

Mayor Edna B. DeVries  
 Deputy Mayor Linda Combs  
 Council Member Julie Berberich  
 Council Member Richard W. Best  
 Council Member Steve Carrington  
 Council Member Sabrena Combs  
 Council Member Jill Valerius

City Attorney Michael Gatti  
 City Clerk Norma I. Alley, MMC  
 City Manager John Moosey

**City of Palmer, Alaska**  
**City Council Meeting**  
**September 22, 2020, at 7:00 PM**  
 City Council Chambers  
 231 W. Evergreen Avenue, Palmer  
[www.palmerak.org](http://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. Introduction and Setting a Public Hearing to October 13, 2020, for **Ordinance No. 20-012:** Enacting Palmer Municipal Code Chapter 3.21 Suspension and Debarment of Public Contractors ..... Page 5
  - b. **Action Memorandum No. 20-059:** Authorizing the City Manager to Execute a One Year Contract Extension with White Knight Services in the Amount of \$1,954.00 per Event for Snow Removal Services for City Facilities ..... Page 11
  - c. **Action Memorandum No. 20-060:** Authorizing the City Manager to Execute a Contract Amendment for a One Year Extension with Eagle View Excavation Inc. in the Amount of \$75.00 Per Hour Per Truck and Operator for Snow Haul Services Within the City ..... Page 21
  - d. **Action Memorandum No. 20-061:** Authorizing the City Manager to Execute an Assignment and Consent to Assignment of Lease Agreement with Hageland Aviation Services, Inc. and Tatonduk Outfitters Limited D.B.A. Everts Air Cargo and Everts Air Alaska for PMA Lease No. 20-001 on Lease Lot 2 of Block 3, Palmer Municipal Airport, for the Purpose of Transferring the Lease and Leasehold Improvements to the High Bidder from the Ravn Air Group Bankruptcy Auction ..... Page 31
  - e. **Action Memorandum No. 20-062:** Authorizing the City Manager to Negotiate and Execute an Agreement with Eastside Carpet Company, LLC in an Amount Not to Exceed \$55,744.00 for the Carpet Removal and Replacement in the Palmer Public Library ..... Page 83
  - f. **Action Memorandum No. 20-063:** Authorizing the City Manager to Negotiate and Execute a Professional Services Agreement with Alopex for the Development of an Economic Development Application Tool in the Amount Not to Exceed \$35,000.00 ..... Page 89
  - g. **Action Memorandum No. 20-064:** Authorizing the City Manager to Purchase Ten New Getac Laptops Including Desk and Vehicle Docking Stations in the Amount of \$33,606.90 ... Page 93
  - h. **Action Memorandum No. 20-065:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, a Combination SCBA and N95 Fit Testing Unit for Palmer Fire and Rescue from TSI in the Amount Not to Exceed \$16,685.00 ..... Page 101
  - i. **Action Memorandum No. 20-066:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, Firefighter Personal Protective Equipment for Palmer Fire & Rescue from Sea Western, L.N. Curtis, and Municipal Emergency Services in the Amount Not to Exceed \$63,349.00 ..... Page 107

- j. **Action Memorandum No. 20-067:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, Two UNIMAC Model UC40 PPE Turnout Washing Machines for Palmer Fire & Rescue from Automated Laundry Systems & Supply in the Amount Not to Exceed \$23,563.90 ..... Page 115
- k. **Action Memorandum No. 20-068:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, 20 New Getac Body Worn Cameras, 20 New Getac In-Car Video Cameras and Recording Equipment, Digital Evidence Cloud Storage Service, and Unlimited Cloud Service and Maintenance Plan, and an Extended 5-Year Warranty on all Equipment in the Amount Not to Exceed \$294,512.44 ..... Page 121
- l. **Action Memorandum No. 20-069:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, Ten New Police Portable Radios in the Amount of \$69,678.13, Contingent Upon Receiving a Homeland Security SHSP Grant Funds ..... Page 131
- 2. Approval of Minutes of Previous Meetings
  - a. August 25, 2020, Special Meeting ..... Page 137
  - b. August 25, 2020, Regular Meeting ..... Page 139

**E. REPORTS**

- 1. City Manager’s Report
- 2. City Clerk’s Report
- 3. Mayor’s Report ..... Page 143
- 4. City Attorney’s Report

**F. AUDIENCE PARTICIPATION**

**G. PUBLIC HEARING**

- 1. **Ordinance No. 20-009:** Amending the Palmer Municipal Code Chapter 4.15.050 Employment Pertaining to Probationary Period ..... Page 145
- 2. **Ordinance No. 20-010:** Amending Palmer Municipal Code Chapter 4.30 Types of Leave Pertaining to Administrative Leave for COVID-19 ..... Page 149
- 3. **Ordinance No. 20-011:** Enacting Palmer Municipal Code Section 4.30.190 Types of Leave Pertaining to Employee Teleworking ..... Page 153
- 4. **Resolution No. 20-023:** Authorizing Round II of the City of Palmer Coronavirus Aid, Relief, and Economic Security Act (CARES Act) CARES Grants ..... Page 159
- 5. **Resolution No. 20-024:** Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds for Day Care Assistance ..... Page 177
- 6. **Resolution No. 20-025:** Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds: No-Cost, Low-Cost Food Service Providers ..... Page 181
- 7. **Resolution No. 20-026:** Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds for Housing Assistance ..... Page 185

**H. NEW BUSINESS**

- 1. **Action Memorandum No. 20-070:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection for Arkose Brewery, Liquor License No. 5032 of Outdoor/Indoor Alcohol Consumption Security Plan ..... Page 191

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

**J. AUDIENCE PARTICIPATION**

**K. COUNCIL COMMENTS**

**L. ADJOURNMENT**

### Tentative Future Palmer City Council Meetings

<b>Meeting Date</b>	<b>Meeting Type</b>	<b>Time</b>	<b>Notes</b>
<b>Oct 12</b>	Special	6pm	Election Certification
<b>Oct 13</b>	Regular	7 pm	
<b>Oct 27</b>	Special	6 pm	Budget Introduction
<b>Oct 27</b>	Regular	7 pm	Budget
<b>Nov 3</b>	Special	6 pm	Budget
<b>Nov 10</b>	Special	6 pm	Budget
<b>Nov 10</b>	Regular	7 pm	
<b>Nov 24</b>	Special	6 pm	Budget
<b>Nov 24</b>	Regular	7 pm	Budget Adoption
<b>Dec 8</b>	Regular	7 pm	
<b>Dec 22</b>	Regular	7 pm	
<b>Jan 12, '21</b>	Regular	7 pm	





**City of Palmer  
Ordinance No. 20-012**

**Subject:** Enacting Palmer Municipal Code Chapter 3.21 Suspension and Debarment of Public Contractors

**Agenda of:** September 22, 2020

**Council Action:**     **Adopted**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**




**Originator Information:**

**Originator:**    John Moosey, City Manager

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **0.00** \_\_\_\_\_

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): \_\_\_\_\_
- Not budgeted

Director of Finance Signature: 

**Attachment(s):**

- Ordinance No. 20-012

**Summary Statement/Background:**

The City of Palmer is responsible for good governance, maintaining the public trust and faithful stewardship of the public treasury. The City of Palmer enters into legally binding contracts to carryout services, acquire physical items or construction of facilities. Protection mechanisms must be put into place to ensure the City's responsibilities are met. This proposed City of Palmer code addition is imperative to deal with relationships that will not benefit the citizenry nor our operation.

**Administration's Recommendation:**

Adopt Ordinance No. 20-012

**LEGISLATIVE HISTORY**

Introduced by: City Manager Moosey

Date: September 22, 2020

Public Hearing:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

**Ordinance No. 20-012**

**An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 3.21 Suspension and Debarment of Public Contractors**

WHEREAS, The City of Palmer by applying Suspension and Debarment is taking administrative remedy to protect integrity of Local Government Programs; and

WHEREAS, The City of Palmer is taking an action to prevent fraud, waste and abuse of contract or subcontract awards by ineligible parties.

THEREFORE, 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. Palmer Municipal Code is hereby amended to read as follows (new language is underlined and deleted language is stricken):

Chapter 3.21

3.21.360 Definition

A. Debarment. After consultation with the city attorney, the city manager may give notice to a person of intent to debar. After a debarment hearing, or, if no hearing is timely requested, after the expiration of the time for filing a request for a hearing, the city manager may debar a person for cause from consideration for award of contracts. Notice of a debarment hearing shall be provided in writing at least seven calendar days before the hearing. The debarment may not be for a period of more than three years.

B. Suspension. The city manager, after consultation with the attorney, may suspend a person from consideration for award of contracts if there is probable cause for debarment and compelling reasons require suspension to protect the city. The suspension may not be for a period exceeding three months.

3.21.370 Causes

A. The causes for debarment or suspension include:

1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

2. prior conviction under any statute or ordinance of embezzlement, theft, forgery, bribery, fraud, falsification or destruction of records, receiving stolen property, failure to ship or produce contracted goods, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a borough contractor;

3. conviction or civil judgment finding a violation under state or federal antitrust statutes;

4. violation of contract provisions of a character that is regarded by the purchasing agent to be so serious as to justify debarment action, such as:

a. knowing failure without cause to perform in accordance with the specifications including providing defective or damaged products, or within the time limit provided in a contract;

b. failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for debarment.

5. violation of the ethical standards or in state or other law or regulation;

6. violation of other provisions of this code relating to contracting;

7. any other cause determined by the city manager to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for a cause similar to one in this subsection.

8. additional causes for debarment may include:

a. misrepresentation of product or merchandise to be supplied;

b. submission of falsified invoices, billing summaries, status reports and other related documentation.

### 3.21.380 Written decision.

A. A suspension or a notice of intent to debar shall be written and shall be mailed or otherwise furnished immediately to the person suspended or being debarred. The written statement shall:

1. state the reasons for the action taken;

2. inform the person of rights to an administrative appeal.

### 3.21.390 Hearing on a suspension or proposed debarment.

A. A person suspended under subsection (B) of this section, or for whom a debarment is proposed under subsection (A) of this section is entitled to a hearing if the person files a written request for a hearing with the city manager within seven calendar days after the notice of suspension or proposed debarment is mailed or otherwise furnished to the person. If a suspended person or a person proposed for debarment requests a hearing, the city manager or the hearing officer appointed by the city manager shall schedule a prompt hearing unless the attorney determines that a hearing at the proposed time is likely to jeopardize an investigation. A hearing may not be delayed longer than six months after notice of suspension or intent to debar. The hearing shall be conducted in accordance with subsection (F) of this section and any regulations adopted by the city manager.

#### 3.21.400 Hearing procedures.

##### A. Hearings to disbar or suspend shall be conducted as follows:

1. The city clerk shall select a hearing officer for a hearing conducted under this section. The hearing officer shall arrange for a prompt hearing and notify the parties in writing of the time and place of the hearing. The hearing shall be conducted in an informal manner. The hearing officer may:

a. hold prehearing conferences to settle, simplify or identify the issues in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceeding;

b. require parties to state their positions concerning the various issues in the proceeding;

c. require parties to produce for examination those relevant witnesses and documents under their control;

d. rule on motions and other procedural matters;

e. regulate the course of the hearing and conduct of the participants;

f. establish time limits for submission of motions or memoranda;

g. impose appropriate sanctions against a person who fails to obey an order of the hearing officer, including:

i. prohibit the person from asserting or opposing designated claims or defenses or introducing designated matters into evidence;

ii. exclude all testimony of an unresponsive or evasive witness; or

iii. exclude a person from further participation in the hearing;

h. take official notice of a material fact not appearing in evidence if the fact is among the traditional matters subject to judicial notice; and

i. request the city clerk to administer oaths or affirmations.

B. A transcribed record of the hearing shall be made available at cost to a party that requests it in advance.

C. The hearing officer shall render a decision based on the evidence presented. The recommendation shall include findings of fact and conclusions of law. The city manager may affirm, modify or reject the hearing officer's recommendation in whole or in part, may remand the matter to the hearing officer with instructions, or take other appropriate action.

