

Mayor Steven J. Carrington
Deputy Mayor Pamela Melin
Council Member Richard W. Best
Council Member Sabrena Combs
Council Member Brian Daniels
Council Member Jill Valerius
Council Member Carolina Anzilotti

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

City of Palmer, Alaska
Regular City Council Meeting
February 8, 2022, at 6:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a) **Action Memorandum No. 22-011:** To Authorize the City Manager to Sign Amendment No. 4 to the Contract for Services with Green Garden Services in the Amount of \$47,125 to Reflect 2022 Payments Page 3
 - b) **Action Memorandum No. 22-012:** accepting the Mat-Su Foundation Health and Wellness of Alaskans Discretionary Grant for \$1,000 Towards the Development of a Courtyard Concept for the Palmer Public Library Entryway and Modifying the Sidewalks for Ease of Use for Patrons, Snow Removal, Relocating the Flag and Modifying and Securing the Retaining Wall. Page 23
 - c) Introduction and Setting a Public Hearing Date for February 22, 2022, for **Ordinance 22-001:** An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 12.30 City of Palmer Parks, Recreational Facilities and Outdoor Facilities Donation/Memorial Policy Page 27
2. Approval of Minutes of Previous Meetings
 - a) January 11, 2022, Regular Meeting Page 41
 - b) January 25, 2022, Regular Meeting Page 45

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation from the Alaska Department of Transportation – Glenn Highway Phase III Overview – Clint Adler, Dennis Linnell and Rori Van Nortwick Page 51

F. REPORTS

1. City Manager’s Report
2. Mayor’s Report Page 53
 - Certificate of Bravery – Jackson Gerard
3. City Clerk’s Report – Submission of Three Sufficient Recall Petitions, Special Election April 19, 2022
4. City Attorney’s Report

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARINGS

- 1. **Resolution No. 22-007:** Accepting and Appropriating Healthy & Equitable Communities Grant Funds from the State of Alaska, Department of Health and Social Services, and Division of Public Health in the Amount of \$42,080.80 to Provide Support to the Community for COVID-19 Response and Mitigation Activities. Page 57

I. UNFINISHED BUSINESS

- 1. **Action Memorandum 22-009:** Approving a Council Community Grant to United Way of Mat-Su Page 69

J. NEW BUSINESS

K. RECORD OF ITEMS PLACED ON THE TABLE

L. AUDIENCE PARTICIPATION

M. EXECUTIVE SESSION

N. COUNCIL MEMBER COMMENTS

O. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Feb 22	Regular	6pm	
Mar 08	Regular	6pm	
Mar 22	Regular	6pm	
Apr 12	Regular	6pm	
Apr 26	Regular	6pm	
May 10	Regular	6pm	
May 24	Regular	6pm	
Jun 14	Regular	6pm	
Jun 28	Regular	6pm	

Attachment(s):

1. Green Garden Services Contract
2. Amendment No. 4 to Contract for Garden Services
3. Greene Garden Services Letter of Intent for 2022

Summary Statement/Background:

Approval of this AM will authorize payments of \$47,125 to Greene Garden Services for beautification and garden services in FY 2022. Alicia Greene owner of Greene Garden Services has successfully performed gardening services at the Visitor Information Center Garden since 2014. This contract was executed in 2018, it was a one-year contract with options for four one-year contract extensions. This will be the final year of the 2018 agreement. The city began contracting for gardening services in 2004.

Appendix A outlines the Green Garden Services scope of services for seasonal gardening and horticulture services.

Administration's Recommendation:

Approve Action Memorandum No. 22-011 Authorizing the City Manager to sign amendment No. 4 for Gardening Services with Greene Garden Services to reflect payments for 2022.

CONTRACT FOR SERVICES

A Contract Between

City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645
Ph. (907) 761-1353 Fax (907) 745-3203

And

Greene Garden Services
200 E Ravenview Drive
Wasilla, AK 99654
907-982-8279

THIS AGREEMENT made and entered into this 10th day of April 2018, by and between the City of Palmer, Alaska, a municipal corporation (City) and Alicia Greene (Consultant).

Section 1 Definitions

In this Agreement:

- A. The term "City" means the City of Palmer.
- B. The term "Consultant" means Alicia Greene.
- C. The term "Manager" means the manager of the City of Palmer or his authorized representative.

Section 2 Employment of Consultant

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

Section 3 Consultants Representation and Warranty, and Manner of Performance

- A. Consultant hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Consultant is a professional in the subject area in which services are to be provided and the Consultant has more than adequate experience, skill, knowledge and competence to perform the services set forth in this Agreement.
- B. Consultant accepts the relationship of trust and confidence between the Consultant and the City. Consultant covenants to perform its services under this Agreement with due diligence, due care, and in a good and professional manner.

Section 4 Scope of Services

The Consultant shall perform all the services provided for by this Agreement which are described with particularity in "Exhibit A," entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

Section 5 Personnel

Personnel shall be limited to employees of the Consultant.

Section 6 Time of Performance

The services of the Consultant shall commence upon execution of this Agreement by the City and shall terminate, subject to Sections 7, 9, and 10, one year after execution of this Agreement. This professional services agreement may be renewed for four additional one (1)

year terms if deemed in the best interest of the City and only by the mutual written agreement of the parties.

Section 7 Compensation

A. Subject to the provisions of this Agreement, the City shall pay the Consultant a total sum for all services for the term of this Agreement in accordance with the provisions of Appendix "B" attached hereto and incorporated herein by reference for services required by this Agreement.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant about performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 8 Method and Time of Payment

A. The City will pay to the Consultant the amount set forth in Appendix "B" which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Appendix "B". If not identified within Appendix "B", normal billing cycle is 30 calendar days from receipt of an approved invoice.

B. No payment will be disbursed until the completed task and associated expenditures have been approved by the City.

C. All invoices may be mailed or e-mailed as follows: City of Palmer, Attn: Public Works 231 W. Evergreen Avenue, Palmer, Alaska 99645 or avann@palmerak.org

D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed \$51,215.00.

Section 9 Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the City's satisfaction in accordance with Exhibit "A" of this Agreement and the other terms of this Agreement.

Section 10 Termination for Convenience of City

The City may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 9 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the City's satisfaction in accordance with Exhibit "A" of this Agreement and the other terms of this Agreement. If this

Agreement is terminated due to the fault of the Consultant, Section 9 of this Agreement shall govern the rights and liabilities of the parties.

Section 11 Termination for Non-appropriation

The continuation of this agreement beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City Council. The City may terminate the agreement and the Consultant waives all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason funding is not appropriated or is withdrawn, limited, or impaired.

Section 12 Causes Beyond Control

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

Section 13 Modifications

A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City.

Section 14 Equal Employment Opportunity

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for

employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 13 (A) for applicants for employment and employees as the City may require.

Section 15 Interest of Members of City and Others

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 16 Assignability

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Consultant shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Consultant.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 17 Interest of Consultant

The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 18 Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 19 Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 20 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 21 Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the superior court for the Third Judicial District of the State of Alaska at Palmer. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

Section 22 Non-Waiver

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

Section 23 Permits, Laws and Taxes

The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 24 Relationship of the Parties

The Consultant shall perform its obligations hereunder as an independent Consultant of the City. Consultant is associated with the City only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted professional services pursuant to this Agreement, Consultant is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Consultant or any other party. Consultant shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Consultant or the City to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Neither the Consultant nor his employees, agents, or representatives shall be considered employees, agents, or representatives of the City. The City and Consultant shall evaluate the nature of services and term negotiated to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Agreement to ensure that the independent contractor relationship remains as such.

Section 25 Agreement Administration

A. The City Manager, or their designee, will be the representative of the City administering this Agreement.

B. The services to be furnished by the Consultant shall be administered, supervised, and directed by the Consultant. If the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the City of Palmer.

Section 26 Integration

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

Section 27 City Held Harmless

A. The Consultant shall indemnify, defend, save and hold the City, its officers and employees, harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of the Consultant or any sub-consultant because of the Consultant's or any sub-consultant's performance pursuant to this Agreement.

B. The Consultant shall not indemnify, defend, save and hold the City harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of wrongful or negligent acts, errors or omissions solely of the City occurring during or because of the performance of this Agreement.

C. Where lawsuits, actions, claims or liability, including reasonable attorney's fees and costs, arise out of wrongful or negligent acts of both the Consultant and the City occurring as a result of the performance of this Agreement, the Consultant shall indemnify, defend, save and hold the City harmless from only that portion of the lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of the Consultant or any sub-consultant as a result of the Consultant's or any sub-consultant's performance pursuant to this Agreement.

Section 28 Interpretation and Enforcement

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

Section 29 Consultant Insurance

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that Consultant confer with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.

The Consultant shall procure and maintain the following insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 01/96) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 6/92) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the City.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claim made form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

2. Auto Liability:

\$100,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily injury by Accident -	\$1,000,000 each accident
Bodily injury by Disease -	\$1,000,000 each employee
Bodily injury by Disease -	\$1,000,000 policy limit

4. Professional Liability:

\$1,000,000 combined single limit per occurrence. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claim made form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

5. Excess Liability:

To meet the required minimum limits of insurance it is permissible for the Consultant to combine an excess liability or umbrella policy with the general liability, auto liability or employer's liability. In the instance where the Consultant purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Consultant may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the

Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

a. The City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees and volunteers.

b. The Consultant's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees and volunteers. any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees and volunteers shall be excess of the Consultant insurance and shall not contribute to it.

c. The Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any subcontractor for the City.

3. All Insurance

Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Consultant or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City. Such notice shall be mailed by the Consultant to the attention of the City's Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement, which shall result in immediate termination of the agreement, pursuant to Section 8.

Section 30 Severability

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

Section 31 Understanding

The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 32 Compliance with Law

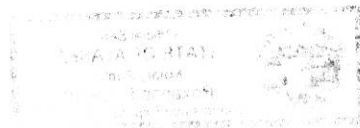
Consultant shall comply with all applicable federal, State of Alaska and City laws, regulations, statutes and ordinances in performing its duties hereunder.

Section 33 Notices

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

City: City of Palmer
231 West Evergreen Avenue
Palmer, Alaska 99645

Consultant: Alicia Greene
Greene Garden Services
200 E Ravenview Drive
Wasilla, AK 99654



Section 34 Consultants' Violations of Tax Obligations

A. Any consultant in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 9, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

Section 35 Fund Verification

Fund source and verification of funds for this project: 01-01-20-6030

[Signature]
Verified by

4-11-18
Date

City of Palmer

Consultant

[Signature] 4/10/18
Nathan E. Wallace, City Manager

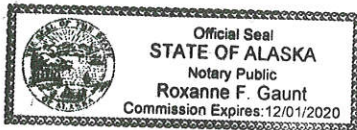
CONSULTANT

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

On April 9, 2018, Alicia Greene personally appeared before me,

- 1. who is personally known to me
- 2. whose identity I proved based on Alaska Drivers License
- 3. whose identity I proved on the oath/affirmation of _____,
a credible witness

to be the signer of the Agreement for [Signature] and he acknowledged that he signed it.



Roxanne F. Gaunt
Notary Public
My Commission expires: 12/01/2020

CITY OF PALMER

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

On _____, 2018, Nathan E. Wallace, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.

