

City of Palmer

E HERMAN RD

B3

B4

B5

B6

B7

C10

C9

C8

C7

C6

A15

A14

A13

A12

A11

A10

A9

A8

A7

A6

D4

D3

D2

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