3.21.410 Final decision and appeal.

A. A decision by the hearing officer under this section is final. A decision shall be sent within 20 calendar days after the hearing to all parties by personal service or certified mail. A final decision of the hearing officer may be appealed to the superior court in accordance with the Alaska Rules of Appellate Procedure.

3.21.420 List of persons debarred or suspended; effect.

A. The city manager shall maintain a list of all persons debarred or suspended from consideration for award of contracts. Debarment or suspension of an individual under one business name is effective for all business names under which the individual operates. Debarment or suspension of any entity is effective as to any other entity in which an individual or combination of individuals common to both entities have a 20 percent or greater interest in both entities.

3.21.430 Reinstatement.

A. The city manager may, at any time after a final decision to debar or suspend a person from consideration for award of contracts, reinstate the person after determining that the cause for which the person was suspended or debarred no longer exists or has been substantially mitigated. A suspended or debarred person may request reinstatement by submitting a petition to the purchasing officer supported by evidence showing that the cause for suspension or debarment no longer exists or has been substantially mitigated. A decision on reinstatement shall be made in writing within fourteen calendar days after a reinstatement petition is submitted. The decision shall specify the factors on which it is.

Section 4. Effective Date. Ordinance No. 20-012 shall take effect upon adoption by the city of Palmer City Council.

**Passed and approved** this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**City of Palmer  
Action Memorandum No. 20-059**

**Subject:** Authorizing the City Manager to Execute a One Year Contract Extension with White Knight Services in the Amount of \$1,954.00 per Event for Snow Removal Services for City Facilities



**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**

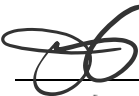


**Originator Information:**

**Originator:**    Chris Nall, Director of Public Works

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>  √  </u>	Finance		<u>09/01/2020</u>
_____	Fire	_____	_____
_____	Police	_____	_____
<u>  √  </u>	Public Works		<u>09/01/2020</u>

**Approved for Presentation By:**

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

**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): 01-17-40-6030
- Not budgeted

Director of Finance Signature: 

**Attachment(s):**

- Current Snow Removal contract with White Knight Services

**Summary Statement/Background:**

Snow Removal of City Facilities is an annual contract the City awards. The current contract was awarded to White Knight Services in 2019 for a period of one year, with the option to extend the contract for two additional one-year contracts at the same per event rate of \$1,954.00. Public Works would like to exercise the first one-year extension to this contract.

The Contractor will be used on an "on-call" basis primarily for snow removal from parking lots at City buildings.

White Knight has had the contract for the past four years and have been very responsive to the City's needs.

The Maintenance Superintendent of Public Works will be responsible for overseeing the contractor's work.

**Administration's Recommendation:**

To approve Action Memorandum No. 20-059



**MAINTENANCE AGREEMENT  
BETWEEN CITY OF PALMER AND CONTRACTOR  
Snow Removal Services – City Facilities**

This Agreement made and entered this 8<sup>th</sup> day of October 2019, by and between the City of Palmer, an Alaska municipal corporation (City), and **White Knight Services**, (Contractor).

SECTION 1-WORK

The Contractor will do all work described in the attached Bid Specifications (Attachment A). The work is summarily described as: To furnish all materials equipment, insurance and labor necessary to provide on-call Snow Removal Services for City Facilities.

SECTION 2-EFFECTIVE DATE/TERM

The Term of this Agreement shall be effective upon execution by both parties and shall continue through **May 31, 2020** with an option to renew for two additional one-year periods at the same unit prices upon mutual consent of the parties and lawful appropriation of funds. The contractor must request the option period be exercised a minimum of 30 days prior to the expiration of the contract, in this case, May 1, 2020.

SECTION 3-PAYMENT/METHOD OF PAYMENT

The City shall pay the Contractor **\$1,954 per snow event** for the work specified in Section 1 of this Agreement. The Contractor shall bill the City monthly. Payments shall be made to the Contractor within thirty (30) calendar days after the Director of Public Works receives and approves the invoice.

SECTION 4-RELATIONSHIP OF THE PARTIES

The Contractor shall perform its obligations hereunder as an independent Contractor of the City. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 5-ASSIGNMENTS AND SUBCONTRACTORS

- A. The Contractor 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. However, claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution or by court order without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Any such assignment shall be subject to all rights of the City, to include without limitation, those rights of the City set out in Section 21 below.

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

#### SECTION 6-WARRANTY

The Contractor expressly warrants that all materials used will be of the best quality locally available and all workmanship will meet the highest standards of the trade. In addition, the Contractor guarantees to answer personally for all materials and workmanship supplied to the City and shall undertake to correct workmanship or defect in materials found by the Public Works Director.

#### SECTION 7-DUTY OF DEFENSE AND INDEMNIFICATION

- A. The Contractor shall indemnify, defend, and hold and save the City, its elected and appointed officers, agents and employees, harmless from all claims, demands, suits, or liability of any nature, kind or character, including without limitation, costs, expenses, and attorney fees. The Contractor shall be responsible under this clause for any and all legal actions or claims or any character resulting from injuries, death, economic loss, damages, violation of law (to include without limitation, statutes, ordinances, constitutions or other laws, rules or regulations), contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising out of or connected with in any way, directly or indirectly, Contractor's or Contractor's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees.
  
- B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

#### SECTION 8-TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with the payment provision set forth in Section 5 of this Agreement. Equitable compensation shall not exceed the amount reasonably

billed for work completed and expenses reasonably incurred. The Director of Public Works or designee shall determine whether work completed is satisfactory.

#### SECTION 9-TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination at least ten (10) days prior to the effective date of termination.

Upon termination of this Agreement, the City shall pay the Contractor for all work completed to the satisfaction of the Director of Public Works or designee as of the date termination is effective.

#### SECTION 10-MODIFICATIONS

The City may, from time to time, require modifications in the Scope of Work of the Contract to be performed under this Agreement. However, it is expressly understood that the total amount of compensation for successful performance of this Agreement or other terms of this Agreement shall not under any circumstances be modified without written authorization from the City. All modifications in the terms of this Agreement shall be incorporated by written amendments to this Agreement executed by both parties.

#### SECTION 11-NON-DISCRIMINATION

The Contractor and all persons acting on its behalf, agrees that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any person qualified to perform the services required under this Agreement.

#### SECTION 12-COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by the Contractor of an applicable law shall constitute an event of default under this Agreement and the Contractor shall be liable for and hold the City harmless and defend the City from and against all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the City because of the violation.

Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

#### SECTION 13-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 effect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision hereof.

**SECTION 14-SEVERABILITY**

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

**SECTION 15-RULE OF INTERPRETATION**

This Agreement shall not be interpreted for or against either party, but shall be interpreted per its fair and reasonable intent.

**SECTION 16-NOTICES**

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

City: City of Palmer  
Nate Wallace, City Manager  
231 W. Evergreen Avenue  
Palmer, AK 99645

Contractor: White Knight Services  
Lance & Terre DeVaney  
P.O. Box 2035  
Palmer, AK 99645

**SECTION 17-INSURANCE**

Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

**A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.**

The Contractor shall provide the following types of insurance:

Workers' Compensation

Minimum Limits

\$500,000 Employers Liability and Workers' Compensation as required by Alaska State Worker's Compensation Statutes

Statutory

Comprehensive General Liability

Minimum Limits

Bodily Injury and Property Damage Liability  
Premises Operations including explosion,  
Collapse and underground;  
Products and Complete Operations:  
Broad Form Property Damage;  
Blanket Contractual:  
Personal Injury  
Owner's/Contractor's Protection

\$1,000,000  
Combined Limit  
Each Occurrence  
and \$2,000,000  
Aggregate

Comprehensive Automobile Liability

Minimum Limits

Bodily Injury and Property Damage,  
Including all owned, hired and non-owned  
Automobiles

\$1,000,000  
Combined Limit  
per Accident

- i) Insurance policies shall name the City of Palmer as an additional insured for the purpose of the project and shall contain a waiver of subrogation against the owner.
- ii) Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.
- iii) All policies of insurance shall be issued by insurance companies licensed to do business in the State of Alaska.
- iv) Consultant shall furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
- v) In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the City, to secure and maintain all minimum insurance coverage required of the Contractor hereunder.
- vi) All required certificates and policies shall provide that coverage shall not be cancelled or modified without providing (30) days prior written notice to the City in a manner approved by the City Attorney.
- vii) A lapse in insurance coverage is a material breach of this contract which shall result in immediate termination of the contract, pursuant to section 8.

SECTION 18-UNDERSTANDING

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

SECTION 19-TITLES

The titles of sections in this Agreement are for identification purposes only and are not to be construed as definitions or limitations on the terms of the Agreement.

SECTION 20-THIRD PARTIES NOT NECESSARILY TO BENEFIT

It is specifically agreed between the parties executing this Agreement 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 or any other cause pursuant to the terms or provisions of this Agreement

#### SECTION 21-CONTRACTOR'S OBLIGATIONS TO CITY

- A. Any Contractor in arrears on an obligation to the City, including, but not limited to tax, assessment, lease, sale, charge, fee, 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 10, if it is determined that a Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears on any obligation to the City, to include without limitation, taxation, assessment, lease, charge, fee, or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by certified mail, return receipt requested.
- 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, charges, fees, and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

#### SECTION 22-ETHICAL STANDARDS

Contractor represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former city officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business.

#### SECTION 23-ENVIRONMENTAL SPILLS

Reporting or clean-up of any spills of oil and/or hazardous substances larger than one gallon must be reported to ADEC BY THE Contractor. Any quantity of a spilled hazardous substance must be cleaned up, containerized, and disposed of in a proper manner. All spills in the water must be reported immediately to ADEC. Clean-up procedures are specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18 AAC 75.

SECTION 24-ENTIRE AGREEMENT

The City and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between City and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS, WHEREOF, the Parties have executed this Agreement the day and year recited above.

CITY OF PALMER

\_\_\_\_\_  
Nathan Wallace, City Manager

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
Terre DeVaney, White Knight Services

\_\_\_\_\_  
Date

Funding source verification

Account  
01-17-40-6030

\_\_\_\_\_  
Gina Davis, Director of Finance





**City of Palmer  
Action Memorandum No. 20-060**

**Subject:** Authorizing the City Manager to Execute a Contract Amendment for a One Year Extension with Eagle View Excavation Inc. in the Amount of \$75.00 Per Hour Per Truck and Operator for Snow Haul Services Within the City



**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**




**Originator Information:**

**Originator:**    Chris Nall, Director of Public Works

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
√	Finance		09/02/2020
_____	Fire	_____	_____
_____	Police	_____	_____
√	Public Works		09/01/2020

**Approved for Presentation By:**

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

**Certification of Funds:**


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

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): 01-17-40-6030
- Not budgeted

Director of Finance Signature: 

**Attachment(s):**

- Current Snow Haul contract with Eagle View Excavation Inc.
- Action Memorandum No. 19-074
- Original Bid Tabulation

**Summary Statement/Background:**

Snow Hauling Services in support of Public Works snow removal operations is an annual contract the City awards. The current contract was awarded to Eagle View Excavation Inc. in 2019, by Action Memorandum 19-074, for a period of one year, with the option to extend the contract for two additional one-year contracts at the same per event rate of \$75.00 per hour for truck and operator. Public Works would like to exercise the first one-year extension to this contract.

The Contractor will be used on an "on-call" basis for snow hauling services during Public Works snow removal operations.

Eagle View Excavation Inc. has had the contract for one year and has been very responsive to the City's needs.

The Maintenance Superintendent of Public Works will be responsible for overseeing the contractor's work.

**Administration's Recommendation:**

To approve Action Memorandum No. 20-060

**City of Palmer  
Maintenance Agreement  
Snow Hauling Services**

THIS Agreement made and entered this 28th day of October 2019, by and between the City of Palmer, an Alaska municipal corporation (City), and Eagle View Excavation, (Contractor).