Notary Public
My Commission expires: _____

EXHIBIT A
Scope of Services
Seasonal Gardening/ Horticultural Services

- A. Description of Activities:
 - 1. Spring cleanup, fertilization and other early season maintenance.
 - 2. Acquisition and planting of seed and transplants of annual crops.
 - i. Colorful annual flowering plants, and
 - ii. Periodic planting of vegetable crops that are commercially produced in the Matanuska Valley.
 - 3. Season long maintenance of Visitor Garden to include mowing, planting, weeding, watering as well as general cleanup and repair as needed. (Watering of hanging baskets and planters and plots located away from Garden/Visitor Center will be handled by Public Works summer crew as in previous years.)
 - 4. Miscellaneous tree trimming, hedge trimming, plant care and replacement.
 - 5. Appropriate cleanup and close at end of season (approximate finish date is September 10.)
- B. Planting and Maintenance Activities:
 - 1. Visitor Garden and nearby trees and shrubs;
 - 2. Annual and perennial plants around and near the Visitor Center and restroom buildings;
 - 3. Depot planter;
 - 4. Two main intersections beds;
 - 5. Two City Hall plant beds and adjacent planting;
 - 6. Planters located along Main Street, Fireweed Avenue and Cope;
 - 7. Welcome to Palmer planter.
- C. Plant Material Acquisition:
 - 1. All annual plants required for the above-mentioned spaces;
 - 2. Seventy (or more, number to be decided by Public Works or City management) hanging baskets for placement by Public Works around the City;
 - 3. Potted plants for placement in front of City Hall and other locations mentioned above.
- D. Consultant Responsibilities:
 - 1. Inventorying and labeling of plant species in and around the Visitor Center and Visitor Garden;
 - 2. Removal of pruning of selected overgrown or declining trees and shrubs in the Visitor Garden;
 - 3. Additional plot reconstruction;
 - 4. Consulting with City staff on future landscaping of skateboard park, and other City parks and trails.
- E. Public Works Department Responsibilities:
 - 1. Short term assistance for placement of any large perennial plants;
 - 2. Watering and fertilization of hanging baskets, planters and plots located away from Visitor Center/ Garden site.

APPENDIX B

Budget Proposal (see attached)

2018 Planned Activities

- Create a series of 10 informational signs at the showcase garden
- Renovate overgrown areas of the large rock garden and apply pea gravel
- Complete scheduled renovation of two vegetable beds and large perennial bed
- Mulch all perennial beds and perimeter plantings
- Add additional peonies to new display bed
- Sand and stain planter boxes at back of showcase garden
- Add additional lily species to mileage sign bed
- Replace ten missing or damaged cotoneaster shrubs at VIC bathroom entrance
- Install soaker hoses around perimeter of bathroom building
- Prune honeysuckle tree on north side of museum
- Prune rose tree of China at entrance to museum (sidewalk)
- Complete large lilac pruning
- Acquire new picnic tables for "windbreak" area of garden
- Work with City staff and volunteers to acquire and install new garden bench
- Purchase 2 new pots for City Hall entrance and 3 for display at council chambers door
- Complete perennial bed at City Hall
- Renovate and plant two remaining Cope-Industrial planters

Greene Garden Services
 Budget Proposal and Payment Details
 City of Palmer Horticultural Services Contract
 2018

Invoice Date	Payment Date	Personnel Operating Costs	Plants/Soil Equipment	Brush Chipping & Hauling	Tree Pruning & Removal	Total Payment
3/1/18	3/31/18	\$4,500.00	\$1,800.00			\$6,300.00
4/1/18	5/1/18	\$5,560.00	\$10,500.00	\$500.00		\$16,560.00
5/1/18	5/31/18	\$7,480.00	\$500.00			\$7,980.00
6/1/18	7/1/18	\$7,135.00				\$7,135.00
7/1/18	7/31/18	\$6,060.00	\$500.00			\$6,560.00
9/1/18	10/1/18	\$6,180.00	\$500.00			\$6,680.00
Totals		\$36,915.00	\$13,800.00	\$500.00	\$0.00	\$51,215.00

Contract For Services
City of Palmer and Green Garden Services
Amendment No. 4

This Amendment dated _____, 2022 amends the Contract for Services dated January 30, 2022, between the City of Palmer and Greene Garden Services for gardening services, as follows:

Appendix B – Budget Proposal is amended to reflect the follow payment amounts for 2022:

	March	April	May	June	July	September	Totals 2022
Invoice Date	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	9/1/2022	
Labor & Operating Costs	4250	4050	6000	6000	9000	5500	34800
Equipment	750	250	200				1200
Seeds/Plants/Soil/Compost	1200	750	1500	1250		225	4925
Hanging Baskets Museum			1100				1100
Lawncare Contractor		450	600	600	1350	600	3600
Tree Service Contractor		1000				500	1500
Total Payment Amount	6200	6500	9400	7850	10350	6825	47125

All other provisions of this Agreement remain unchanged.

City of Palmer

Greene Garden Services

John Moosey Date

Alicia Greene Date

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On _____, 2022, Alicia Green personally appeared before me,

1. [] who is personally known to me
2. [] whose identity I proved on the basis of _____
3. [] whose identity I proved on the oath/affirmation of _____, a credible witness to be the signer of the Amendment No. 10 of the Contract for Curatorial, Archival, and Museum Services between the City and the Palmer Museum of History and Art and she acknowledged that she signed it.

Notary Public

My Commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2022, John Moosey, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.

Notary Public
My Commission expires: _____

TO: Brad Hanson
Community Development Director
City of Palmer Alaska

CC: Jude Bilafer
Director of Public Works
City of Palmer Alaska

FROM: Greene Garden Services
Alicia Greene, 200 E Ravenview Drive, Wasilla, AK 99654
907-982-8279
akpetmom@gmail.com

DATE: January 11, 2022

RE: Seasonal Gardening/Horticultural Services for the City of Palmer

CONTENTS: Letter of Intent

I would like to continue my relationship with the City of Palmer as the Seasonal Gardening/Horticultural Services contractor for the 2022 season under the same contractual guidelines as the 2021 contract. This would be year 5 of the existing 5 year contract.

Also attached is a copy of my 2021 budget and payment schedule to attach to the contract amendment for City Council approval.

I am confident that in 2021 I and my contractors managed all gardens and projects in a manner that is consistent with my contractual obligations. Feedback from both locals and visitors has been very positive.

If the city sees fit I look forward to continuing in my role as Seasonal Gardening and Horticultural Services provider for the City of Palmer.

Sincerely,

Alicia Greene
Greene Garden Services
907-982-8279

**City of Palmer
Action Memorandum No. 22-012**

Subject: Accepting of Mat-Su Foundation Health and Wellness of Alaskans Discretionary Grant for \$1,000 Towards the Development of a Courtyard Concept for the Palmer Public Library Entryway and Modifying the Sidewalks for Ease of Use for Patrons, Snow Removal, Relocating the Flag and Modifying and Securing the Retaining Wall.


Agenda of: February 8, 2022

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

Originator Information:

Originator: Community Development Director

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development		January 11, 2022
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **\$1,000.00**

This legislation (√):

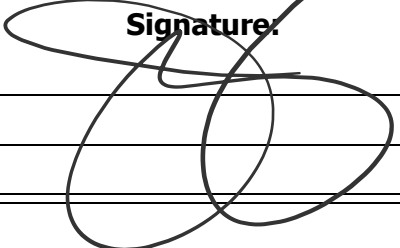
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 08-00-00-3433 Library Grant Revenue
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Letter from Mat-Su Health Foundation award letter of Board Discretionary Grant to the PPL

Summary Statement/Background:

Acceptance of Mat-Su Foundation Health and Wellness of Alaskans Discretionary Grant for \$1,000. PPL will use the money towards the development of a courtyard concept for the entry way of the library and modifying the sidewalks for ease of use and snow removal, relocating the flag, and securing the retaining wall.

The current sidewalk concrete is crumbling and has very deep cracks that make it hard for disabled as well as healthy patrons to access the library.

City Council approved \$70,000 for library sidewalks during the 2022 Budget Process under Capital Improvement Plan.

Administration's Recommendation:

Approve Action Memorandum No. 22-012



December 21, 2021

Palmer Public Library
655 S. Valley Way
Palmer, AK 99645

Dear Ms. Beth Skow

The Mat-Su Health Foundation (MSHF) is dedicated to improving the health and wellness of Alaskans in the Mat-Su Borough. Under the leadership of a talented and dedicated Board of Directors, MSHF is building a healthier community.

Lebron McPhail has designated a Board Discretionary Grant to Palmer Public Library in the amount of \$1,000.00. The check is in process, and you should expect it separately. The funds are to be used as needed.

Thank you for assisting the Mat-Su Health Foundation as we work to improve the health and wellness of Alaskans in the Mat-Su Borough.

Sincerely,

Elizabeth Ripley
Chief Executive Officer

ER/vlr

**City of Palmer
Ordinance No. 22-001**

Subject: An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 12.30 City of Palmer Parks, Recreational Facilities and Outdoor Facilities Donation/Memorial Policy and Repealing Ordinance 17-008-S A City of Palmer Parks, Recreation, and Outdoor Facilities Donation Policy

Agenda of: February 8, 2022

Council Action: **Adopted** **Amended:** _____
 Defeated

Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	<u>Brad Hanson</u>	January 26, 2022
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

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

This legislation (√):


- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Ordinance No. 22-001
2. Edits to City of Palmer Parks, Recreation and Outdoor Facilities Donation Policy 17-008-S

Summary Statement/Background:

In 2017 the Parks and Recreation Advisory Board passed a resolution supporting the Palmer City Council to adopt a Parks Donation Policy. When introduced in 2017, the policy contained language regarding memorials on public property. During discussion, the city council amended the proposed ordinance to eliminate memorials on public lands unless it was in conjunction with a donated park bench, picnic table, bicycle rack or a tree. Ordinance 17-008-S, City of Palmer Parks, Recreation, and Outdoor Facilities Donation Policy passed unanimously. City Council conducted three public hearings on the ordinance before the ordinance was passed.

Ordinance 17-008-S did not codify the policy language in Palmer Municipal Code (PMC). This ordinance enacts PMC Chapter 12.30 and includes language regarding memorials placed on Parks, Recreational Facilities and Outdoor Facilities. The ordinance if adopted creates standards and a criterion for the placement of memorials on or in park, recreational facilities, and outdoor facilities. This ordinance will give staff needed direction for the placement of memorials on or in public facilities in Palmer.

Ordinance 22-001 allows the Parks and Recreation Advisory Board with the concurrence of the city council to adopt standard components for parks, trails and outdoor facilities for park benches, picnic tables, bicycle racks and trees. Creating standard City of Palmer Parks, Recreational Facilities and Outdoor facilities will assist the city in fully developing parks. Acceptable standards for components and facilitate the donation process.

Included as an attachment are the edits proposed to Ordinance 17-008-S as a reference.

This ordinance does not amend how parks are named.

Administration's Recommendation:

Adopt Ordinance No. 22-001 Enacting Chapter 12.30 City of Palmer Parks, Facilities and Outdoor Facilities Donation/Memorial Policy.

LEGISLATIVE HISTORY

Introduced by:

Date:

Public Hearing:

Action:

Vote:

Yes:

No:

--	--

CITY OF PALMER, ALASKA

Ordinance No. 22-001

An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 12.30 City of Palmer Parks, Recreational Facilities and Outdoor Facilities Donation/Memorial Policy

WHEREAS, the city has public land that citizens enjoy throughout the year; and

WHEREAS, many citizens and visitors desire to assist and enhance these public lands through donating items; and

WHEREAS, many citizens contribute significantly to the quality of life in Palmer and should be memorialized on public property; and

WHEREAS, the Parks and Recreation Advisory Board (Board) developed and recommends an update to standard operating procedure for accepting and maintaining donations and for accepting memorials for public use at Parks, Recreational, and Outdoor facilities.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. The City of Palmer Parks, Recreational Facilities and Outdoor Facilities Donation/Memorial Policy is hereby enacted to read as follows:

12.30.010 Purpose and intent.

The purpose of this policy is to establish guidelines, standards, and procedures for the acceptance, installation, and care of donated park improvements, including memorial plaques, either as a result of a cash or physical property donation. These donations may include, but are not limited to, park benches, picnic tables, bicycle racks, trees, monuments, memorials, banners, interpretive signs, public art, and other types of park and trails accessories. This policy does not apply to buildings or land. The city desires to encourage donations while at the same time manage aesthetic impacts and mitigate on-going maintenance cost. Guidelines established by this policy will apply to all donations made after the effective date of this policy.