SECTION 1 - WORK: The Contractor will do all work described in the attached Bid Specifications. The work is summarily described as: To furnish all materials equipment, insurance and labor necessary to provide Snow Hauling Services including Trucks and Operators "on call".

SECTION 2 - EFFECTIVE DATE/TERM: The Term of this Agreement shall be effective upon execution by both parties and shall continue through **May 31, 2020** with an option to renew for two additional one-year periods at the same unit prices upon mutual consent of the parties and lawful appropriation of funds. The contractor must request the option period be exercised a minimum of 30 days prior to the expiration of the contract, in this case May 1,2020.

SECTION 3 - PAYMENT/METHOD OF PAYMENT: The City shall pay the Contractor **\$75.00 per hour for truck and operator** for the work specified in Section 1 of this Agreement. The Contractor shall bill the City monthly. Payments shall be made to the Contractor within thirty (30) calendar days after the Director of Public Works receives and approves the invoice.

SECTION 4 - RELATIONSHIP OF THE PARTIES: The Contractor shall perform its obligations hereunder as an Independent Contractor of the City. The City may administer this Agreement and monitor the Contractors compliance with this Agreement but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 5 - ASSIGNMENTS AND SUBCONTRACTORS:

- A. The Contractor 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. However, claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution or by court order without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Any such assignment shall be subject to all rights of the City, to include without limitation, those rights of the City set out in Section 21 below.
- B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

SECTION 6 – WARRANTY: The Contractor expressly warrants that all materials used will be of the best quality locally available and all workmanship will meet the highest standards of the trade. In addition, the Contractor guarantees to answer personally for all materials and workmanship supplied to the City and shall undertake to Director of Public Works.

SECTION 7 - DUTY OF DEFENSE AND INDEMNIFICATION:

- A. The Contractor shall indemnify, defend, and hold and save the City, its elected and appointed officers, agents and employees, harmless from all claims, demands, suits, or liability of any nature, kind or character, including without limitation, costs, expenses, and attorney fees.

The Contractor shall be responsible under this clause for any and all legal actions or claims or any character resulting from injuries, death, economic loss, damages, violation of law (to include without limitation, statutes, ordinances, constitutions or other laws, rules or regulations), contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising out of or connected with in any way, directly or indirectly, Contractors or Contractors Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility include claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees.

- B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

SECTION 8 - TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with the payment provision set forth in Section 5 of this Agreement. Equitable compensation shall not exceed the amount reasonably billed for work done and expenses reasonably incurred. The Public Works Director or designee shall determine whether work completed is satisfactory.

SECTION 9 - TERMINATION FOR CONVENIENCE OF THE CITY: The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination at least ten (10) days prior to the effective date of termination.

Upon termination of this Agreement, the City shall pay the Contractor for all work completed to the satisfaction of the Public Works Director or designee as of the date termination is effective.

SECTION 10 – MODIFICATIONS: The City may, from time to time, require modifications in the Scope of Work of the Contract to be performed under this Agreement. However, it is expressly understood that the total amount of compensation for successful performance of this Agreement or other terms of this Agreement shall not under any circumstances be modified without written authorization from the City. All modifications in the terms of this Agreement shall be incorporated by written amendments to this Agreement executed by both parties.

SECTION 11 - NON-DISCRIMINATION: The Contractor and all persons acting on its behalf, agrees that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any person qualified to perform the services required under this Agreement.

SECTION 12 - COMPLIANCE WITH LAWS: Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by the Contractor of an applicable law shall constitute an event of default under this Agreement and the Contractor shall be liable for and hold the City harmless and defend

the City from and against all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the City because of the violation.

Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

SECTION 13 - 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 effect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each provision hereof.

SECTION 14 – SEVERABILITY: If any provision of the Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby.

SECTION 15 - RULE OF INTERPRETATION: This Agreement shall not be interpreted for or against either party, but shall be interpreted according to its fair and reasonable intent.

SECTION 16 – NOTICES: Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by registered or certified mail to the following address:

<u>City:</u>	City of Palmer	<u>Contractor:</u>
	Nathan E. Wallace, City Manager	Eagle View Excavation
	231 W. Evergreen Avenue	P.O. Box 3247
	Palmer, AK 99645	Palmer, AK 99645

SECTION 17 – INSURANCE: Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

The Contractor shall provide the following types of insurance:

<u>Workers' Compensation</u>	<u>Minimum Limits</u>
\$500,000 Employers Liability and Workers' Compensation as required by Alaska State Worker's Compensation Statutes	Statutory
<u>Comprehensive General Liability</u>	<u>Minimum Limits</u>
Bodily Injury and Property Damage Liability Premises Operations including explosion, Collapse and underground; Products and Complete Operations; Broad Form Property Damage; Blanket Contractual; Personal Injury Owner's/Contractor's Protection	\$1,000,000 Combined Limit Each Occurrence and \$2,000,000 Aggregate

Comprehensive Automobile Liability

Minimum Limits

Bodily Injury and Property Damage,  
Including all owned, hired and non-owned  
automobiles

\$1,000,000  
Combined Limit  
per Accident

- i) Insurance policies shall name the City of Palmer as an additional insured for the purpose of the project and shall contain a waiver of subrogation against the owner.
- ii) Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.
- iii) All policies of insurance shall be issued by insurance companies licensed to do business in the State of Alaska.
- iv) Consultant shall furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
- v) In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the City, to secure and maintain all minimum insurance coverage required of the Contractor hereunder.
- vi) All required certificates and policies shall provide that coverage shall not be cancelled or modified without providing (30) days prior written notice to the City in a manner approved by the City Attorney.
- vii) A lapse in insurance coverage is a material breach of this contract which shall result in immediate termination of the contract, pursuant to section 8.

SECTION 18 – UNDERSTANDING: The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of the Contractor’s choice, and is executing this Agreement of the Contractor’s own free will.

SECTION 19 – TITLES: The titles of sections in this Agreement are for identification purposes only and are not to be construed as definitions or limitations on the terms of the Agreement.

SECTION 20 - THIRD PARTIES NOT NECESSARILY TO BENEFIT: It is specifically agreed between the parties executing this Agreement 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 or any other cause pursuant to the terms or provisions of this Agreement

SECTION 21 - CONTRACTORS OBLIGATIONS TO CITY:

- A. Any Contractor in arrears on an obligation to the City, including, but not limited to tax, assessment, lease, sale, charge, fee, 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 10, if it is determined that a Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears on any obligation to the City, to include without limitation, taxation, assessment, lease, charge, fee, or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by certified mail, return receipt requested.
- 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, charges, fees, and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

SECTION 22 - ETHICAL STANDARDS: Contractor represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former city officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business.

SECTION 23 - ENVIRONMENTAL SPILLS: Reporting or clean-up of any spills of oil and/or hazardous substances larger than one gallon must be reported to ADEC BY THE Contractor. Any quantity of a spilled hazardous substance must be cleaned up, containerized, and disposed of in a proper manner. All spills in the water must be reported immediately to ADEC. Clean-up procedures are specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18 AAC 75.

SECTION 24 - ENTIRE AGREEMENT: The City and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between City and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year recited above.

CITY OF PALMER

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

10/28/19  
 \_\_\_\_\_  
 Date

CONTRACTOR

  
 \_\_\_\_\_  
 Reed D. Dilley, Owner

10-29-19  
 \_\_\_\_\_  
 Date

Funding Source Verification: 01-17-40-6030

  
 \_\_\_\_\_  
 Gina Davis, Director of Finance

**City of Palmer  
Action Memorandum No. 19-074**

**Subject:** Authorizing the City Manager to Award and Execute a Contract with Eagle View Excavation in an Amount not to Exceed \$75.00 per Hour for City Snow Haul Services

**Agenda of:** October 22, 2019

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**


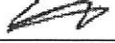
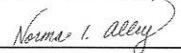
**Originator Information:**

**Originator:**    City Manager

**Department Review:**

Route to:	Department Director:	Signature:	Date:
	Community Development		
√	Finance		10/07/19
	Fire		
	Police		
√	Public Works		10/07/19

**Approved for Presentation By:**

	Signature:	Remarks:
City Manager		
City Attorney		
City Clerk		

**Certification of Funds:**

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

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): 01-17-40-6030 (\$23,156)
- Not budgeted

Director of Finance Signature: 



**Attachment(s):**

- Bid Tabulations

**Summary Statement/Background:**

Snow Haul Services for the City is an annual contract the City awards. The Contractor will be used on an "on-call" basis for snow hauling during Public Works snow removal events.

An invitation to bid was posted and two bids were received and reviewed by City staff. Eagle View Excavation had the lowest bid price, at \$75.00 per hour. Eagle View Excavation has had the Snow Haul contract in the past.

The Public Works Maintenance Superintendent will be responsible for overseeing the contractor's work.

**Administration's Recommendation:**

To approve Action Memorandum No. 19-074.

**BID TABULATIONS**

	Bidder 1	Bidder 2	Bidder 3	Bidder 4
	Dirtworks, Inc	Eagle View Excavation		
BID PROPOSAL	<b>Bid Amount</b>	<b>Bid Amount</b>	<b>Bid Amount</b>	<b>Bid Amount</b>
Acknowledged Addenda 1 (Y/N)	NA	NA	NA	NA
Signed Proposal (Y/N)	Yes	Yes		
Bid Security (Bond) (Y/N)	NA	NA		
<b>Total Per Hour Bid</b>	\$ 100.00	\$ 75.00		

Per PMC 3.21.200 the City Manager is waiving an irregularity of an unsealed bid

**City of Palmer  
Action Memorandum No. 20-061**

**Subject:** Authorizing the City Manager to Execute an Assignment and Consent to Assignment of Lease Agreement with Hageland Aviation Services, Inc. and Tatonduk Outfitters Limited D.B.A. Everts Air Cargo and Everts Air Alaska for PMA Lease No. 20-001 on Lease Lot 2 of Block 3, Palmer Municipal Airport, for the Purpose of Transferring the Lease and Leasehold Improvements to the High Bidder from the Ravn Air Group Bankruptcy Auction

**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**




**Originator Information:**

**Originator:**    Frank J. Kelly, Airport Superintendent

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **137,515.61 Settlement**

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>137,515.61</u>
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>27,927.16</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>DLQ Lease PMT \$15,257.20 DLQ Parking Agreement \$4,331.25</u>
<input checked="" type="checkbox"/>	Not budgeted	<u>DLQ Property Tax Payment \$26,304.06 Ins Payment \$1,623.10 GL 03-00-00-3690 Settlement \$90,000.00</u>

Director of Finance Signature: 

**Attachment(s):**

- Settlement Agreement with Ravn Air Group / Court Order
- Draft Assignment and Consent to Assignment Agreement for PMA No. 20-001
- PMA Lease No. 20-001
- Identity Documents Tatonduk Outfitters Limited

**Summary Statement/Background:**

The Ravn Air Group owns Hageland Aviation Service, Inc. During the bankruptcy process and proceedings, a dispute arose as to the legitimacy of PMA Lease No. 20-001 (the new proposed lease with Hageland Aviation Services, Inc.) that went unexecuted by Hageland until well after the original lease expired and after the leasehold assets were sold on July 9<sup>th</sup> to Tatonduk Outfitters LTD, the highest bidder at auction for the assumption of the expired Hageland Lease PMA No. 00-1 and the leasehold assets.

Based upon the advice from the City’s legal counsel of the favorability of the debtor’s position (Ravn Air Group) with the bankruptcy courts, the City administration choose to settle the disputed lease agreement with as favorable a settlement as could be expected, pending City Council approval. Proceeds from the settlement would be applied as follows:

\$90,000.00	Settlement of Sale Proceeds to COP
\$15,257.20	DLQ Lease Payment with late fee and interest, PMA Lease No. 20-001
\$4,331.25	DLQ Airport Parking Agreement rent payment, PMA PA No. 20-01
\$26,304.06	DLQ Borough Property Tax Payment Made Current
<u>\$1,623.10</u>	Reimbursement to COP for Hazard Insurance Premium on Leasehold Assts
\$137,515.61	Total Agreed Settlement Proceeds

The City most likely would be forced to accept the transfer of this lease to Tatonduk Outfitters LTD by the bankruptcy court regardless of any objections raised by the City, so this approval is designed to keep things orderly and provides for compensation to the City and brings past due obligations current moving forward.