Donations will be incorporated into upcoming or ongoing park improvement projects. The development of public facilities is expected to be the result of careful planning and quality construction. In addition, public facilities are expected to be maintained to a standard acceptable to the community.

Standards established by this policy will apply to donated equipment, installation techniques, memorial plaques, donation plaques, decoration and long-term care of all donations made after the adoption of this policy. Materials and design of such donations shall be reviewed by the Board;

A. Donations approved by the Board as City Of Palmer (COP) standards item may be accepted by the Parks and Facility Manager.

B. The Board shall forward their recommendation as to the acceptance of the proposed donation to the city Council for final action on any non-standard park and facility donation.

12.30.020 Standards for Donations.

A. Acquisition or Purpose: The city and the community have an interest in ensuring that park and trail elements donated and installed be of high quality related to style, appearance, durability and ease of maintenance. The Board will be responsible for review and approval of material and design of all park elements. The Board may periodically approve COP standard items for park, trail, recreational facilities and outdoor facilities.

B. Appearance and Aesthetics: The city and the community have an interest in ensuring the best appearance and aesthetic quality of their public facilities. Park elements or Memorial Plaques and/or their associated donation acknowledgments should reflect the character of the park or facility. Prior to installation, the Board must determine that all park elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.

C. Cost: The city has an interest in ensuring that the donor covers the full cost of the donation, installation, and maintenance for the expected life cycle of donated park elements. A separate fee schedule is maintained in which the city will detail costs for donations, installation, and maintenance. The city also has an interest in ensuring that ongoing maintenance costs do not negatively impact the resources available for maintenance of other City Park facilities.

D. Maintenance: Donated Park elements and/or their associated donation plaques or memorial plaques, become city property. Accordingly, the city has the duty to maintain the donation only for the expected life cycle of the donation. (See Section 11 for more information on life cycle.) If current information is on file, the donor will be informed and given the opportunity to take further action at the expiration of the original life cycle.

E. Repair: The community has an interest in ensuring that all park elements remain in good repair. In addition, the public has an interest in ensuring that the short and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated Park elements must be of high quality to ensure a long life, be resistant to the elements, wear and tear, and to acts of vandalism.

12.30.030 Procedure for Making A Donation.

The City's Community Development office will manage all donations located on City Park, Recreational Facilities, and Outdoor facilities, with the assistance of the Parks Maintenance Crew.

A. Application: Applications are sent to the Community Development office to determine whether a donation may be accepted based upon criteria contained in this policy. Applications are available through the mail or in person at the Community Development office.

12.30.040 Criterial for Acceptance.

A. Park Plan: To accept donation of a park element for a specific park facility, a park plan must exist showing the available locations for park elements. If no plan exists or a plan exists but does not identify a particular park element proposed for donation then a donation may be accepted if the donation:

- 1) meets a true need of the facility;
- 2) not interfere with the intended current or future use or function of the facility;

3) not require the relocation of other equipment or infrastructure to accommodate the donation. In the opinion of the city, a facility may be determined to be fully developed and the opportunity for donations would not be available.

B. Donation Plaques: Donation plaques, as approved by the Board, are to be directly affixed to the donation and/or, are to be made of bronze and purchased through the city. Donation plaques will be a maximum 5" x 7" or 2" x 18" inches in size (depending on the donated item), utilize either "Palatine" or "Cheltenham Light" lettering and numbers, have a leatherette or travertine background texture, be of dark brown oxide stain and be manufactured by a city approved vendor to ensure highest quality, life and durability. In cases where bronze plaques are not feasible, the Board may approve alternative types.

In park bench applications, the donation plaque will be affixed to the front of the seat back of the bench. In picnic table applications, the donation a plaque will be affixed to the table top. In tree installation applications, the donation plaque will be installed on a post or on a stone next to the base of the tree.

C. Notification: It shall be the responsibility of the donor to provide the Community Development office with a current address for purposes of notification regarding their donation.

D. Memorial Plaques: Memorial plaques, as approved by the Parks and Recreation Advisory Board and confirmed by city council are reserved for individuals who, over the course of time, have made a significant contribution to the welfare of a park, recreational facility or outdoor facility. Applications for memorials are submitted by individuals or organizations and are acted upon at the next duly noticed public meeting for the Parks and Recreation Advisory Board. A resolution by the Parks and Recreation Advisory Board is then forwarded to City Council for final resolution. A person memorialized must have been deceased for a minimum of one year, or an event must have occurred a minimum of one year prior, for an application to be submitted. Donated memorial plaques are reserved for individuals/events who have had an instrumental role in the promotion, establishment, maintenance, administration, or leadership of a park, recreational facility or outdoor facility. This may include an organization, member of an organization or an individual who has donated indirectly to the development of a park, recreational facility, or outdoor facility. To accept a memorial plaque for a specific park, recreational facility, or outdoor facility it must meet the Standards for Donations in Section 12.30.020 of the Parks, Recreational and Outdoor Facilities Donation/Memorial Policy. Memorial Plaques as approved by the board shall meet the Criteria for Acceptance set forth in Section 12.30.040 B of the Parks, Recreational Facilities and Outdoor Facilities Donation/Memorial Policy. The memorial plaque must be an element of an adopted memorial area within the park, recreational facility or outdoor facility. If the Memorial is not an element of a memorial area it must:

- 1) meet a true need of the facility;
- 2) not interfere with the intended current or future use or functionality of the facility;
- 3) not require the relocation of other equipment or infrastructure to accommodate the donation;
- 4) have timeless qualities and makes a statement of significance to future generations;
- 5) represent a person or event deemed significant to Palmer's history.

12.30.050 Park Benches, Picnic Tables, & Bicycle Racks.

Park benches, picnic tables, bicycle racks, and playground components may be placed in locations approved by the Board in accordance with an available site plan approved by City Council. Items donated must be of a product approved by the Board, and these items become city property at time of donation.

12.30.060 Trees.

Landscaping and plant selection for park facilities is critical due to the wind conditions, soils, and winter weather in Palmer. Accordingly, location, size and species of tree or trees proposed for donation shall be limited to those reviewed and recommended by the Board. The Board shall forward their recommendation as to the acceptance of the proposed tree(s) to City Council for final action.

Trees will only be accepted for areas with suitable soils for the species and areas that have access to public water supply in place.

A. Minimum Tree Size:

Coniferous trees shall have a minimum height of six feet (6'); and

Deciduous trees shall have a minimum caliper (diameter or thickness) of two inches (2").

B. Prohibited Plant Species:

Acerplatanoides	Norway Maple
Aegopodium podagraria	Bishop's Weed
Berberis sp.	Barberry
Caragana arborescens	Siberian Pea Shrub
Eleagnus sp	Russian Olive
Euonymus alatus	Burning Bush
Fallopia japonica	Japanese Knotweed
Ligistrum sp	Privet
Lonicera japonica	Japanese Honeysuckle
Polygonum sp	Knotweed
Populus alba	White Poplar
Prunus padus	European Bird Cherry
Rosa multiflora	Multiflora Rose
Sorbaria sorbifolia	False Spirea
Sorbus aucuparia	European Mountain Ash
Viburnum opulus	European Cranberry Bush

12.30.070 Monuments.

Upright monuments or monuments resembling those typically found in cemeteries may not be installed at any City Park facility. Exceptions to this policy are monuments installed by the city commemorating the history and/or dedication of a park facility.

12.30.080 Interpretive & Other Donated Park Signs.

Interpretive and other donated park signs may be accepted when recommended by the Board. The Board shall forward their recommendation as to the acceptance of the proposed sign to City Council for final action. Signs shall be consistent with any adopted city way finding standards may be installed at sites that are appropriate for describing the history, geology, environment, and flora and fauna of a particular area. Interpretive signs shall be of a size that is in keeping with the character of the site. Interpretive signs shall be of a design that meets requirements for access to the disabled. Interpretive signs shall be designed in such a manner that is consistent with other interpretive signs on the site. Interpretive signs shall be constructed of materials that are of high quality, vandal resistant, and able to withstand harsh environmental conditions.

12.30.090 Other Donations.

There may be donations possible, other than those expressly listed or contained within this policy. The Board may, at their discretion, review any donation proposal and forward a recommendation. The city may accept those donations subject to approval by the City Council.

12.30.100 Conditions

A. Installation: Installation of donated park equipment will be scheduled at a time and date as determined by parks maintenance crew so as not to unnecessarily interfere with routine park maintenance activities. Placement of the equipment may not pose a safety risk to users of the public space or impede mowing, drainage or public access.

B. Removal and/or Relocation: This section applies to both existing and new donations. The city reserves the right to remove and/or relocate donated park equipment and their associated donation acknowledgments/plaques, when they interfere with site safety, maintenance, or construction activities. In accordance with previously stated procedures in this policy, the city will send a registered letter to each identifiable donor notifying the donor of any action related to the disposition or relocation of the donation. In certain situations, such as safety or emergency situations, the notification may be made after the action taken.

In the event a donation must be permanently removed; the city will, in best effort, seek an alternative location consistent with this policy.

12.30.110 Maintenance and Repair.

The long-term care and maintenance of donated park elements is important to both the donor and the city.

A. Life Cycle Care Fund: The city may require the establishment of the Life Cycle Care Fund to ensure that the city will care for the donation/memorial for the estimated life of the donation/memorial, or until such time the city determines the donation must be removed and/or relocated for unforeseen circumstances. The establishment of a Life Cycle Care Fund applies to all donated park elements installed after the adoption of this policy.

The fund is established with the intent of providing a regular revenue source dedicated and sufficient to reasonably maintain future donations for the duration of their expected life cycle. The cost of a donation will include the cost of purchase and installation, and the funds estimated to be sufficient, based upon the expected life cycle, for maintenance of the donated item. The expected life cycle, routine maintenance and element costs are identified in a separate schedule. This schedule is maintained administratively and may be modified from time to time to ensure that sufficient resources are available to maintain donations.

Accordingly, the city will determine the level of maintenance required for the donated property based upon available budget funding and the type of care needed to reasonably maintain the donation.

At the end of the life-cycle term, the donor may choose to extend the life-cycle term by paying for the current value of a new donation if deemed necessary by the Board and its associated maintenance cost. The city reserves the right to seek a new donor for the donation at the end of the established life cycle should the original donor choose not to renew the donation, or if the city has not been able to contact the original donor.

Section 4. Effective Date. Ordinance No. 22-001 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2022.

Steve Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk

Original Parks (17-008-S) Donation Policy with Edits for Chapter 12.30

An Ordinance of the Palmer City Council Enacting

WHEREAS, the City has public land that citizens enjoy throughout the year; and

WHEREAS, many citizens and visitors desire to assist and enhance these public lands through donating items; and

WHEREAS, many citizens contribute significantly to the quality of life and should be memorialized on public property; and

WHEREAS, the Parks, Recreation and Cultural Resources Advisory Board developed and recommends an update to standard operating procedure for accepting and maintaining donations and for accepting memorials for public use at Parks, Recreational, and Outdoor facilities and.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. The City of Palmer Parks, Recreational Facilities and Outdoor Facilities Donation/Memorial Policy is hereby adopted to read as follows:

1. PURPOSE

The purpose of this policy is to establish guidelines, standards, and procedures for the acceptance, installation, and care of donated park improvements, including memorial plaques, either as a result of a cash or physical property donation. These donations may include, but are not limited to, park benches, picnic tables, bicycle racks, trees, monuments, memorials, banners, interpretive signs, public art, and other types of park and trails accessories. This policy does not apply to buildings or land. The city desires to encourage donations while at the same time manage aesthetic impacts and mitigate on-going maintenance cost. Guidelines established by this policy will apply to all donations made after the effective date of this policy.

Donations will be incorporated into upcoming or ongoing park improvement projects. The development of public facilities is expected to be the result of careful planning and quality

construction. In addition, public facilities are expected to be maintained to a standard acceptable to the community.

~~Guidelines established by this policy will apply to all donations made after the effective date of this policy. This policy is also designed to provide guidelines for individuals or groups should they desire to decorate, landscape or adorn a donation, such as a tree, bench, or picnic table on City owned or City maintained property.~~

Standards established by this policy will apply to donated equipment, installation techniques, memorial plaques, donation plaques, decoration and long-term care of all donations made after the adoption of this policy. Materials and design of such donations shall be reviewed by the Palmer Parks, Recreation and Cultural Resources Advisory Board (the Board);

A. Donations approved by the Board as COP Palmer standards item may be accepted by the Parks and Facility Manager.

B. The Board shall forward their recommendation as to the acceptance of the proposed donation to City Council for final action on any non-standard park and facility donation.

2. STANDARDS FOR DONATIONS

A. Acquisition or Purpose: The City and the community have an interest in ensuring that park and trail elements donated and installed be of high quality related to style, appearance, durability and ease of maintenance. The Board will be responsible for review and approval of material and design of all park elements. The Board may approve periodically COP standard items for park, trail, recreational facilities and outdoor facilities.

B. Appearance and Aesthetics: The City and the community have an interest in ensuring the best appearance and aesthetic quality of their public facilities. Park elements or Memorial Plaques and/or their associated donation acknowledgments should reflect the character of the park or facility. Prior to installation, the Board must determine that all park elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.

C. Cost: The City has an interest in ensuring that the donor covers the full cost of the donation, installation, and maintenance for the expected life cycle of donated park elements. A separate fee schedule is maintained in which the city will detail costs for donations, installation, and maintenance. The city also has an interest in ensuring that ongoing maintenance costs do not negatively impact the resources available for maintenance of other City Park facilities. ~~Consequently, the City will assess, at the time of donation, a charge sufficient to cover anticipated ongoing maintenance of donated park elements during their expected life expectancy.~~

D. Maintenance: Donated Park elements and/or their associated donation plaques or memorial plaques, become City property. Accordingly, the city has the duty to maintain the donation only for the expected life cycle of the donation. (See Section 11 for more information on life cycle.) If current information is on file, the donor will be informed and given the opportunity to take further action at the expiration of the original life cycle.

E. Repair: The community has an interest in ensuring that all park elements remain in good repair. In addition, the public has an interest in ensuring that the short and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated Park elements must be of high quality to ensure a long life, be resistant to the elements, wear and tear, and to acts of vandalism.

3. PROCEDURE FOR MAKING A DONATION

The City's Community Development office will manage all donations located on City Park, Recreational Facilities, and Outdoor facilities property, with the assistance of the Parks Maintenance Crew.

A. Application: ~~The donor must contact~~ The Applications are sent to the Community Development office to determine whether a donation may be accepted based upon criteria contained in this policy. ~~If a donation can be accepted, the donor will complete an application form.~~ Applications are available through the mail or in person at the Community Development office.

4. CRITERIA FOR ACCEPTANCE

A. Park Plan: To accept donation of a park element for a specific park facility, a park plan must exist showing the available locations for park elements. If no plan exists or a plan exists but does not identify a particular park element proposed for donation then a donation may be ~~made to another facility~~ accepted if the donation 1) meets a true need of the facility, 2) not interfere with the intended current or future use or function of the facility and 3) not require the relocation of other equipment or infrastructure to accommodate the donation. In the opinion of the city, a facility may be determined to be fully developed and the opportunity for donations would not be available.

B. Donation Plaques: Donation plaques, as approved by the Board, are to be directly affixed to the donation and/or, are to be made of bronze and purchased through the City. Donation plaques will be a maximum 5" x 7" or 2" x 18" inches in size (depending on the donated item), utilize either "Palatine" or "Cheltenham Light" lettering and numbers, have a leatherette or travertine background texture, be of dark brown oxide stain and be manufactured by a City approved vendor to ensure highest quality, life and durability. In cases where bronze plaques are not feasible, the Board may approve alternative types.

In park bench applications, the donation plaque will be affixed to the front of the seat back of the bench. In picnic table applications, the donation a plaque will be affixed to the table top. In tree installation applications, the donation plaque will be installed on a post or on a stone next to the base of the tree.

C. Notification: It shall be the responsibility of the donor to provide the Community Development office with a current address for purposes of notification regarding their donation. ~~For the purposes of notification, the City will send a certified letter to the donor, notifying the donor of changes related to the status of their donation (i.e. a need to remove, relocate, or comply with conditions set forth in this policy).~~

D. Memorial Plaques: Memorial plaques, as approved by the Parks and Recreation Advisory Board and confirmed by city council are reserved for individuals who, over the course of time, have made a significant contribution to the welfare of a park, recreational facility or outdoor facility. Applications for memorials are submitted by individuals or organizations and are acted upon at the next duly noticed public meeting for the Parks and Recreation Advisory Board. A resolution by the Parks and Recreation Advisory Board is then forwarded to City Council for final resolution. A person memorialized must have been deceased for a minimum of one year, or an event must have occurred a minimum of one year ago for an application to be submitted.

Donated memorial plaques are reserved for individuals/events who have had an instrumental role in the promotion, establishment, maintenance, administration, or leadership of a park, recreational facility or outdoor facility. This may include an organization, member of an organization or an individual who has donated indirectly to the development of a park, recreational facility or outdoor facility.

To accept a memorial plaque for a specific park, recreational facility or outdoor facility it must meet the Standards for Donations in Section 2 of the Parks, Recreational and Outdoor Facilities Donation/Memorial Policy. Memorial Plaques as approved by the board shall meet the Criteria for Acceptance set forth in Section 4B of the Parks, Recreational Facilities and Outdoor Facilities Donation/Memorial Policy. The memorial plaque must be an element of an adopted memorial area within the park, recreational facility or outdoor facility. If the Memorial is not an element of a memorial area it must: 1) meet a true need of the facility, 2) not interfere with the intended current or future use or functionality of the facility and 3) not require the relocation of other equipment or infrastructure to accommodate the donation. 4) The memorial has timeless qualities and makes a statement of significance to future generations. 5) The memorial represents a person or event deemed significant to Palmer's history.

5. PARK BENCHES, PICNIC TABLES, & BICYCLE RACKS

Park benches, picnic tables, bicycle racks, and playground components may be placed in locations approved by the Board in accordance with an available site plan approved by City Council. Items donated must be of a product approved by the Board, and these items become City property at time of donation.

6. TREES

Landscaping and plant selection for park facilities is critical due to the wind conditions, soils, and winter weather in Palmer. Accordingly, location, size and specie of tree or trees proposed for donation shall be limited to those reviewed and recommended by the Board. The Board shall forward their recommendation as to the acceptance of the proposed tree(s) to City Council for final action.

Trees will only be accepted for areas with suitable soils for the species and areas that have access to public water supply in place.

A. Minimum Tree Size:

Coniferous trees shall have a minimum height of six feet (6'); and
Deciduous trees shall have a minimum caliper (diameter or thickness) of two inches (2").

B. Prohibited Plant Species:

Acerplatanoides	Norway Maple
Aegopodium podagraria	Bishop's Weed
Berberis sp.	Barberry
Caragana arborescens	Siberian Pea Shrub
Eleagnus sp	Russian Olive
Euonymus alatus	Burning Bush
Fallopia japonica	Japanese Knotweed
Ligistrum sp	Privet
Lonicera japonica	Japanese Honeysuckle

Polygonum sp
Populus alba
Prunus padus
Rosa multiflora
Sorbaria sorbifolia
Sorbus aucuparia
Viburnum opulus

Knotweed
White Poplar
European Bird Cherry
Multiflora Rose
False Spirea
European Mountain Ash
European Cranberry Bush

7. MONUMENTS

Upright monuments or monuments resembling those typically found in cemeteries may not be installed at any City Park facility. Exceptions to this policy are monuments installed by the City commemorating the history and/or dedication of a park facility.

8. INTERPRETIVE & OTHER DONATED PARK SIGNS

Interpretive and other donated park signs as recommended by the Board. The Board shall forward their recommendation as to the acceptance of the proposed sign to City Council for final action. Signs shall be consistent with any adopted City way finding standards may be installed at sites that are appropriate for describing the history, geology, environment, and flora and fauna of a particular area. Interpretive signs shall be of a size that is in keeping with the character of the site. Interpretive signs shall be of a design that meets requirements for access to the disabled. Interpretive signs shall be designed in such a manner that is consistent with other interpretive signs on the site. Interpretive signs shall be constructed of materials that are of high quality, vandal resistant, and able to withstand harsh environmental conditions.

9. OTHER DONATIONS

There may be donations possible, other than those expressly listed or contained within this policy. The Board may, at their discretion, review any donation proposal and forward a recommendation. The City may accept those donations subject to approval by the City Council.

10. CONDITIONS

A. Installation: Installation of donated park equipment will be scheduled at a time and date as determined by parks maintenance crew so as not to unnecessarily interfere with routine park maintenance activities.

Placement of the equipment may not pose a safety risk to users of the public space or impede mowing, drainage or public access.

B. Removal and/or Relocation: This section applies to both existing and new donations. The City reserves the right to remove and/or relocate donated park equipment and their associated donation acknowledgments/plaques, when they interfere with site safety, maintenance, or construction activities. In accordance with previously stated procedures in this policy, the City will send a registered letter to each identifiable donor notifying the donor of any action related to the disposition or relocation of the donation. In certain situations, such as safety or emergency situations, the notification may be made after the action taken.

In the event a donation must be permanently removed; the City will, in best effort, seek an alternative location consistent with this policy.

11. MAINTENANCE AND REPAIR

The long-term care and maintenance of donated park elements is important to both the donor and the city.

A. Life Cycle Care Fund: The establishment of the Life Cycle Care Fund ensures that the City will care for the donation for the estimated life of the donation, or until such time the City determines the donation must be removed and/or relocated for unforeseen circumstances. The establishment of a Life Cycle Care Fund applies to all donated park elements installed after the adoption of this policy.

The fund is established with the intent of providing a regular revenue source dedicated and sufficient to reasonably maintain future donations for the duration of their expected life cycle. The cost of a donation will include the cost of purchase and installation, and the funds estimated to be sufficient, based upon the expected life cycle, for maintenance of the donated item. The expected life cycle, routine maintenance and element costs are identified in a separate schedule. This schedule is maintained administratively and may be modified from time to time to ensure that sufficient resources are available to maintain donations.

Accordingly, the City will determine the level of maintenance required for the donated property based upon available budget funding and the type of care needed to reasonably maintain the donation.

At the end of the life-cycle term, the donor may choose to extend the life-cycle term by paying for the current value of a new donation if deemed necessary by the Board and its associated maintenance cost. The City reserves the right to seek a new donor for the donation at the end of the established life cycle should the original donor choose not to renew the donation, or if the City has not been able to contact the original donor.

Section 4. Effective Date. Ordinance No. 21-0XX shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this _____ day of _____, 2022.

A. CALL TO ORDER:

A regular meeting of the Palmer City Council was held on January 11, 2022, in the Council Chambers, Palmer, Alaska. Mayor Carrington called the meeting to order at 6:00 p.m.