**Administration’s Recommendation:**

To approve Action Memorandum No. 20-061 authorizing the City Manager to execute an assignment and consent to assignment of lease agreement with Hageland Aviation Services, Inc. and Tatonduk Outfitters Limited D.B.A. Everts Air Cargo and Everts Air Alaska for PMA Lease No. 20-001 on Lease Lot 2 of Block 3, Palmer Municipal Airport, for the purpose of transferring the Lease and Leasehold Improvements to the high bidder from the Ravn Air Group bankruptcy auction

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

RAVN AIR GROUP, INC. *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-10755 (BLS)

(Jointly Administered)

**STIPULATION REGARDING ASSIGNED  
LEASES AND CLOSING OF SALE (EVERTS/PALMER)**

Ravn Air Group, Inc. and each of its above-captioned affiliated entities, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (these “Chapter 11 Cases”), hereby request that the Court enter an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), approving this stipulation (the “Stipulation”) by and between Debtor Hageland Aviation Services, Inc. (“Hageland”), the City of Palmer, Alaska (“Palmer”), and Tatonduk Outfitters Limited dba Everts Air Cargo and Everts Air Alaska (“Everts” and, together with Palmer and Hageland, the “Parties”), as set forth herein.

**RECITALS**

A. On April 5, 2020 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

B. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s U.S. tax identification number are as follows: Ravn Air Group, Inc. (3047), Ravn Air Group Holdings, LLC (5356), JJM, Inc. (4858), HoTH, Inc. (9957), Peninsula Aviation Services, Inc. (6859), Corvus Airlines, Inc. (7666), Frontier Flying Service, Inc. (8091), and Hageland Aviation Services, Inc. (2754). The notice address for all of the Debtors is 4700 Old International Airport Road, Anchorage, AK 99502.

C. Hageland and Palmer were parties to that certain Palmer Municipal Airport Lease Agreement No. 00-1 dated as of July 1, 2000 (the “Original Lease”), pursuant to which Hageland leased certain real property from Palmer. The Parties agree that the Original Lease has expired and is of no further force or effect.

D. Hageland has delivered to Palmer the Palmer Municipal Airport Lease Agreement No. 20-001 dated as of July 1, 2020 (the “New Lease”), which New Lease purports to provide for a lease of certain real property identified in the New Lease as the “Premises” through June 30, 2040. A dispute arose between Hageland and Palmer regarding the validity of the New Lease, which dispute is fully resolved herein.

E. On June 4, 2020, the Debtors filed and served the Notice of Sale Procedures, Auction Date, and Sale Hearing [Docket No. 301], which identified a lease of the Premises as one of the assets subject to assumption and assignment. The Debtors further filed and served the Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned dated June 18, 2020 [Docket No. 346] and the Notice of Successful Bidders and Back-Up Bidders as Auction dated July 9, 2020 [Docket No. 430], which disclosed among other things a proposed transfer of Hageland’s rights in the Premises to Everts (hereafter, the “Everts Transaction”).

F. On July 9, 2020, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) approved the Everts Transaction, including the transfer of Hageland’s rights in the Premises to Everts, subject to entry of specific orders with respect to the Everts Transaction. On August 19, 2020, the Bankruptcy Court entered the Order Approving the Debtors’ Motion for the (A) Sale of Certain Acquired Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (B) the Assumption and Assignment of Certain Contracts,

and (C) Payment of Bid Protections, if Applicable [Docket No. 538] (the “Sale Order”), which specifically authorized the Everts Transaction.

G. In addition to the dispute identified in Recital D above, subsequent to entry of the Sale Order, Palmer identified certain other obligations relating to the Everts Transaction, as follows: (1) \$15,257.20 in outstanding payments under the New Lease; (2) \$4,331.25 owing on that certain Parking Agreement 20-01 dated as of April 2, 2020 (the “Parking Lease” and, with the New Lease, the “Assigned Leases”); (3) \$26,304.06 in taxes payable to the Matanuska-Susitna Borough; and (4) \$1,623.10 in insurance reimbursement obligations. Together, the foregoing are collectively called the “Additional Obligations.”

H. The Parties wish to settle all of their disputes with respect to the Premises and the Everts Transaction and to allow Everts to take assignment of the Assigned Leases according to the terms set forth herein.

### STIPULATION

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, in consideration of the foregoing Recitals and the promises set forth herein, which are subject only to Bankruptcy Court approval, as follows:

1. The foregoing Recitals are hereby fully incorporated into and made an express part of this Stipulation.

2. Palmer agrees that the Assigned Leases are in full force and effect, and consents to the assignment of the Assigned Leases to Everts; and Everts consents to take assignment of the Assigned Leases. Upon Closing (as hereafter defined), the Debtors shall be relieved of their

obligations under the Assigned Leases to the fullest extent permitted by section 365(k) of the Bankruptcy Code.

3. In connection with Palmer's consent to the assignment of the Assigned Leases, the Debtors direct Everts to pay \$90,000 of the \$925,000 consideration described in the Sale Order to Palmer, as incorporated into paragraph 6 hereof.

4. In consideration of the addition of the Parking Lease to the other assets identified in the Sale Order, Everts agrees to pay \$4,331.25 in cure payments to Palmer, as incorporated into paragraph 6 hereof.

5. As further consideration to Palmer, the Debtor agrees to direct to Palmer payment of all of the Additional Obligations at Closing from the Debtor's assets, other than the Parking Lease payment set forth in the preceding paragraph, as incorporated into paragraph 6 hereof.

6. At Closing, Everts will pay by wire or other acceptable form of funds transfer the following amounts in full satisfaction of its obligations under the Sale Order and this Stipulation:

- a. To Palmer, \$137,515.61 (representing payments on each of the obligations identified in paragraphs 3 through 5); and
- b. To the Debtors, \$699,474.50 (representing \$925,000 less (i) \$92,500 previously received as a deposit from Everts (the "Deposit") and (ii) the amount payable pursuant to paragraphs 3 and 5).

7. At Closing, Everts will execute and deliver to Palmer Assignment and Consent to Assignment agreements for both the New Lease and the Parking Lease, each of which will include a guaranty by Robert W. Everts in his personal capacity.

8. At Closing, the Debtor will deliver to Palmer "wet ink" copies of:  
(a) Memorandum of Lease Termination PMA Lease Agreement No. 00-1 dated as of March 11,



2020; (b) Memorandum of Lease Agreement No. 20-001 dated as of July 1, 2020; and (c) Lease Agreement No. 20-001 dated as of July 1, 2020.

9. At or before Closing, Palmer will obtain all approvals deemed necessary by Palmer. The parties shall not be obligated to proceed to Closing absent Palmer obtaining such approvals.

10. At Closing, the Debtors shall apply the Deposit to Everts' obligations.

11. The Parties hereto hereby release and forever discharge each other, and their respective partners, officers, directors, agents, trustees, beneficiaries, and employees, of and from any and all claims, acts, damages, demands, rights of action and causes of action which each party ever had, now has, or in the future may have, against the other, arising from or in any way connected to use of the Premises and agreements relating to the same, except for those obligations and liabilities contained in this Stipulation and arising under the Assigned Leases, which will survive. The Parties acknowledge that they have been informed by their attorneys of the implications of giving up unknown claims (including, without limitation, claims that might otherwise be preserved pursuant to Section 1542 of the Civil Code of the State of California) and do hereby expressly waive and relinquish all unknown rights and benefits they have or may have or had, including under that section 1542, which reads as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

The Parties hereby acknowledge that the foregoing waiver was separately bargained for.

12. This Stipulation shall become effective after (a) entry of an unstayed order of the Bankruptcy Court approving this Stipulation in substantially the form of Exhibit A, and (b) a closing (the "Closing") to be set at a date mutually agreeable by the parties after entry of such

order, at which Closing the funds transfers in paragraph 6 shall be effected and executed copies of all documents shall be delivered. Unless otherwise agreed by the Parties in writing, this Stipulation shall be null and void if the Closing has not occurred prior to September 30, 2020.

13. The undersigned each represents that he or she has full authority to execute this Stipulation on behalf of the Party he or she purports to represent and has received all requisite consents to do so.

14. The Bankruptcy Court shall retain jurisdiction to hear and determine any and all disputes arising from or relating to the interpretation or implementation of this Stipulation.

15. This Stipulation may be executed in one or more counterparts, all of which shall be considered one and the same document, including any facsimile or PDF counterparts, and which together shall constitute one and the same agreement.

16. This Stipulation constitutes the entire agreement between the Parties and may not be amended or modified in any manner except by a writing signed by each of the Parties or their counsel.

Dated as of September [3], 2020

**Hageland Aviation Services, Inc.**

By: \_\_\_\_\_  
John J. Mannion  
Chief Financial Officer

**The City of Palmer, Alaska**

By: \_\_\_\_\_  
[Name]  
[Title]

**Tatonduk Outfitters Limited dba Everts Air  
Cargo and Everts Air Alaska**

By: \_\_\_\_\_  
Paul Quirion  
Director of Operations

**Exhibit A**  
**(Proposed Order)**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

RAVN AIR GROUP, INC. *et al.*,<sup>2</sup>

Debtors.

Chapter 11

Case No. 20-10755 (BLS)

(Jointly Administered)

**ORDER APPROVING STIPULATION REGARDING ASSIGNED  
LEASES AND CLOSING OF SALE (EVERTS/PALMER)**

Upon consideration of the stipulation attached hereto as **Exhibit A** (the “Stipulation”) by and between debtor and debtor in possession Hageland Aviation Services, Inc., the City of Palmer, Alaska, and Tatonduk Outfitters Limited dba Everts Air Cargo and Everts Air Alaska (collectively, the “Parties”), and good and sufficient cause appearing therefor, it is hereby:

- A. The Stipulation is APPROVED.
- B. This Court shall retain jurisdiction to hear and determine any and all disputes arising from or relating to the interpretation or implementation of the Stipulation.
- C. The Stipulation may be executed in one or more counterparts, all of which shall be considered one and the same document, including any facsimile or PDF counterparts, and which together shall constitute one and the same agreement.

<sup>2</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s U.S. tax identification number are as follows: Ravn Air Group, Inc. (3047), Ravn Air Group Holdings, LLC (5356), JJM, Inc. (4858), HoTH, Inc. (9957), Peninsula Aviation Services, Inc. (6859), Corvus Airlines, Inc. (7666), Frontier Flying Service, Inc. (8091), and Hageland Aviation Services, Inc. (2754). The notice address for all of the Debtors is 4700 Old International Airport Road, Anchorage, AK 99502.



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

**ASSIGNMENT AND CONSENT TO ASSIGNMENT**

**"Palmer Municipal Airport Lease No. 20-001"**

In consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer by court order regarding Case No. 20-10755 (BLS) hereby consents to the foregoing Assignment of Lease Agreement PMA No. 20-001 (dated July 1, 2020) on Lot 2, Block 3, for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska between Hageland Aviation Service, Inc., ("Assignor") to Tatonduk Outfitters, LTD. Dba Everts Air Cargo and Everts Air Alaska, ("Assignee").

Current Palmer Municipal Airport Lease No. 20-001 (The Airport Lease) is in Effect. Except as otherwise expressly stated herein, nothing in this Assignment and Consent to Assignment of PMA Lease No. 20-001 is intended to amend or alter any of the terms and conditions of the Airport Lease or any amendments thereto previously executed by Lessor and Lessee. All terms and conditions remain in full force and effect.