B. ROLL CALL:

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

Steve Carrington, Mayor	Sabrena Combs
Pamela Melin, Deputy Mayor	Brian Daniels
Jill Valerius (on Zoom)	Richard Best (on Zoom)

Staff in attendance were the following:

John Moosey, City Manager (on Zoom)	Shelly M. Acteson, CMC, City Clerk
Sarah Heath, City Attorney	

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a) **Action Memorandum No. 22-001:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection for Turkey Red Liquor License No. 4758 of Licensed Premises Diagram Change
 - b) **Action Memorandum No. 22-002:** Authorizing the City Manager to Negotiate and Execute a Management Services Contract with Eagle Golf Course Management, Inc. for the Operation of the Palmer Municipal Golf Course to Reflect 2022 Payments
 - c) **Action Memorandum No. 22-003:** Authorizing the City Manager to Sign Palmer Museum of History and Art's Contract Amendment No. 10 for Care, Custody and Control of Historical Artifacts Owned by the City in the Amount of \$55,400 to Reflect 2022 Payments
 - d) **Action Memorandum No. 22-004:** Authorizing the City Manager to Sign Amendment No. 2, Palmer Museum of History and Art's Management Service Contract Amendment for Operation of the Visitor Center in the Amount of \$71,115 to Reflect 2022 Payments
 - e) **Action Memorandum No. 22-005:** Authorize the City Manager to Execute a Contract Addendum with HDL Engineering Consultants, LLC in the Amount of \$124,272 for the Additional Design Work Associated with the 2021 Taxiway (N) November Design Project for the New Aircraft Parking Apron E
 - f) **Action Memorandum No. 22-006:** Confirming the Mayor's Nomination of Richelle Carmichael for Appointment to the Parks and Recreation Advisory Board with Term Ending December 31, 2024
2. Approval of Minutes of Previous Meetings
 - a) November 23, 2021, Special and Regular Meeting

b) December 7, 2021, Special Meeting

Council Member Best requested to move item D. 1. a. to New Business. There were no objections.

Main Motion: To approve the Consent Agenda as amended and Minutes.

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

E. COMMUNICATION AND APPEARANCE REQUESTS

F. REPORTS

1. City Manager’s Report

Community Development Director Brad Hanson introduced community member Brad Zirkle, who volunteered to help fix the train engine by the Depot that was damaged during the recent windstorm.

City Manager John Moosey reported on the following:

- Welcomed new City Attorney Sarah Heath.
- Deputy Mayor’s presentation to the local legislators.
- Governor’s budget included funds for the City’s Wastewater Clarifier Project.
- Request for Proposals for IT Services, newspaper notice publications, and meeting broadcast services.
- City Disaster Declaration executed.
- Mat-Su Borough Disaster Relief information request of businesses and residents.
- 41 years of service to the city by employee Joan Patterson

2. Mayor’s Report

Deputy Mayor Melin provided an overview of the Valley Mayors and Managers Meeting.

Mayor Carrington reported on the following:

- City Disaster Declaration.
- Council Seat vacancy process.

Discussion followed regarding the vacancy process.

3. City Clerk’s Report

City Clerk Shelly Acteson reported on the following:

- Recall petitions were filed with the Clerk today.

4. City Attorney Report

City Attorney Sarah Heath reported on the following:

- Timeline of the council vacancy process according to the Code.

G. AUDIENCE PARTICIPATION

Cindy Hudgins:

- Commented on submitting the signatures for the three recall petitions to the City Clerk today.

Jackie Goforth:

- Referenced AS 44.62.310 violations and the Mat-Su Moms for Justice Facebook Group.
- Referenced the City Code of Ethics document.
- Demanded that the three council members that were the subject of the recall petitions, are hoist by their own petard.

Mike Chmielewski:

- Welcomed the new City Attorney.
- Spoke in favor of the city updating its website to be informative and useful for the public, especially during a crisis like the windstorm.

H. PUBLIC HEARINGS

- 1. Resolution 22-006:** Authorize the City Manager to advance \$899,910.28 from the General Fund Unassigned Fund Balance to the Wastewater Treatment Plant Phase 2 Project for the Second Tranche of Coronavirus State and Local Fiscal Recovery Funds

Mayor Carrington opened the public hearing on Resolution No. 22-006. Seeing no one come forward and hearing no objection from the Council, Mayor Carrington closed the public hearing.

Main Motion: To Adopt Resolution No. 22-006

Moved by:	Valerius
Seconded by:	Combs
Vote:	Unanimous
Action:	Motion Carried

I. UNFINISHED BUSINESS

J. NEW BUSINESS

- 1. Action Memorandum No. 22-001:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection for Turkey Red Liquor License No. 4758 of Licensed Premises Diagram Change

Main Motion: To Approve Action Memorandum No. 22-001

Moved by:	Melin
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

Council Member Best inquired if the Clerk had received any comments on the proposed change. The Clerk stated no comments had been received.

K. RECORD OF ITEMS PLACED ON THE TABLE

L. AUDIENCE PARTICIPATION

Jacki Goforth:

- Read aloud a Mat-Su Moms for Justice post and commented on the worldwide effects of the black lives matter group.

Cindy Hudgins:

- Questioned if the council members subject to the recall really care about Palmer.
- Stated if those members truly loved Palmer, they would just resign and save the city the cost of a recall election.

M. EXECUTIVE SESSION

N. COUNCIL COMMENTS

Council Member Daniels and Council Member Valerius:

- Welcomed new city Attorney Sarah Heath.
- Thanked the MEA linemen and countless others who helped during the recent windstorm.

Council Member Best:

- Reiterated other members' comments and reminded Council of the keep in mind the Golden Heart Award.
- Spoke with pride of the community members during the storm.

Deputy Mayor Melin:

- Gave a shout out to our first responders.
- Noted that many acts of kindness were observed during the storm and its aftermath.
- Suggested the city and Borough come together to adopt a 211-information option for residents to rely on.

O. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:53 p.m.

APPROVED this ____ day of February, 2022.

Shelly M. Acteson, CMC, City Clerk

Steve Carrington, Mayor

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on January 25, 2022, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor Carrington called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Steve Carrington, Mayor	Sabrena Combs (participated telephonically)
Pamela Melin, Deputy Mayor	Brian Daniels
Richard W. Best (participated telephonically)	Jill Valerius (participated telephonically)

Staff in attendance were the following:

John Moosey, City Manager	Sarah Heath, City Attorney
Shelly M. Acteson, CMC, City Clerk	Holly Dubose, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a) **Action Memorandum No. 22-007:** To Authorize the City Manager to Execute a New Lease with Birdhouse Holdings, LLC on Helipad Lease Lot's 1 and 2 Block 3, Palmer Municipal Airport for the Purpose of Constructing a New Aircraft Hangar
 - b) **Action Memorandum No. 22-008:** Authorize the City Manager to Purchase One TR310 Case Compact Track Loader and Attachments under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230 by attaching to the Sourcewell Contract#32119-CNH awarded to CNH Industrial America LLC
2. Approval of Minutes of Previous Meetings
 - a) December 14, 2021, Regular Meeting

Main Motion: To Approve the Agenda, Consent Agenda, and Minutes,

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

E. COMMUNICATION AND APPEARANCE REQUEST

F. REPORTS

1. City Manager's Report
City Manager Moosey reported the following:
 - Letter of Support for the Governor's 2023 Bond Program.
 - Met with Mayors & Murkowski on Making America Better partnership.

2. Mayor's Report

Mayor Carrington reported on the following:

- Interviews conducted for the open council member position.
- Attendance in the Arctic Symposium Program via zoom.
- City of Palmer hosted a Managers and Mayor meeting in Council Chambers.

3. City Clerk's Report

City Clerk Acteson reported the following:

- Recall petition has sufficient number of signatures.
- Official notification of timeline will be at February 8, 2022, Regular Council Meeting.
- Introduction of Holly Dubose, Deputy City Clerk.

4. City Attorney's Report

City Attorney Heath reported the following:

- Asked for clarification from Council on how they would like the process and updates on Council Members seeking Attorney insight.

G. OATH OF OFFICE NEW COUNCIL MEMBER

Council Member Carolina Anzilotti was sworn in as a new Council Member by City Clerk Acteson.

H. AUDIENCE PARTICIPATION

Diane Firmani:

- Addressed the removal of her late husband Dave "The Hammer" memorial plaque removed from the MTA Events Center

Mike Coons:

- Asked where the money for the special election comes from.
- Asked for the resignation of Council Members Combs, Daniels and Valerius.
- Commented in favor of opening the Alcan Highway for food to come into Alaska.

Brice Burkhart:

- Provided clarification on Council grant for Who Let the Girls Out.

Dickey Hudgins:

- Commented unfavorably on Moms for Social Justice Matter Facebook group.

Kerry Saunders:

- Encouraged Council to rehang plaque for "The Hammer".

Mike Chmielewski:

- Expressed confusion about process of discussion that happened among Council Members concerning rehanging the plaque.
- Encouraged new staff and Council Member to speak up and ask questions.

Jackie Goforth:

- Provided open meetings act info from the City of Fairbanks.
- Commented on the City's Ethics Policy.

I. PUBLIC HEARINGS

No public hearings were held.

J. UNFINISHED BUSINESS

K. NEW BUSINESS

1. **Action Memorandum No. 22-009:** Approving a Council Community Grant to United Way of Mat-Su

Main Motion: AM 22-009, CC Grant to United Way, requested \$2,500

Moved by:	Combs
Seconded by:	Daniels
Vote:	Unanimous
Action:	Tabled

Council Member Best questioned the use of the funds. Manager Moosey and Council Member Combs provided additional information.

Primary Amendment #1: To Amend amount from \$2,500 to \$1,500

Moved by:	Melin
Seconded by:	N/A
Vote:	No vote
Action:	Motion Failed for Lack of a second

Primary Amendment #2: To Table Action on AM 22-009, until the next meeting, awaiting more information from United Way of Mat-Su

Moved by:	Best
Seconded by:	Melin
Vote:	Unanimous
Action:	Motion carried

2. Action Memorandum No. 22-010: Approving a Council Community Grant to Who let the Girls Out

Main Motion: Action Memorandum No. 22-010: Approving a Council Community Grant to Who let the Girls Out

Moved by:	Combs
Seconded by:	Daniels
Vote:	Unanimous
Action:	Motion Carried as amended

Primary Amendment #1: To Amend amount from \$2,500 to \$1,500

Moved by:	Melin
Seconded by:	Combs
Vote:	Unanimous
Action:	Motion Carried

3. **Action Memorandum No. 22-011:** the Authorizing City Manager to Negotiate and Execute a Three-year Brand License Agreement with Matanuska Telephone Association for the MTA

Main Motion: Action Memorandum No. 22-011: Authorizing the City Manager to Negotiate and Execute a Three-year Brand License Agreement with Matanuska Telephone Association for the MTA Events Center

Moved by:	Combs
Seconded by:	Valerius

Vote:	Unanimous
Action:	Motion Carried

L. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Acteson reported correspondence pages and white paper were Items Placed on the Table.

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

- Correspondence from Mike Coons.
- White paper from Economic review from John Moosey.
- Correspondence from Sammye Pokryfki.

M. AUDIENCE PARTICIPATION

Mike Coons:

- Encouraged the Council Members to write a letter to Joe Biden to lift vaccine mandate to allow truckers into Canada.

Dickey Hudgins:

- Spoke regarding United Way allocations and his disapproval of some of the ways that money is used in the city.

Eric Anderson:

- Spoke regarding plaque placement discussion and the great character of “The Hammer”.
- Encouraged Council to do their homework on ordinances and policies prior to meetings.

Jackie Goforth:

- Recited from the City code of ethics.
- Demand of resignation of Council Members that are the subject of current recall petitions.

Brice Burkhart:

- Gave appreciation for grant approval for the Who Let The Girls Out event.

N. COUNCIL COMMENTS

Council Member Daniels:

- Welcomed New Council Member Carolina Anzilotti.
- Apologized to the family of Dave “The Hammer” and requested support for directing the City Manager to find an appropriate place to put up the memorial plaque while the Council revisits the memorial/donation policy. Deputy Mayor Melin offered support in the form of a second.