**Amendment(s)**

None

**Notices**

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

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

Lessee's address: Tatonduk Outfitters LTD.  
P.O. Box 61680  
Fairbanks, AK. 99706

**LESSOR: City of Palmer**

By: \_\_\_\_\_  
John Moosey, City Manager

Date: \_\_\_\_\_

**ASSIGNOR: Hageland Aviation Services, Inc.**

By: \_\_\_\_\_  
David H. Pflieger Jr., President

\_\_\_\_\_ Date

By: \_\_\_\_\_  
John Mannion, Secretary

\_\_\_\_\_ Date

**ASSIGNEE AND LESSEE: Tatonduk Outfitters Limited**

By: \_\_\_\_\_  
Robert W. Everts, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Susan E. Hoshaw, Secretary

Date: \_\_\_\_\_

**GUARANTY**

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

**GUARANTOR(s):**

**GUARANTOR(s): Robert W. Everts**

By: \_\_\_\_\_  
Robert W. Everts, Individually

Date: \_\_\_\_\_

**NOTARY**

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on the \_\_\_\_\_day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, John Moosey, known to me to be the identical individual described in and who executed the within and foregoing Assignment and Consent to Assignment Agreement as City Manager of the City of Palmer, freely and voluntarily on behalf of the City of Palmer for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Notary Public in and for Alaska

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

**NOTARY**

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT    )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, David H. Pflieger Jr., President of the corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation for the uses and purposes therein stated.

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

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

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



**NOTARY**

STATE OF ALASKA                      )  
  )ss.  
THIRD JUDICIAL DISTRICT        )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, John Mannion, Secretary of the corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation for the uses and purposes therein stated.

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

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

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

**NOTARY**

STATE OF ALASKA                      )  
  )ss.  
THIRD JUDICIAL DISTRICT        )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Robert W. Everts, President of the corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation(s) to execute the foregoing instruments as the free act and deed of the said corporation(s) for the uses and purposes therein stated.

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

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

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

**NOTARY**

STATE OF ALASKA                 )  
   )ss.  
THIRD JUDICIAL DISTRICT    )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Susan E. Hoshaw, Secretary of the corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation(s) to execute the foregoing instruments as the free act and deed of the said corporation(s) for the uses and purposes therein stated.

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

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

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

**NOTARY**

STATE OF ALASKA                 )  
   )ss.  
THIRD JUDICIAL DISTRICT    )

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, Robert W. Everts, an individual known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

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

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



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

**PALMER MUNICIPAL AIRPORT  
LEASE AGREEMENT No. 20-001**

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**City of Palmer**

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

**PALMER MUNICIPAL AIRPORT  
LEASE AGREEMENT No. 20-001**

This LEASE AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2020, by and between the City of Palmer, a municipal corporation organized and existing under its charter and the laws of the State of Alaska, hereinafter referred to as the "Lessor", and Hageland Aviation Services, Inc., hereinafter referred to as the "Lessee".

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

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

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

**Section 1.1 Premises and Purpose**

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

Palmer Municipal Airport, Block 3, Lease Lot 2  
Containing 4.224 acres or 183,997.44 square feet, more or less  
A.K.A. 801 Cope Industrial Way, Palmer, AK. 99645  
See Attached "Exhibit A"

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

- B. Lessee shall use the Premises for the following Aeronautical uses only, and for no other: Aircraft Storage, Service, Maintenance, Transportation and Self-Fueling activities.
- C. Any use of the Premises for Non-Aeronautical activity is strictly prohibited, unless an approved amendment to this lease is adopted and fair market value rates for Non-aeronautical areas are applied.

**Section 1.2 Term and Renewal**

- A. The term of the lease shall be for a period of 20 years, commencing on the 1<sup>st</sup> day of July 2020 (the "Commencement Date") and ending on the 30<sup>th</sup> day of June of 2040, subject to the terms of provisions hereof.
1. The rental rate will continue to be subject to changes as provided in Section 1.4 "Rent Adjustment,";

2. The renewal insurance provision as provided in Section 4.3 will apply along with any other changes made in accordance with Section 4.3;
3. The Lease will be subject to such other and further changes as are deemed necessary by Lessor for the reasonable protection of Lessor.

### **Section 1.3 Rent**

- A. Lessee shall pay to the Lessor as rent during the term hereof the sum \$14,719.80 per year, payable annually in advance without demand, beginning July 1, 2020 and continuing on the same day of each and every year thereafter during the term of the lease at the office of the Lessor set forth in Section 7.8 or at such other place as the Lessor may designate in writing. (Rent is derived as follows: 183,997.44 square feet X \$0.08 cents per square foot)
  1. Failure to pay rent by the thirtieth day after the due date shall obligate the Lessee to pay a late charge of \$100.00, which sum is agreed to a reasonable estimate of the Lessor's damages for late rental payments and shall not be construed as a penalty or a limitation on Lessor's remedies.
  2. This late charge is in addition to a 12 percent daily interest rate.  
( $0.12\% / 365 = .00033 \times \$14,719.80 = \$4.86$  cents per day)
- B. All rent shall be payable in current legal tender of the United States. Payment may be tendered by check, but payment shall not be made in fact until such check has been honored by the drawee bank. The tender of payment by check within the time provided shall be deemed sufficient to meet any due date only if the check is subsequently honored by the drawee bank and the Lessor subsequently receives the legal tender required by this Lease. Any subsequent dishonor and non-receipt of rent payment shall constitute a default of this Lease.
- C. The extension of time for the payment of any installment of rent, or the acceptance by the Lessor of any money other than of the kind herein specified, shall not be a waiver of the right Lessor to insist on all other payments of rent to be made in the manner and at the time herein specified. The acceptance by the Lessor of a past due installment payment shall not waive the Lessor's right as to any other default or breach of the Lease.
- D. The rent herein specified shall be net to the Lessor and such payment shall not be subject to any abatement, deduction or off set (except as otherwise provided in this Lease).
- E. All taxes, charges, costs, expenses, utilities and assessments which the Lessee is required to pay hereunder, and all damages, costs and expenses which the Lessor may incur by reason of any default of the Lessee or failure on the Lessee's part to comply with the terms of the Lease, shall be deemed to be additional rent and in the event of nonpayment by the Lessee, the Lessor shall have all the rights and remedies with respect thereto that the Lessor has for the nonpayment of the basic rent.

### **Section 1.4 Rent Adjustment**

- A. It is the intent of the parties that the Palmer Municipal Airport be a self-sustaining facility and operate without any support from the general fund of the Lessor.
- B. The rent shall be subject to adjustment at five (5) year intervals to achieve fair market rent, the first adjustment date is five (5) years following the annual payment. The rent shall be adjusted as follows:
  1. Six (6) months prior to the termination of the initial five (5) year period and any subsequent five (5) year period, Lessor shall propose the rent for the next five (5) year period of the lease term and the parties hereto may, by mutual agreement, set the rent for the five (5) year period. The basis of the initial proposed new rent

for the next five (5) year term will be the accumulated increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, semiannual averages, all items index for the Anchorage, AK. Local area, based upon 2019 as a base year. Additional factors for the basis of the initial proposed new rent will include, but are not limited to; the comparative leasing rate of similar airports in the Alaskan market place, as well as local and state economic conditions and the airports' vacancy rates.

- a. If an agreement is not reached ninety (90) days prior to the end of the current five (5) year period, the fair market rental value of the premises shall be determined by an appraiser selected by the lessor who shall (a) be a member of The American Institute of Real Estate Appraisers, and (b) have experiencing in appraising properties similar to the premises. (The "Qualified Appraiser"). The cost of the initial appraisal shall be born equally between Lessor and Lessee. If either the Lessor or Lessee or both shall disapprove of the fair market rental of the premises as thus determined, the dissatisfied party(s) may then designate another Qualified Appraiser who shall conduct a second (or additional) independent appraisal(s) of the premises and the fair market rental of the premises shall be determined to be the average of the two appraisals. The cost of the additional appraisal shall be borne by the dissatisfied party. In the event that both the Lessor and the Lessee are both dissatisfied with the original appraisal than the cost of, the second appraisal shall be borne equally between the Lessor and Lessee.
2. Lessor's failure to timely start this rent adjustment procedure does not affect the rent adjustment, other than that the rent shall not be adjusted for the period before Lessor starts the procedure for each five-year period.
  - a. If, for example, Lessor starts the rent-adjustment procedure for the first time on the first day of the seventh year of the lease term, then the rent shall remain unchanged for the previous six years.
  - b. Any adjustment in Section 1.4 would start as of the first day of the seventh year and remain in effect through year ten when Lessor could again start the rent-adjustment procedure.
- C. During the pendency of any determination of fair market rent, Lessee shall pay the rent last in effect for the Premises until such determination has been made. Any deficiency between the rent so paid and the adjusted rent retroactive to the beginning of the period for which it is due shall be paid within thirty (30) days of being billed to Lessee with interest from the original due date of such rent at the rate highest rate allowed by law for debts under \$25,000 or twelve percent (12%) per annum, whichever rate is lower.

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

- A. The fair market rent of the premises shall be based on the Consumer Price Index for the Municipality of Anchorage from the United States Department of Labor statistics as outlined in Section 1.4.
- B. Fair market rent shall not include any return on improvements placed on the Premises by the Lessee or its predecessors in interest, but shall include a return for improvements placed on the Premises by the Lessor or otherwise belonging to Lessor.
- C. The parties acknowledge that certain property at Palmer Municipal Airport may not currently and may not in the future be leased for a fair market rent.



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

## **ARTICLE II - IMPROVEMENTS**

### **Section 2.1 Improvements**

- A. Improvements located on the leased Premises, consist of the following buildings and site improvements:
  - 1. Improvements consist of:
    - 110'.6" x 167'.0" Steel Frame Aircraft Hanger with Offices.
    - 80'.2" x 60'.2" Shop with Offices Above
    - Approximately 3 Acres of Graveled Pad Area
    - 6,000 Gallon Fuel Tank with Equipment Shed
- B. The improvements shall fully comply with all applicable federal, state, and municipal laws and regulations, including but not limited to federal, state, and municipal building, fire, construction and safety codes and zoning regulations and requirements.

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

- A. If the Lessee, at a future date, wishes to construct additional improvements on the lease lot, which is the subject of this agreement, Lessee shall follow the guidance outlined in Sections 2.2 (B) through 2.17 and Section 3.12.
- B. The Lessee at its own cost and expense shall have prepared conceptual plans for improvements and shall prepare and submit them to the Department of Community Development and the Airport Manager. The conceptual plans shall have a site plan, building floor plan, all four building elevations and the improvements to be constructed.

### **Section 2.3 Conceptual Plans**

- A. The Department of Community Development shall examine the conceptual plans and within thirty (30) days after submission, the Airport Manager shall inform the Lessee in writing of any objections to the conceptual plans.
  - 1. In event of objections, the Lessee shall have thirty (30) days to propose any corrective amendments which the Airport Manager shall accept or reject within the next twenty (20) days.
  - 2. Failure of the Airport Manager to inform the Lessee in writing of his or her objections within twenty (20) days shall constitute the Airport Manager's and the Department of Community Development's approval.
- B. The Airport Manager's and Department of Community Development's approval of the conceptual plans submitted by Lessee shall not constitute the assumption of any liability of Lessor for their compliance or conformity with applicable building codes, zoning regulations, and/or city, borough, state and federal laws, ordinances and/or regulations, or for their accuracy.
  - 1. Lessee shall be solely responsible for such plans.

2. The Airport Manager's and Department of Community Development approval of such plans shall not constitute a waiver of Lessor's right to thereafter require Lessee to amend the same to provide for any corrections or omissions needed to comply with applicable building codes, zoning regulations, city, borough, state or federal laws, ordinances or regulations.
3. The review and approval required by this section is in addition to any other review and approval needed for any required building permits or similar authorization.

#### **Section 2.4 Final Plans**

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

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

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

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

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

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

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

If the Lessee has not commenced construction of the Improvements by, on or before August 1, 2016, the Lessor shall have the right at Lessor's option to terminate this Lease on thirty (30) days written notice.

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

- A. The Lessee shall have completed any new construction of Improvements in a reasonable time frame based upon the scope of said project and agreed to in writing by the Lessee and the Airport Manager.
- B. The construction shall be completed when the Improvements have been substantially completed and are capable of the use for which they were intended.

### **Section 2.9 Liens**

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

### **Section 2.11 Performance Guarantee**

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

### **Section 2.12 Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 3.1 Airport Purposes**

- A. Lessee shall have the right to conduct on the premises those activities stated in Section 1.1 B only, and Lessee shall not use the Premises for any other purpose or activity without first obtaining the written consent of the Airport Manager to do so.
- B. In addition, Lessees' activities are to be aeronautical related activities as defined in the Federal Aviation Administration's (FAA's) Airport Compliance Handbook, FAA order

- 5190.6B and the FAA Revenue Diversion Policy and all planned development shall be consistent with the Palmer Municipal Airport Layout Plan and Master Plan.
- C. It is the purpose of this Lease to foster and abet air commerce at Palmer Municipal Airport and it is not the intent of this Lease to provide premises for uses which do not promote the development and use of Palmer Municipal Airport.
  - D. All uses normally incidental to an airport such as car rental agencies, limousine service, restaurants, insurance sales, and other such incidental services not directly related to the maintenance and operation of aircraft are prohibited except when the Airport and the FAA have established that a specific facility is not currently needed for aeronautical purposes.
  - E. Any non-aeronautical use must be limited and incidental.
  - F. Any non-aeronautical use must be approved by the Airport Manager and the FAA in writing prior to its commencement.
  - G. Any approved non-aeronautical use will be allowed only on an interim basis and will be phased out if aeronautical demand increases.
  - H. If a non-aeronautical use is approved, the rent provided in section 1.3 shall be increased to reflect the fair market value of the portion of the Premises used for non-aeronautical uses.
  - I. Requests for non-aeronautical uses will be made first to the Airport Manager and if approved by the Airport Manager and FAA, the non-aeronautical use and the conditions associated therewith will be detailed in an addendum to this Lease.
  - J. Lessee shall not use or permit any part of the Premises to be used for any unlawful purpose of or for any purpose or use that may constitute a nuisance or hazard to health, safety, or property.
  - K. Lessee shall not use or allow the Premises or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, or rule or regulation concerning the operation or use of Palmer Municipal Airport.

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

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

### **Section 3.3 Hazardous Materials**

- A. Neither Lessee nor Lessee's agents shall cause or permit any Hazardous Materials or Substances to be brought upon, generated, stored, disposed of, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees without the prior written consent of Lessor.
- B. Lessee shall demonstrate to Lessor's reasonable satisfaction that such Hazardous Materials or Substances are necessary to Lessee's business and will be used, generated, disposed of, and stored in a manner that complies with all laws regulating any such Hazardous Materials or Substance so brought upon, generated, stored, disposed of or used in or about the Premises.
- C. Lessor may, at its option require Lessee to provide annual reports, submitted with the annual rent payment.
- D. The Lessee will report the kinds and quantities of Hazardous Materials or Substance on the Premises and how the Lessee complies with applicable laws regarding disposal.
- E. If Hazardous Material or Substances have been used, generated, disposed of or stored in or about the Premises during the term of this Lease, Lessor may, at its election, have any

environmental assessment performed of the Premises, at the Lessee's expense, at the termination of this Lease or termination of Lessee's right to possession under this Lease.

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

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

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

provisions of this Section 3.4 shall survive termination of Lessee's right to possession of the Premises and/or termination of this Lease.

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

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

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

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

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

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

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

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

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

### **Section 3.9 Affirmative Action**

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

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

- A. Lessee shall repair and maintain the Improvements in good order and repair and keep the Premises in a neat, safe, clean and orderly condition. Such obligation shall include, but not be limited to, the prevention of the accumulation of any refuse or waste materials which might be or constitute a fire hazard or a public or private nuisance.
- B. In the event that Lessee does not properly repair and/or maintain the Improvements or Premises, the Airport Manager shall notify the Lessee in writing of those areas that are not being properly repaired and/or maintained.



- C. If, however, after 60 days, Lessee fails to make such repair and/or maintenance, Lessor may cause to have such repair and maintenance made and invoice the Lessee for the repair and maintenance completed.
- D. If said costs are not paid promptly by Lessee, the lease shall be deemed to be in default, and Lessor shall be entitled to all legal remedies provided hereunder.
- E. Lessee shall neither cause nor allow any waste of the Premises or Improvements. In addition, Lessee shall be strictly liable for any waste of the Premises or Improvements and for any damage to reversion.

**Section 3.11 Signs**

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

**Section 3.12 Improvements and Alterations**

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

- A. Prior to commencing construction, renovation, enlargement, demolition, or modification of leasehold improvements now or hereafter existing on the Premises, Lessee shall submit to the Airport Manager plans and specifications for such work (including plans for landscaping and irrigation, if any) and Timeline for various phases of work.
- B. The Airport Manager shall approve or disapprove such plans and specifications and accompanying Timeline at his or her sole discretion.
- C. Upon Lessee’s receipt of the Airport Manager’s written approval of such plans and specifications, Lessee agrees to construct the proposed leasehold improvements in strict accordance with such plans and specifications and Timeline.
- D. The Airport Manager’s approval of submitted plans and specifications shall not constitute the assumption of any liability by Lessor for their compliance or conformity with applicable building codes, zoning regulations, and city borough, state and federal laws, ordinances and regulations, or for their accuracy, and Lessee shall be solely responsible for such plans and specifications.
- E. The Airport Manager’s approval of plans and specifications shall not constitute a waiver of Lessor’s right to therefore require Lessee to amend the same to provide for any corrections or omissions needed to comply with applicable building codes, zoning regulations, city, borough, state or federal laws, ordinances or regulations.
- F. The review and approval required by Section 3.12 is in addition to any other review and approval needed for any required building permits or similar authorizations.
- G. Lessee shall obtain all necessary licenses and permits to accomplish any of the work described in Section 3.12. Nothing in this Lease is intended to limit or restrict the City of Palmer in the exercise of its police power, authority to enforce building, fire and other safety codes, laws, ordinances, or regulations.
- H. Lessee agrees to comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations prior to the construction of the Improvements and prior to the construction of any future building or structure situated on the Premises.

- I. Any contract or agreement for labor, services, materials or supplies furnished in connection with construction or alteration of any improvement to the Premises shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Premises or the improvements.
- J. Before the commencement of any such work, Lessee shall deliver to Lessor either an executed duplicate original of such contract or a written waiver by the architect, engineer, contractor, material man, mechanic, person or corporation named in such contract of all right of lien which he or it might otherwise have upon or against the Premises, or the improvements to be constructed or altered, or the interest of Lessor therein.
- K. Lessee hereby warrants to Lessor that the Premises and all such other improvements thereto, shall be free and clear of all liens, claims and encumbrances and agrees to indemnify, defend and hold Lessor harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees and appellate attorneys' fees, with respect thereto.
- L. If any lien or notice of lien on account of the alleged debt of Lessee or lien or notice of lien by any party engaged by Lessee or Lessee's contractor to work on the Premises shall be filed against the Premises or improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, order of court or competent jurisdiction or otherwise.
- M. The work, in excess of \$100,000, as described in this lease document shall not begin until the Lessee or Lessee's contractor has provided to the Lessor a performance guarantee in the form of a performance bond, escrow, an irrevocable letter of credit, or deed of trust in an amount equal to 100% of the estimated cost of the Improvements greater than \$100,000 to be accomplished, which guarantees the completion of the work by Lessee or Lessee's contractor in accordance with the plans and specifications approved by Lessor and guarantees the payment by Lessee or Lessee's contractor of all subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work.
- N. All alterations, buildings, structures or other improvements placed on the Premises by Lessee shall be subject to section 7.6 of this Lease.

### **Section 3.13 Quiet Possession**

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

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

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

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

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

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

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

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

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

### **Section 3.18 Aviation Easement**

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

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

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

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

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

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

### **Section 4.2 Indemnification**

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

### **Section 4.3 Insurance**

- A. Lessee, at its own expense, shall secure and maintain in full force at all times during the term of this Lease:
1. Commercial general liability. Commercial general liability insurance with a single occurrence liability limit of \$1,000,000 and an aggregate of \$2,000,000 insuring against liability of Lessee, its officers, contractors, licensees, agents, employees, guests, invites and authorized representatives, arising out of and/or in connection with Lessee's use or occupancy of the Premises; or
  2. Airport premises liability. Airport premises liability insurance on an occurrence basis with a single combined liability limit of not less than \$1,000,000 occurrence and \$2,000,000 aggregate limit for bodily injury and property damage.
  3. If applicable, third-party aircraft liability insurance with a single combined liability limit of not less than \$1,000,000 per occurrence;
  4. Commercial property insurance in the amount of replacement costs.
  5. Pollution Insurance covering all fueling activities with a single combined liability limit of not less than \$1,000,000 occurrence and \$2,000,000 aggregate limit.
- B. This insurance required under this Section shall:
1. Name the Lessor as an "additional insured"
  2. Contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice;
  3. Be with an insurance company qualified to do business in the State of Alaska with a financial rating of at least "A" as rated in current Best's Insurance Reports;
  4. Include a waiver of subrogation clause by which the insurer waives all rights of subrogation against the Lessor for payments made under the policy; and
  5. Not contain a damage deductible for each and every loss that exceeds \$10,000.
- C. Lessee shall provide Lessor with proof of insurance coverage in the form of a certificate of insurance, and if requested by the Lessor, Lessee shall provide Lessor with a copy of the policy(ies). Failure to maintain such insurance in effect shall constitute grounds for immediate termination of this lease. Lessor may at its option purchase said insurance and charge the expense thereof to Lessee, which expense Lessee shall assume and pay.
- D. To reasonably protect itself, Lessor may adjust these minimum insurance requirements and add types of insurance or both by giving Lessee written notice of such adjustment ninety (90) days prior to the expiration of each five (5) year interval of the term of this Lease. Lessor may also adjust these minimum insurance requirements at any time if Lessee's use of the Premises changes, and in such event, Lessor shall give Lessee thirty (30) days written notice of such adjustment.
- E. The requirements of insurance coverage do not relieve Lessee from any other obligation under this Lease.

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

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

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

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

- I. Lessee agrees to pay to Lessor \$500 for any request by Lessee for Lessor to consent to any assignment or subletting by Lessee.

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

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

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

### **Section 6.1 Default Defined**

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

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

### **Section 6.2 Lessor Remedies on Default**

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

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

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



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

or consult with an attorney concerning this Lease or enforce or defend any of Lessor's rights or remedies hereunder, Lessee agrees to pay any attorneys' fees and appellate attorneys' fees so incurred.

- N. Lessor shall not be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon such reletting.

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

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

## **ARTICLE VII - GENERAL COVENANTS**

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

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

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

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

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

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

#### **Section 7.4 Condemnation**

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

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

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

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

- A. Any and all buildings, structures, alterations or improvements placed by the Lessee upon the Premises shall, at the option of the Lessor, revert to and become the property of the Lessor at and upon the expiration or termination of this Lease and/or the termination of Lessee's right to possession of the Premises.
- B. Lessor, in its sole discretion, may require Lessee to remove part or all of said buildings, structures, alterations and/or improvements including, but not limited to, fuel tanks and lines, and partially or completely restore the Premises to the condition of the Premises at the inception of this Lease by sending written notice requesting such removal and restoration within sixty (60) days after such expiration or termination.
- C. Lessee shall then at its own expense complete such removal and restoration within ninety (90) days of the sending of such notice.
- D. At the conclusion of the current lease and extension period(s) the existing Lessee shall be given preference in executing a new lease on the same premises, provided that the proposed land use is compatible with the current Airport Layout Plan and the Lessee is otherwise in good standing with the City of Palmer and in substantial compliance with the existing lease.
- E. Section(s) 7.5 and 7.6 do not necessarily preclude a lessee from recovering value from Lessee's leasehold improvements by selling to a third party at any time during the lease term, provided that all other conditions of the active lease have been met. At such time,

the buying third party would request a new lease or an assignment of the existing lease, and such request would not be reasonably withheld.