Council Member Best objected and requested a formal vote of the body.

Main Motion: To Direct the City Manager to find a temporary place to hang the plaque while the Council works on the donation/memorial policy.

Moved by:	Daniels
Seconded by:	Melin
Vote:	3-Yes/ 4-No; opposed – Valerius, Best, Combs, and Anzilotti
Action:	Motion Failed

Council Member Best provided a detailed explanation for his objection, noting that it would not be fair to the Hammer family to temporarily put the plaque up and then possibly having to remove it based on the revised policy. Discussion followed.

Deputy Mayor Melin:

- Apologized to the Hammer family and looks forward to moving forward with a revised policy.

Council Member Combs:

- Spoke in favor a permanent solution versus a quick fix for the donation policy issue.
- Welcomed the new Deputy City Clerk.

O. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:35 p.m.

Approved this ____ day of _____, 2022.

Shelly M. Acteson, CMC, City Clerk

Steve Carrington, Mayor

FACT SHEET

Glenn Highway MP 34-42 Projects

Glenn Highway MP 34-42 Reconstruction, Project Number 0A15024/Z581040000

Parks Highway to Old Glenn Highway Pathway, Project Number 0A15032/CFHWY00029

Colleen Street Intersection and Frontage Road, Project Number 0A15033/CFHWY00006

Description

The purposes of the Glenn Highway Milepost (MP) 34-42 projects are to accommodate increasing traffic and reduce safety risks. Crews will complete construction of all three projects in two phases as described below. These projects will add lanes, widen shoulders, add turn lanes and frontage roads, and add a separated pathway. The final roadway will be a four-lane divided highway from the Parks Highway to West Arctic Avenue.

Phase 1 COMPLETE

The phase 1, South Inner Springer Loop to West Arctic Avenue, is complete. We hope the public is enjoying the new pathway from Bogard to Outer Springer.

Phase 2 Current Status

Phase 2 design is complete and utility relocation designs are ongoing. Due to continuing coordination efforts, construction of the phase 2 roadway and pathway is expected to begin in 2022, pending availability of funding, etc., and take two seasons.

The Colleen Street Intersection and Frontage Road project is included in phase 2. The scope includes a traffic signal on the Glenn Highway to connect South Colleen Street and East Bradley Lake Avenue on the west side and East Grandview Road on the east side to the Glenn Highway. A railroad siding is also planned between Outer Springer Loop and the fairgrounds.

For more information

Contact the project team with questions, concerns, comments, or compliments any time.

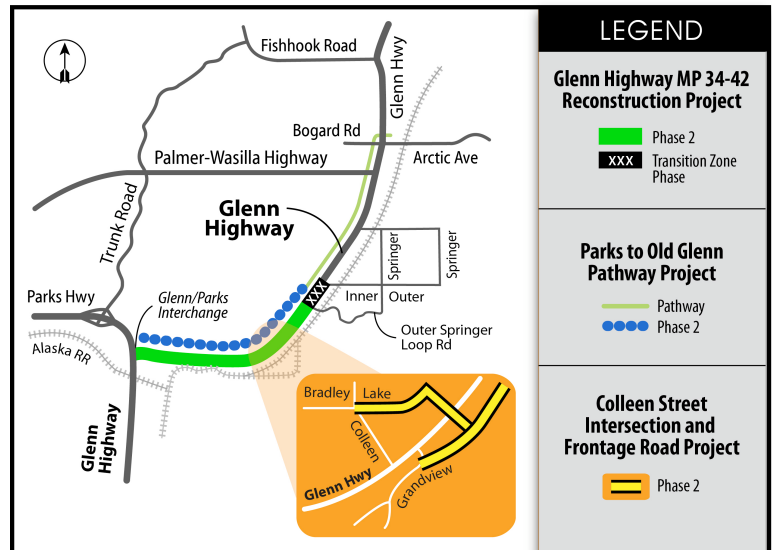
Project Team

Anne Brooks, P.E.
Public Involvement Coordinator
Brooks & Associates
(907) 242-6405
anne.brooksalaska@gmail.com

Dennis Linnell, P.E.
Design Project Manager
HDL Engineering Consultants
(907) 564-2120
dlinnell@hdlalaska.com

Sean Baski, P.E.
Project Manager
DOT&PF
(907) 269-0547
sean.baski@alaska.gov

PROJECTS MAP



Project website: www.brooks-alaska.com/glennhighway

Updated 4/28/2021

Mayor's Report for January 25, 2022

The Golden Heart

The purpose of the *Golden Heart Lifetime Achievement Award* is to honor a member of the Palmer community that has exhibited kindness, passion, and the unwavering pioneering spirit of Palmer.

In PMC 2.04.150 the council is to submit nominations and select a winner or winners by the 2nd meeting in January so the mayor can award them by February 14. We missed this deadline, but I would ask council to submit nominations by February 8 meeting so we can select winners and then award them at our February 22 meeting later this month.

Logistically the City Clerk's Office assists in accepting nominations and agenda documents. The City Manager's Office prepares the certificates, orders cake, and gets meeting beverages. Council Members contacts the recipients they nominated to set up them coming to the 1st meeting in February.

Golden Heart Lifetime Achievement Award Winners

- 2014
 - Leisa Carrick
 - Ruth Estelle
 - Pat Lawton
 - Denise Statz
- 2015
 - No award was given this year
- 2016
 - Wayne Bouwens
 - Janette Bower
 - Jo Ehmann
 - Ken Erbey
- 2017
 - Stan Guthrie
 - Eve Hermon
 - Gene Horner
- 2018
 - Linda Combs
- 2019
 - Howard Bess
 - Richard Best
 - Janet Kincaid
 - MariJo Parks
- 2020
 - Dr. Alex Hill
 - Betty Pierce
 - Gary Wolf
- 2021
 - Joan Patterson
 - Ailis Vann
 - Randi Bernier
 - Terry Snyder

I would also like to highlight an ongoing project of the Palmer Fire & Rescue Explorers. Interested teens should contact Chief Chad Cameron at 907-745-3854 for more information. Following is their flyer:



Palmer Fire & Rescue EXPLORERS



Join a pathway to a career in emergency services! The Palmer Fire & Rescue Explorers program offers hands on Fire, Rescue and EMS training.

Gain confidence in yourself and learn to deal with high stress situations.

Serve your community in a meaningful way.

Be a part of the Palmer Fire Family!

Explorers must be 14 years of age and graduated from middle school.

Must maintain a 2.0 GPA with no F's.

Explorers are welcome at Palmer Fire & Rescue regular Monday night trainings from 7:00 PM to 9:00PM and at Explorer night every other Tuesday from 7:00 PM to 9:00 PM.



If interested contact
Joan at: 907-745-
3709x1

or Scan the QR code
for an application.





Shelly M. Acteson, CMC
City Clerk

Phone: (907) 761-1301
Direct: (907) 761-1321
Fax: (907) 761-1340
Email: cityclerk@palmerak.org

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

CITY CLERK'S CERTIFICATE

***Certification of Recall Petitions for Council Members Sabrena Combs,
Brian Daniels, and Jill Valerius***

I, the undersigned, qualified Clerk of the City of Palmer, Alaska, and keeper of the records of the Council, **DO HEREBY CERTIFY:**

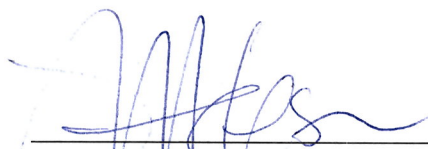
That, on October 25, 2021, application for recall petitions were duly filed in my office. On November 4, 2021, I certified the applications as sufficient in meeting the requirements of AS 29.26.260(c).

That, I prepared the recall petitions as required by AS 29.26.270 and issued the petitions on November 12, 2021. The number of signatures to be secured on each petition was 169, which is equivalent to 25 percent of the number of votes cast at the last City election.

That, at the request of the sponsors of the recall petitions, my office issued 9 petition booklets. The signatures were to be secured within 60 days of issuance of the petitions. On January 11, 2022, the main contact for the recall petition filed 9 petition booklets as a single instrument. It was noted that one petition booklet was not used, (Petition Booklet No. 5.).

That, I reviewed the signatures in accordance with AS 29.26.270-290, and I have verified that the petitions filed contains more than the 169 valid signatures required by Alaska Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palmer this 21st day of January, 2022.



Shelly M. Acteson, CMC
City Clerk

**City of Palmer
Resolution No. 22-007**

Subject: Accepting and Appropriating Healthy & Equitable Communities Grant Funds from the State of Alaska, Department of Health and Social Services, and Division of Public Health in the Amount of \$42,080.80 to Provide Support to the Community for COVID-19 Response and Mitigation Activities.

Agenda of: February 8, 2022

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

Originator Information:

Originator: John Moosey, City Manager

Department Review:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ **42,080.80**

This legislation (√):

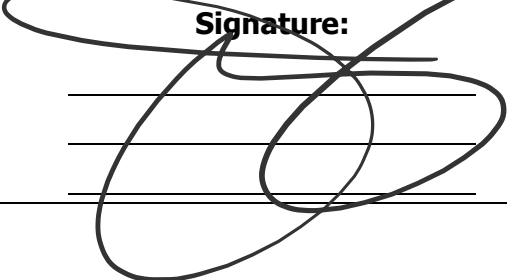
- Creates revenue in the amount of: \$ 42,080.80
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted 08-00-00-3988 State Grant 08-01-10-7180 DHSS HEC Grant

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Resolution No. 22-007
2. Memorandum of Agreement

Summary Statement/Background:

The funds from this grant will expand infrastructure support by providing free access to internet and improved technologic capabilities to socio-economic vulnerable residents of the community as identified in the Alaska Health Equity index for Palmer Census Tracts.

The City of Palmer will increase the signal strength of the WiFi at the following three (4) locations:

City Hall - 231 W Evergreen

Depot – 610 S Valley Way

Library – 655 S Valley Way

MTA Center – 1317 S Kerry Weiland Ct

Increased signal strength at these public locations will allow residents to access reliable bandwidth whether they are inside or outside the building. The City of Palmer will also purchase iPads to increase the availability of devices to citizens. This will improve the access to Tele-health services, easing the burden of in-person visits to local medical facilities.

The City of Palmer will purchase and install projection equipment with Bluetooth and internet capabilities that are compatible with existing sound and screen equipment at the Palmer Community Center.

This project will improve a public space (Palmer Community Center) allowing community partners to increase the information dissemination by expanding Palmer Community Center’s infrastructure capabilities. It will further support the expansion of Wi-Fi in downtown community spaces providing electronic equipment that will support this transmission of information. The Palmer Community Center is available to community partners and residents for social, community and public gatherings. This facility is sufficient to provide the gathering space necessary for social distancing.

This funding also includes \$5,488.80 to support activities that will decrease health inequity for homeless populations. The City of Palmer will partner with A Black Sheep Ministry, a local warming shelter, to utilize these funds.

Administration’s Recommendation:

Approve Resolution No. 22-007.

LEGISLATIVE HISTORY

Introduced by:

Date:

Action:

Vote:

Yes:

No:

--	--

CITY OF PALMER, ALASKA

Resolution No. 22-007

A Resolution of the Palmer City Council Authorizing the City Manager to Accept and Appropriate Healthy & Equitable Communities Grant Funds from the State of Alaska, Department of Health and Social Services, and Division of Public Health in the Amount of \$42,080.80 to Provide Support to the Community for COVID-19 Response and Mitigation Activities.

WHEREAS, the City of Palmer strives to serve well its residents and surrounding population; and

WHEREAS, the City of Palmer will expand its infrastructure for the common good; and

WHEREAS, \$5,488.80 will be transferred to A Black Sheep Ministry to serve the Homeless population.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby to accept and appropriate Healthy & Equitable Communities grant funds from the State of Alaska, Department of Health and Social Services, and Division of Public Health in the amount of \$42,080.80 to provide support to the community for COVID-19 response and mitigation activities.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby the Palmer City Council hereby to authorize the City Manager to execute the grant as offered.

Approved by the Palmer City Council this 8th day of February 2022.

Steven J Carrington, Mayor

Shelly Acteson, CMC, City Clerk



Healthy & Equitable Communities
Memorandum of Agreement (MOA), Between
State of Alaska – Department of Health and Social Services
Division of Public Health (DPH)
- and -
City of Palmer
MOA # C0622-584-P

I. PURPOSE AND SCOPE

The State of Alaska, Dept of Health and Social Services, Division of Public Health will provide funding to Alaskan local governments in support of creating and sustaining healthy and equitable communities around the state.

Funding will support the following activities and strategies to promote and build healthy & equitable communities around the state. All funded activities must have an emphasis on high risk, underserved population groups.

- Ensure a fair and adequate baseline of care is established for populations at higher risk that are underserved and who are disproportionately impacted by COVID-19 by expanding existing or developing new mitigation and prevention resources and services;
- Increase/improve data collection and reporting for populations disproportionately affected by COVID-19 to guide current and future pandemic response;
- Build, leverage or expand infrastructure support for COVID-19 or future pandemic prevention and control among populations that are at higher risk or underserved;
- Mobilize partners to build and promote healthy and equitable communities, improving everyone's opportunities for living a healthy life, particularly those who are disproportionately impacted by COVID-19;
- Improve access to COVID-19 vaccine, as well as other necessary vaccines, for individuals who are higher risk or underserved.

II. THE STATE OF ALASKA DIVISION OF PUBLIC HEALTH (DPH) AGREES TO:

Provide support to the community for COVID-19 response and mitigation activities. The Healthy & Equitable Communities Project Team is available to consult and provide technical assistance to government entities for health equity and homeless support funds and to pre-approve pass-through recipients of award funding. The team will also ensure that approved activities meet the funding requirements.

DPH agrees to provide a total of \$42,080.80 in funds in accordance with the terms of this agreement.

Of this amount, \$36,592.00 must be spent according to the attached application.

An additional \$5,488.80 is provided to support activities that will decrease health inequity for homeless populations. Proposed activities to be funded by this money must be submitted for approval by the state project director, prior to beginning the activity. The proposed activity must be approved in writing.

III. CITY OF PALMER AGREES TO:

Conduct the services as described in the attached application and proposal response (both follow the last page of this MOA).

Submit, in writing, a description of the proposed activities for the healthy equity for homeless populations funds (\$5,488.80), to the Project Director. Approval of the proposed activities must be received, in writing, prior to beginning the activity.

Invoicing

The recipient will submit quarterly invoices detailing services performed. Quarterly invoices should be supported with completed reporting templates and any applicable backup documentation such as receipts, payroll information, sub award agreements, etc. Invoices are due January 15, April 15, July 15, and October 15 for each quarter.

The invoice must:

- Reference the recipient's name, address, and phone number
- Reference the contract number: C0622-584-P
- Include an invoices number
- Reference the Alaska Division of Public Health – Healthy & Equitable Communities MOA

Send invoices to: hss.publichealth@alaska.gov
(reference 'C0622-584-P MOA Reimbursement Request' in the subject line)

Failure to include the required information on invoices may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the project director. The recipient shall submit final invoices no later than 30 days after the MOA expires.

IV. JOINT RESPONSIBILITIES:

Should there be a conflict amongst the documents, the following order of precedence shall apply: first, this agreement; second, the application; third, the proposal.

Both parties agree to communicate timely and effectively as needed to support the goals of this agreement. Points of contact for both parties are as follows:

State of Alaska – DPH:

Primary Points of Contact: Maria Caruso, Project Director
Maria.caruso@alaska.gov
907-310-6092

Send invoices to: hss.publichealth@alaska.gov
(reference C0622-584-P MOA Reimbursement Request in the subject line)

City of Palmer:

Primary Point of Contact: John Moosey
jmoosey@palmerak.org
907-761-1317

Finance Point of Contact: Gena Davis, Finance Director
gdavis@palmerak.org
907-761-1314

V. PERIOD OF AGREEMENT AND TERMINATION:

This agreement will be in effect from the date of execution through May 31, 2023. The services may extend beyond that date by mutual agreement of by both parties. Any extension provided will be for time only, no additional funds will be offered.

VI. SIGNATURES

By signature of the below, both parties agree to the terms of this MOA.

By: _____ Date: _____
Maria Caruso, DHSS Project Director

By: _____ Date: _____
John Moosey, City of Palmer

By: _____ Date: _____
Heidi Hedberg, DPH Director

By: _____ Date: _____
Jason Grove, DHSS Procurement Manager



Healthy & Equitable Communities Memorandum of Agreement Information

PURPOSE:

The State of Alaska, Department of Health and Social Services, Division of Public Health will provide funding to Alaskan local governments in support of creating and sustaining healthy and equitable communities around the state.

Funding will be available through June 30, 2024 to support the following activities and strategies to promote and build healthy and equitable communities around the state. All funded activities must have an emphasis on high risk, underserved population groups.

- Ensure a fair and adequate baseline of care is established for populations at higher risk that are underserved and who are disproportionately impacted by COVID-19 by expanding existing or developing new mitigation and prevention resources and services;
- Increase/improve data collection and reporting for populations disproportionately affected by COVID-19 to guide current and future pandemic response;
- Build, leverage or expand infrastructure support for COVID-19 or future pandemic prevention and control among populations that are at higher risk or underserved;
- Mobilize partners to build and promote healthy and equitable communities, improving everyone's opportunities for living a healthy life, particularly those who are disproportionately impacted by COVID-19;
- Improve access to COVID-19 vaccine, as well as other necessary vaccines, for individuals who are higher risk or underserved.

SCOPE OF FUNDING:

Strategies that are implemented should aim to build infrastructures that both improve health outcomes for higher risk underserved Alaskans in the current COVID-19 pandemic and set the foundation for future responses. This application mentions several eligible activities, but communities are not limited in scope to these examples. There are several resources available for communities to assist them in determining what types of activities may be proposed. The [Alaska Health Equity Index](#) utilizes data from the US Census Bureau and the US Centers for Disease Control and Prevention's Social Vulnerability Index and is an excellent reference to assist communities in identifying target populations* and areas of need. The Healthy Alaskans team has identified priority health topics for the [Healthy Alaskans 2030 plan](#) including strategies and actionable objectives within each strategy. Both resources highlight the needs of Alaskans, and communities are encouraged to develop plans that incorporate factors from either of these resources.

*Target populations can include but are not limited to:

- Low income or homeless individuals
- Individuals/families/communities with limited access to technology/internet
- Individuals/families/communities who face food insecurity
- Communities with limited to no transportation access

- Individuals without access to health care
- Populations that do not speak English as their first language
- Rural communities/areas where physical services are not accessible
- Refugee/immigrant communities that face economic, cultural, or linguistic barriers to accessing health care services
- Individuals with disabilities
- Older adults
- Children
- Individuals with mental health or substance-related disorders

Funding is calculated using two factors: population size, and the [Alaska Health Equity Index](#).

ELIGIBILITY:

Local governments are eligible to apply and may propose plans to engage one or more communities and geographic areas. The definition of communities may also include a group of people who have particular characteristic in common (e.g. share similar cultural beliefs or interests). Please work with your local tribes, borough, or municipality to ensure efforts are coordinated. DHSS allows recipients to act as pass-through entities to provide funding to other recipients, including community-based organizations serving populations who may experience health inequities. **Technical assistance will be provided throughout the funding period to assist with reporting, advancing approved projects, pre-approval of activities and invoice processing.**

If you live in an unincorporated census area or census designated place, are aware of an entity or organization that is interested in implementing this work and unsure about how to access this funding opportunity, please contact or HEcommunities@alaska.gov or maria.caruso@alaska.gov to discuss potential alternative opportunities. Designated entities must have the capacity to manage funds and implement projects within the scope of the funding. If communities chose to pursue this route for funding, alternative entities must be identified by **October 22, 2021**. The state intends to open up an alternate method of procurement for these entities, and the timeline for funding will be dependent upon the number of non-governmental entities identified across the state for this option. We will make every attempt to accommodate alternative requests. **For entities that chose to pursue this option, please be aware that the funding can take significantly longer to award through alternate procurement methods.**

REPORTING:

Reporting requirements will be due at the same time as invoices. Payment will not be issued unless necessary reporting is attached. Reporting requirements will be determined during the MOA preparation and will be dependent upon the type of activities selected. Entities are encouraged to collaborate with hospitals, schools and community organizations to improve the outcomes for their population. **See attachment of Healthy and Equitable Communities Memorandum of Agreement fund amounts.**

PERIOD OF AGREEMENT, DATES AND DEADLINES:

October 29, 2021 – June 30, 2024

Important dates:

Tuesday, October 5: 4-5pm	Pre award meeting with technical assistance (4pm)
Friday, October 8: 11-12pm	2 nd Pre award meeting with technical assistance (10am)
Friday, October 29 by 5pm	Funding Requests due to HECommunities@alaska.gov
November 2021	Award funding to Communities via signed MOA
June 31, 2024	Final receipts due to DPH, payments issued to Communities

Submit questions to: Maria.caruso@alaska.gov or HEcommunities@alaska.gov

TERMS OF PAYMENT: Funds will be reimbursed through invoicing upon approval of MOA.

PRIOR APPROVAL REQUIRED*:

- Construction projects
- Vehicles
- Furniture
- Equipment over \$25,000
- Reimbursement of pre-award costs (will only be considered back to June 1, 2021)

*If you wish to utilize funds for any of the above items, please provide a detailed description of how these items will fit into the overall goal of the project they will support and how they will be used.

FUNDS CANNOT BE USED FOR:

- Programs or services already funded by another HSS grant, contract or MOA
- Research
- Clinical care
- Publicity or propaganda

If these funds are used to administer COVID-19 testing or vaccine services recipients must:

- Establish/maintain a means to ensure that the results of all COVID testing performed by this entity/sub-recipient/pass through entity is reporting to the State of Alaska Department of Health and Social Services. All testing (all types, all results) is subject to this requirement and must be reported within 24 hours of administration
- Establish/maintain a means to ensure that the COVID-19 vaccine administration performed by this entity/sub-recipient/pass through entity is reporting to the State of Alaska Department of Health and Social Services. All vaccinations must be reported within 24 hours of administration. **Please complete the application in order to develop MOA.**

Submit completed application and W9 to: HEcommunities@alaska.gov and cc maria.caruso@alaska.gov.

Healthy and Equitable Communities Memorandum of Agreement Application

Primary Contact Information:

(Please make sure to include name, phone number, email and physical address for all contacts listed.)

Program Contact: Mr. John Moosey, Palmer City Manager

Phone number: 907-761-1317

Email: jmoosey@palmerak.org

Physical Address: 231 W. Evergreen Ave, Palmer, AK 99645

Finance Contact: Gina Davis, Finance Director

Phone number: 907-761-1314

Email: gdavis@palmerak.org

Physical Address: 231 W. Evergreen Ave, Palmer, AK 99645

Other Contact that needs to sign/be listed on the Memorandum of Agreement (MOA):

Contact: _____

Phone number: _____

Email: _____

Physical Address: _____

Please list communities and partners intended to be part of this funding, either through subawards or support.