### **Section 7.7 Holdover**

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

### **Section 7.8 Notices**

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

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

Lessee's address:      Hageland Aviation Services, Inc.  
                                 C/O HoTH, Inc. / Ravn Air Group, Inc.  
                                 4700 Old International Road  
                                 Anchorage, AK. 99502

### **Section 7.9 Rights or Remedies**

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

### **Section 7.10 Successors in Interest**

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

### **Section 7.11 Applicable Law and Forum**

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

**Section 7.12 Recordation of Lease**

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

**Section 7.13 Severability**

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

**Section 7.14 Construction**

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

**7.15 Gender and Plurality**

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

**Section 7.16 Joint and Several Liability**

The obligations of each Lessee are joint and several.

**Section 7.17 Entire Agreement**

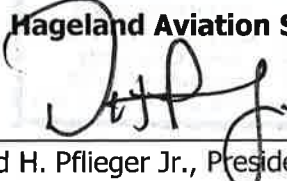
This written Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous agreements, oral or written, between the parties not included herein. No modifications, amendments, deletions, additions or alterations of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

**LESSOR: CITY OF PALMER**

By:   
Nathan E. Wallace, City Manager

Mar 11, 2020  
Date

**LESSEE: Hageland Aviation Services, Inc.**

By:   
David H. Pflieger Jr., President

7/17/20  
Date

By:   
John Mannion, Secretary

July 16, 2020  
Date

**NOTARY**

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 11<sup>th</sup> day of March, 2020, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, to me known and known to me to be the identical individual described in and who executed the within and foregoing LEASE AGREEMENT as City Manager of the City of Palmer, freely and voluntarily on behalf of the City of Palmer for the uses and purposes therein mentioned.

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

Heather Limberg  
Notary Public in and for Alaska



My commission expires: 02/07/2024

**NOTARY**

STATE OF California )  
 )ss.  
THIRD JUDICIAL DISTRICT )  
Contra Costa County

This is to certify that on the 17 day of July, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, David H. Pflieger Jr., President of the corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation for the uses and purposes therein stated.

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

Collin Reece Downs  
Notary public in and for Alaska California



My commission expires: 9/12/23

**NOTARY**

STATE OF ALASKA TEXAS)

)ss.

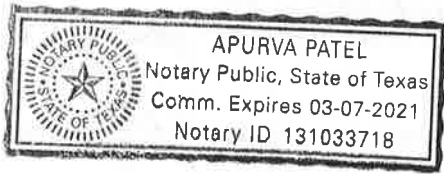
THIRD JUDICIAL DISTRICT )

This is to certify that on the 16<sup>th</sup> day of July, 2020, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared, John Mannion, Secretary of the corporation named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation for the uses and purposes therein stated.

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

*[Handwritten Signature]*

Notary public in and for ~~Alaska~~ Texas



My commission expires: 3/7/2021

**GUARANTY**

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

**Guarantor(s): HoTH, Inc. (100% Shareholder of Hageland Aviation Services, Inc.)  
Ravn Air Group, Inc.**

By: *[Signature]*  
David H. Pflieger Jr., President

7/17/20  
Date

By: *[Signature]*  
John Mannion, Secretary

July 16, 2020  
Date



**NOTARY**

STATE OF ALASKA California )  
 )ss.  
THIRD JUDICIAL DISTRICT )  
Contra Costa

This is to certify that on the 17 day of July, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared, David H. Pflieger Jr., President of the corporation(s) named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation for the uses and purposes therein stated.

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

[Signature]  
Notary public in and for Alaska California

My commission expires: 9/12/23



**NOTARY**

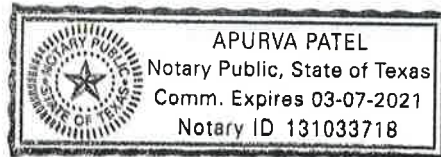
STATE OF ~~ALASKA~~ TEXAS )  
 )ss.  
THIRD JUDICIAL DISTRICT )

This is to certify that on the 16<sup>th</sup> day of July, 2020, before me, the undersigned, a Notary Public in and for the State of ~~Alaska~~, personally appeared, John Mannion, Secretary of the corporation(s) named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instruments as the free act and deed of the said corporation for the uses and purposes therein stated.

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

[Signature]  
Notary public in and for ~~Alaska~~ Texas

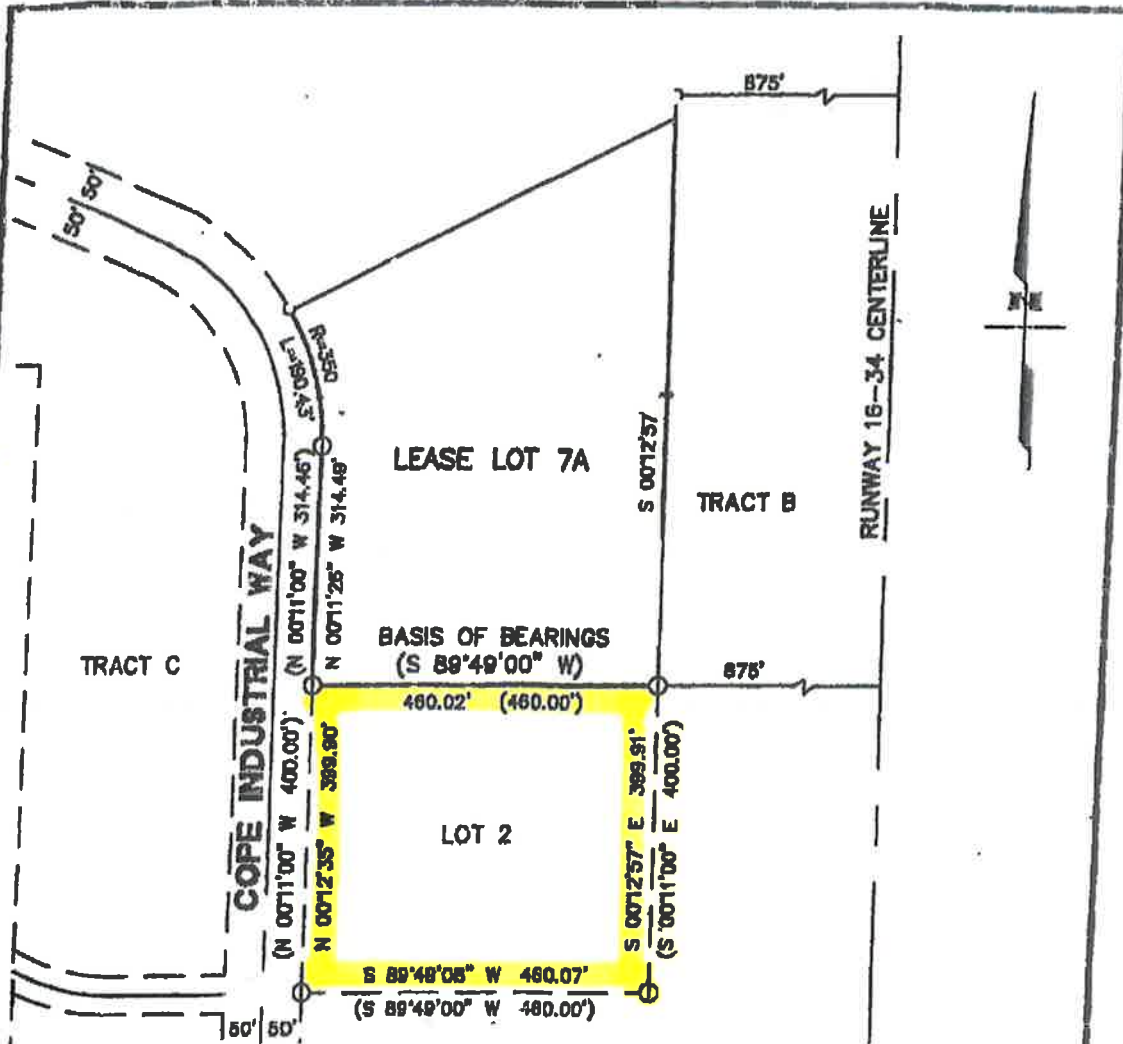
My commission expires: 3/7/2021





PMA Lease No. 20-001

Exhibit A



LEGEND:

- ( ) RECORD DATA, PALMER MUNICIPAL AIRPORT PLAT No. 2006-15
- ⊙ FOUND 2" ALUMINUM CAP
- SET SPIKE & LATHE



LEASE LOT EXHIBIT  
LEASE LOT 2  
LEASE No.

PALMER MUNICIPAL AIRPORT

DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_  
DATE \_\_\_\_\_

LEASE AREA 4.224 ACRES

SCALE 1"=200'





# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	TATONDUK OUTFITTERS LIMITED

**Entity Type:** Business Corporation

**Entity #:** 18517D

**Status:** Good Standing

**AK Formed Date:** 5/24/1978

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** PO BOX 61680, FAIRBANKS, AK 99706

**Entity Physical Address:** 5525 AIRPORT INDUSTRIAL ROAD, 5525 AIRPORT INDUSTRIAL ROAD, FAIRBANKS, AK 99706

## Registered Agent

**Agent Name:** ROBERT EVERTS

**Registered Mailing Address:** PO BOX 61680, FAIRBANKS, AK 99706

**Registered Physical Address:** 5525 AIRPORT INDUSTRIAL RD., FAIRBANKS, AK 99709

## Officials

Show Former

AK Entity #	Name	Titles	Owned
	ROBERT W. EVERTS	Director, President, Shareholder, Treasurer	51.00
	Robert W. Everts Alaska Trust	Shareholder	49.00
	SUSAN E. HOSHAW	Secretary	

## Filed Documents

Date Filed	Type	Filing	Certificate
5/24/1978	Creation Filing	<a href="#">Click to View</a>	
2/12/1988	Biennial Report		
1/18/1990	Biennial Report		
1/23/1992	Biennial Report	<a href="#">Click to View</a>	
12/16/1993	Biennial Report	<a href="#">Click to View</a>	
12/19/1995	Biennial Report	<a href="#">Click to View</a>	
12/05/1997	Biennial Report	<a href="#">Click to View</a>	
12/21/1999	Biennial Report	<a href="#">Click to View</a>	
1/16/2002	Biennial Report	<a href="#">Click to View</a>	

Filed for Record  
State of Alaska

APR 19 2002

**BUSINESS NAME REGISTRATION/RENEWAL APPLICATION**  
Department of Community and Economic Development

Provide all information. Please type or print, except for the signature.

- Initial registration
- Renewal

**Business Name to Register**

Full business name: Tatonduk Outfitters Limited d/b/a EVERTS AIR ALASKA

**Owner Name and Address**

Name: Robert W. Everts

Address: P. O. Box 61680

City, state, postal code: Fairbanks, AK 99706

Use the principal office address for a corporation DBA.

**Addresses of Business**

Address: 5525 Airport Industrial Road - Fairbanks, AK 99709

Address: \_\_\_\_\_

Attach a continuation sheet, if needed.

**Persons with Ownership Interest**

Name: Robert W. Everts

Address: P. O. Box 61680

City, state, postal code: Fairbanks, AK 99706

Attach a continuation sheet, if needed.

For a corporation DBA, see the following:

- The list of 5% or more shareholders and alien affiliates filed with our most recent biennial report is complete and correct.

**Statement of Business**

This business is in operation. The nature of the business is: Air Transportation

Signed: [Signature]

Printed name: Robert W. Everts

Title: President/Owner

Signer must be: an owner of the business; president or vice-president of the corporation; the general partner of the limited partnership; a member of the limited liability company; a general partner of the limited liability partnership.

Return form and \$25.00 payment to



Dept. of Community and Economic Development  
Corporations Section  
PO Box 110808  
Juneau AK 99811-0808



The application will not be accepted unless the fee is enclosed, payable to the State of Alaska.