Community/Partner Name(s):

1. Build, leverage or expand infrastructure support for COVID-19 or future pandemic prevention and control with a focus on populations that are at higher risk and underserved:

- Establish or enhance local staffing or coalitions to that focus on improving COVID-19 or other health outcomes for these populations
- Develop or update local plans to improve health outcomes for higher risk underserved Alaskans
- Expand local capacity to offer targeted testing and contact tracing
- Improve local Continuity of Operations Plans (COOP) and exercises to prioritize higher risk underserved Alaskans
- Improve plans for use of community facilities to include better spaces for social distancing, isolation and quarantine
- Update plans for community shelter locations to ensure they are ADA compliant or can facilitate hosting health care pods including testing and vaccinations
- Increase/improve access to facilities/community spaces that promote health and physical activity and serve high-risk populations
- Provide training to local/regional public health or health workforce to better serve the needs of higher risk underserved Alaskans
- Hire health or public health workforce who are equipped to assess and address the needs of higher risk underserved Alaskans, for example trusted community members or community health workers
- Other activities (Please describe in the box below)

Please see attached narrative and budget.

Total:

City of Palmer Healthy & Equitable Communities MOA

Narrative

The Alaska Health Equity index gave Palmer a socioeconomic ranking of 62. Palmer is comprised of 6,101 residents living in 1,813 households. Children under the age of 17 make up 26.24% of the population, 12.8% of our population is over the age of 64. The unemployment rate is 5.8% and 12.4% of our population is uninsured. The poverty rate for Alaska is 10.62%, Palmer ranks higher than that with 13.5% of our residents in poverty.

In addition to the residents of The City of Palmer proper, Palmer services are heavily used by the surrounding 30,000+ MatSu Borough residents. The funds from this grant will expand infrastructure support by providing free access to internet and improved technologic capabilities to socio-economic vulnerable residents of the community as identified in the Alaska Health Equity index for Palmer Census Tracts.

The City of Palmer will increase the signal strength of the WiFi at the following four (4) locations:

City Hall - 231 W Evergreen

Depot – 610 S Valley Way

Library – 655 S Valley Way

MTA Center – 1317 S Kerry Weiland Ct

Increased signal strength at these public locations will allow residents to access reliable bandwidth whether they are inside or outside the building. The City of Palmer will also purchase iPads to increase the availability of devices to citizens. This will improve the access to Tele-health services, easing the burden of in-person visits to local medical facilities.

The City of Palmer will purchase and install projection equipment with Bluetooth and internet capabilities that are compatible with existing sound and screen equipment at the Palmer Community Center.

This project will improve a public space (Palmer Community Center) allowing community partners to increase the information dissemination by expanding Palmer Community Center’s infrastructure capabilities. It will further support the expansion of Wi-Fi in downtown community spaces providing electronic equipment that will support this transmission of information. The Palmer Community Center is available to community partners and residents for social, community and public gatherings. This facility is sufficient to provide the gathering space necessary for social distancing.

Budget

WiFi Upgrade:	\$16,000
Projection Equipment:	\$19,000
iPads, accessories:	<u>\$ 1,592</u>
Total	\$36,592

**City of Palmer
Action Memorandum No. 22-009**

Subject: Approving a Council Community Grant to United Way of Mat-Su

Agenda of: January 25, 2022

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

Originator Information:

Originator: Mr. John Moosey, City Manager

Department Review:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ **\$2,500**

This legislation (√):

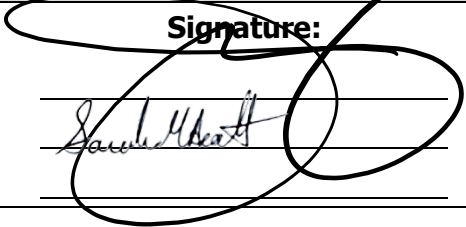
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

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

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

- 1. Council Community Grant Scoring Rubric
- 2. Council Community Grant Application

Summary Statement/Background:

The Palmer Arts & Cultural Installation Project will benefit the community by activating and enlivening publicly accessible spaces, inviting visitors and residents to view, discuss and take pride in the invigoration of their town and area, as well as bringing traffic to host sites by attracting visitors through increased "curb appeal". By advancing portions of the City's existing Parks and Recreational Master Plan, this project will support the Council's strategic priorities by continuing to improve and develop local arts and cultural opportunities; enhancing our area's trail systems and connectors, and contributing to the development of art offerings that can be included in future arts/culture plans and efforts.

In February 2014, the City Council adopted Ordinance NO. 14-043, which established the Council Community Grant Program. The City Council approved \$12,000.00 in the Community Council Grants line item for 2022.

Legislation #	Organization	Amount Requested	Remaining	Date Approved
Res 22-005	Beginning Balance-2022 Budget		\$12,000.00	

Administration's Recommendation:

Approve Action Memorandum No. 22-009

Project Name: PALMER ARTS & CULTURAL INSTALL PROJECT

Date Received: 12-30-21

Reviewer Name: JOHN MOOSEY, CITY MANAGER

Date Reviewed: 1-5-22

Has the event previously received City funding? Y N List Years/Amounts:
 If yes, was the Post Event Report completed? Y N

Required Elements:

- Accessible to all members of the community
- Takes place in/within one mile of Palmer City Limits

		Expectations			Points
		10 pts	7 pts.	3-0 pts	
Accessibility & Strategic Priorities	The application clearly states the economic benefits, and the reader/evaluator easily understands the benefits to the community and residents of the city.	The application states the benefits; however, it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the city.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the city.		8
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.		8
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.		10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or must use reason to understand the overall budget for the project.	The application does not include a project budget, or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.		10
Benefit	The application clearly states how the community will benefit because of the event.	The application states the degree of benefits; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine the how the community will benefit because of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefit because of this grant.		10
Reporting	The application clearly states how and when the city will receive a post event report on this project.	The application attempts to address how a post event report will be given to the city; however, it is unclear, and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the city or the reviewer/evaluator cannot determine how the report will be presented.		10
				Total:	56



City of Palmer • City Clerk's Office
231 W. Evergreen Avenue • Palmer, AK 99645
Phone: (907) 761-1301 • Fax: (907) 761-1340

Council Community Grant Application

Program Information

Program, service, project, or event title: Palmer Arts & Cultural Installation Project
Date(s) of program, service, project, or event: Spring-Summer 2022

Applicant Information

Name: United Way of Mat-Su
Address: 550 S. Alaska St., Suite 205
City: Palmer State: AK Zip: 99645
Phone: 907-745-5822 Email: give@unitedwaymatsu.org

Organization Information

Name of organization/group: UWMS
Type of organization/group: Non-profit Volunteer group Other: _____

Funding Request

Amount of Request: \$ 2500.00
Matching funds provided by applicant: \$ 5000.00

Type of funds requesting: Cash In-Kind In-Kind Type: _____

Remittance Information

Remit Payment to: United Way of Mat-Su
Address mail check to: 550 S. Alaska St., Suite 205
City: Palmer State: AK Zip: 99645
Phone: 907-745-5822 Email: _____

12/30/21

Eligibility

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

The Palmer Arts & Cultural Installation Project's goal is to bring accessible, meaningful public art to the Palmer core area. The Arts Project Advisory Board has selected four outstanding local artists whose work will be permanently installed upon completion, on four locations whose proximity to downtown Palmer will invite residents and visitors alike to engage in conversation, create social connections and enhance the "curb appeal" of our town. In addition, our hope is to continue placing public art around Palmer, using the success of this first phase of the project to sustain momentum behind expanding public arts here.

This project advances one of the priorities detailed in the City of Palmer's Master Plan for Parks, Trails and Recreational Fields, namely the creation and maintenance of a fully publicly accessible art installation(s), enlivening the downtown area with art pieces that reflect Palmer's history, culture, geography and unique characteristics.

By placing objects of interest in strategic spots around Palmer, the project creates opportunity for residents and visitors to take advantage of the town's walking paths and trails, inviting them to view each art piece and encouraging them to patronize the businesses/facilities upon whose grounds each piece is located. These locations include the Alaska Family Services site on Alaska Street (also houses the Family First Treasures Thrift Store and Something Good Grows Community Garden).

Project Summary Information

In the space below, provide a concise, one paragraph summary of your proposed program, service, project or event and how it benefits the community as well as how this supports the Council's strategic priorities.

The Palmer Arts & Cultural Installation Project will benefit the community by activating and enlivening publicly accessible spaces, inviting visitors and residents to view, discuss and take pride in the invigoration of their town and area, as well as bringing traffic to host sites by attracting visitors through increased "curb appeal". By advancing portions of the City's existing Parks and Recreational Master Plan, this project will support the Council's strategic priorities by continuing to improve and develop local arts and cultural opportunities; enhancing our area's trail systems and connectors, and contributing to the development of art offerings that can be included in future arts/culture plans and efforts.

Project Scope of Work

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

This project was begun in 2020 when United Way of Mat-Su received an AARP Livable Communities grant to establish the project's first steps. Work has continued since as the Art Advisory Board was selected, convened and has stewarded the project through to its current stage, during which our artists and host locations continue to collaborate. Our goal is to complete all four pieces of art and their installation by the Fall of 2022. Artists, the Art Advisory Board, United Way of Mat-Su and our host locations will work together over the winter to finalize concepts for each art piece and plan for breaking ground in the spring. Volunteers will be engaged to assist with groundbreaking and installation of art pieces where practical. Over time, continued collaboration between United Way of Mat-Su, our artists and our host sites will help to keep art installations clean, in good repair and the grounds they are installed upon well-groomed. Signage will be installed by United Way of Mat-Su to credit any sponsors/donors involved with art pieces, as well as to alert passers-by to each location. Locations include Alaska Family Services' site on Alaska Street, Bleeding Heart Brewery in the Matanuska Maid quadrangle, and will be updated as partnerships are finalized for our other two artists.

Community Benefit

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

By placing permanent public art in and around the Palmer core, this project aims to enhance Palmer by increasing livability, "curb appeal", and the overall cultural atmosphere of the town. This project directly addresses a top priority in the city's Master Plan for Parks, Trails and Recreational Fields at little to no cost to the City, and brings no-cost benefits to the sites upon which the art pieces will be placed. We estimate that, over time and given that art installations are permanent, all Palmer residents will have the opportunity to view and engage with art pieces. Additionally, 50-70% of visitors to Palmer will drive, walk, bike, or otherwise travel past these art pieces. Ongoing communication and collaboration with our host sites, the Palmer Museum of History and Art, and our artists will ensure regular assessment of the number of visitors/residents viewing the art, allow problem-solving should any issues arise, and give a good sense of how each location, as well as the city as a whole, continues to benefit from public art. We anticipate that numbers of participants will be fluid but consistent, with higher numbers of visitors/tourists engaging with the project during the spring and summer months, and higher numbers of local residents in the fall and winter. This project will only grow in benefit over time, and we are excited to watch its completion and evolution.

Detailed Budget

Revenue:

Source:	Cash	In-Kind	Total
AARP Grant	\$ 5000	\$	\$ 5000
Palmer Museum	\$	\$ 1000.00	\$ 1000.00
UWMS	\$	\$ 5000.00	\$ 5000.00
Private donations	\$ 650.00	\$	\$ 650.00
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$ 5650.00	\$ 6000.00	\$ 11650.00

Expenditures:

Item/Service:	Cash	In-Kind	Total
Artist Stipends	\$ 5000.00	\$	\$ 5000.00
Materials/Supplies	\$ 5000.00	\$	\$ 5000.00
Installation Costs	\$ 2500.00	\$	\$ 2500.00
Staffing	\$ 2500.00	\$ 5000.00	\$ 7500.00
Marketing/Collateral	\$ 1000.00	\$ 1000.00	\$ 2000.00
	\$	\$	\$
	\$	\$	\$
Totals	\$ 16000.00	\$ 6000.00	\$ 22,000.00

Matching Funding Source

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

Matching funding has been secured from the Palmer Museum of History and Art, in the form of marketing and inclusion in the Palmer Visitors Guide.
 United Way of Mat-Su has and continues to provide in-kind support for the project, having already dedicated over 250 hours of staff time to coordinate, organize and steward the project from its inception.
 United Way of Mat-Su continues to seek additional funding to complete work on this project.