**STATE USE ONLY**

Date received 4/19/02

Check # 39734

Dollar amount 25.00

Cash \_\_\_\_\_

Card type \_\_\_\_\_

Authorization # \_\_\_\_\_

Registration # 31440

Registration Date 4/19/02

Expiration Date 12/31/2006

52289

Filed for Record  
State of Alaska

APR 19 2002

**BUSINESS NAME REGISTRATION/RENEWAL APPLICATION**

Department of Community  
and Economic Development

Provide all information. Please type or print, except for the signature.

- Initial registration
- Renewal

**Business Name to Register**

Full business name: Tatonduk Outfitters Limited d/b/a EVERTS AIR CARGO

**Owner Name and Address**

Name: Robert W. Everts

Address: P. O. Box 61680

City, state, postal code: Fairbanks, AK 99706

Use the principal office address for a corporation DBA.

**Addresses of Business**

Address: 5525 Airport Industrial Road - Fairbanks, AK 99709

Address: \_\_\_\_\_

Attach a continuation sheet, if needed.

**Persons with Ownership Interest**

Name: Robert W. Everts

Address: P. O. Box 61680

City, state, postal code: Fairbanks, AK 99706

Attach a continuation sheet, if needed.

For a corporation DBA, see the following:

- The list of 5% or more shareholders and alien affiliates filed with our most recent biennial report is complete and correct.

**Statement of Business**

This business is in operation. The nature of the business is: Air Transportation

Signed: \_\_\_\_\_

Printed name: Robert W. Everts

Title: President/Owner

Signer must be: an owner of the business; president or vice-president of the corporation; the general partner of the limited partnership; a member of the limited liability company; a general partner of the limited liability partnership.

Return form and \$25.00 payment to



Dept. of Community and Economic Development  
Corporations Section  
PO Box 110808  
Juneau AK 99811-0808



The application will not be accepted unless the fee is enclosed, payable to the State of Alaska.

**STATE USE ONLY**

Date received 4/19/02

Check # 39733

Dollar amount 25.00

Cash \_\_\_\_\_

Card type \_\_\_\_\_

Authorization # \_\_\_\_\_

Registration # 31441

Registration Date 4/19/02

Expiration Date 12/31/2006

52288



**City of Palmer  
Action Memorandum No. 20-062**

**Subject:** Authorizing the City Manager to Negotiate and Execute an Agreement with Eastside Carpet Company, LLC in an Amount Not to Exceed \$55,744.00 for the Carpet Removal and Replacement in the Palmer Public Library

**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**

**Originator Information:**

**Originator:**    Director, Community Development

**Department Review:**

<b>Route to:</b>	<b>Department Director:</b>	<b>Signature:</b>	<b>Date:</b>
<u>✓</u>	Community Development	<u><i>Bryan Am</i></u>	<u>9/2/2020</u>
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

	<b>Signature:</b>	<b>Remarks:</b>
City Manager	<u><i>[Signature]</i></u>	_____
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>Norma L. Alley</i></u>	_____

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ **55,744.00**

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 55,744.00
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s): 56-01-10-6510 City COVID-19 Resiliency and Recovery
- Not budgeted

Director of Finance Signature: *[Signature]*

**Attachment(s):**

- Eastside Carpet Company, LLC Proposal for RFP PPL20-01

**Summary Statement/Background:**

The objective is to remove and replace the carpet in the Palmer Public Library that is showing great wear and tear with stains, rips and bubbles in and around the library. The replacement of the well soiled carpet with carpet tiles would help in the mitigation of the transfer of viruses. The Palmer Public Library is a high public traffic area. City of Palmer cleaning crews are not able to clean the carpet in areas due to shredded carpet. This will also allow for replacement of damaged and stained areas that cannot be cleaned or disinfected properly. This is an eligible CARES grant expenditure. Since the replacement of the carpet in 2004 over 1,615,462 patrons have walked through the library.

Eastside Carpet Company was the only company to submit a proposal. The carpet was last replaced in 2004 and the cost was \$40,000. Prior to the RFP being issued quotes were received from two companies and their proposals were similarly priced. Eastside Carpet Company has removed and replaced carpet in other schools and libraries in Alaska and installed vinyl flooring at the Wasilla Museum.

The proposal for the removal and replacement of carpet is \$55,744 with the addition of \$1,800 for cove base. The proposal is for a sum not to exceed is \$57,544.

This does not include the removal and replacement of shelving units, books, tables and chairs before and after the carpet and cove base installation. Quotes are being obtained to accomplish the moving and storing endeavor. June 2019 quotes for moving and storage were received with the total under the \$15,000 City Manager approval limit.

**Administration's Recommendation:**

To approve Action Memorandum No. 20-062 authorizing the City Manager to negotiate and execute an Agreement with Eastside Carpet Company, LLC in an amount not to exceed \$55,744.00 for the carpet removal and replacement in the Palmer Public Library





To: City of Palmer

Regarding: Request for Proposal PPL 20-01 Palmer Public Library Carpet Removal and Replacement

Eastside Carpet Company, has a strong desire to enter into a contract with the city of Palmer to supply all man power, tools, & Carpet Tiles that ensure adequate cleaning and sanitization of the Palmer Library. ECC will warranty installation issuers that may arise for a two-year period starting on completion date of this project.

ECC works hard to bring all our customers perfect and long-lasting floors.

This summer ECC successfully completed the City of Wasilla- Museum Basement Flooring project. We have been in business of over 20 years. Over the years we have removed and replaces flooring in schools including the Libraries all over the state f Alaska. The Carpet we are proposing on is what we consider the work horse of carpet we have installed 1000's of square yards of Mohawk First one up ii all over JBER, Mirror Lake MS, Kaleidoscope Charter School Kenai, & UAA within this summer.

Carpet manufacture-Mohawk

Style-First One Up ii

Enclosed:

Product Specification

Product Sustainability

Manufacture Warranty

ECC-

State of Alaska Business License #: 900314

State of Alaska Specialty Contractor License #: CONS32394

EIN: 45-4797244

Dunn's #: 78-806-8708

A handwritten signature in black ink, appearing to be "Sean Casagranda". The signature is written in a cursive style with a long horizontal line extending to the right.

Sean Casagranda owner

August 31, 2020

PROPOSAL & ACCEPTANCE

Proposal submitted to	City of Palmer	Phone	
ATTN	Brad Hanson	Email	bahanson@palmerak.org
Date	8.31.20	Project	PPL 20-01 Palmer Public Library Carpet Removal and Replacement

We Propose: to supply and install Mohawk *First One Up 2* color TBD from manufacture full running line- 24"x24" carpet tiles &. In areas- Adult area & Children's area.

- ✓ Note- ECC believes all book on bottom shelve needs to be moved by Palmer Library staff in order to successfully remove carpet and adhesives around anchored shelving.

Total: \$41,899.00

Added Alternative # 1

We Propose: to replacement of all the carpet in the library to include the addition of employee workspace/ offices, back room and meeting room & Adult area & Children's area- with Mohawk *First One Up 2* color TBD from manufacture full running line- 24"x24" carpet tiles.

Total: \$55,744.00

We Propose to remove and replace books, bookshelves, other related items and appurtenances to facilitate removal of existing flooring.

Total: \$29,500.00

Acknowledgment of addendum #1 dated 8.18.20

Exclude areas-Lobby, restrooms, or mechanical rooms.

Excludes: Major Prep, Floor Protection, Floor Waxing and or Polishing, Cementitious Backer Board, Gypsum Board, Dry Pac, Mud Pans, Joint Sealants, and Sealants. Pre installation tests-PH, moisture. etc. ECC is not responsible for traffic on new floor. Lighting and power. Moisture/PH Testing. Demonstration and training video recordings "Demonstration and Training."

Authorized Signature: Sean Casagrande

This proposal is good for 30 days from the date above.

This proposal is current for 30 days from date of proposal. All material is guaranteed to be as specified. It is not Eastside Carpet Company's responsibility if products specified by customer, architect, and or end user does not meet any and all noted specifications, made in America Act, buy America Act, any and all laws codes Etc. Eastside Carpet Company relinquishes any and all responsibility. The responsibility will fall on customer, architect, and or end user. All work is to be completed in a competent manner according to standard industry practices. Any alterations to original proposal will be executed upon receipt of a written change order from client and will result in additional charges to this proposed total amount. All agreements are contingent upon strikes, accidents, delays, or other acts of God beyond our control. payment by credit card is subject to additional 3% convenience fee

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_





**DESIGN**

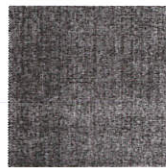
Tufted Pile Weight:	22 oz/yd <sup>2</sup> (746 g/m <sup>2</sup> )
Product Type:	Tile
Construction:	Tufted
Minimum Sq. Yd.:	No Minimum
Surface Texture:	Textured Patterned Loop
Gauge:	1/12 (47.00 rows per 10 cm)
Density:	9,000
Weight Density:	198,000
Stitches Per Inch:	10.0 (39.37 per 10 cm)
Finished Pile Thickness:	.088" (2.23 mm)
Dye Method:	Solution Dyed
Backing Material:	EcoFlex ICT
Fiber Type:	Colorstrand® SD Nylon
Pattern Repeat:	Not Applicable
Size:	24" x 24" (.6096 m x .6096 m)
Installation Method:	Quarter Turn, Vertical Ashlar, Brick Ashlar, Monolithic, Multi Directional
Stain Release Technology:	Sentry Plus Stain Protection
Soil Release Technology:	Sentry Soil Protection
Foot Traffic Recommendation TARR:	Severe



556  
Foremost  
Quickship Available



727  
Priority  
Quickship Available



848  
Beginning  
Quickship Available



869  
Immediate  
Quickship Available



959  
Preference  
Quickship Available



988  
Importance  
Quickship Available

**SUSTAINABILITY**

IAQ Green Label Plus:	CRI Green Label Plus GLP1098
Pre-Consumer Recycled Content:	48%
NSF 140:	EcoFlex ICT - NSF 140 Gold
Declare Label:	Declared

**PERFORMANCE**

Static:	AATCC-134 Under 3.5 KV
Flammability:	ASTM E 648 Class 1 (Glue Down)
Smoke Density:	ASTM E 662 Less than 450

**SERVICE**

Warranties:	Lifetime Limited Carpet Tile Warranty, Lifetime Limited Colorfastness to Light, 10 Year Colorfastness to Atmospheric Contaminants, 10 Year Stain Warranty, Lifetime Static
-------------	--



**MANUFACTURING / EXTRACTION LOCATIONS**

Manufacturing Location: Glasgow, VA, 24555

**PRODUCT ATTRIBUTES**

Pre-Consumer Recycled Content: 48%

Recyclable: 100%

TVOC Range: 0.5 mg/m<sup>3</sup> or less

**CERTIFICATIONS/LABELS/DECLARATIONS**

CDPH V1.1-2010 Compliant: Yes

NSF 140 Certification: [EcoFlex ICT - NSF 140 Gold](#)

Indoor Air Quality: [CRI Green Label Plus GLP1098](#)

Declare Label: [Declare Label - EcoFlex ICT Declared](#)

Mindful Materials: Participates in mindful MATERIALS Library

Environmental Product Declaration: [EPD EcoFlex ICT](#)

Closed Loop Or Take Back Program: [ReCover Program](#)

Environmental Claims Validation: [UL - Recycled Content - EcoFlex ICT](#)

Global Green Tag: GreenRate Level A, L CARate Silver Plus



**LEED CREDIT POTENTIAL**

**LEED 2009**

Recycled Content

Low-Emitting Materials - Flooring

Design Innovation Credit

**LEED V4**

Product Disclosure & Optimization - Environmental Product Declarations Option 1

Product Disclosure & Optimization - Sourcing Of Raw Materials Options 2

Product Disclosure & Optimization - Material Ingredients Option 1

Low Emitting Materials

**City of Palmer  
Action Memorandum No. 20-063**

**Subject:** Authorizing the City Manager to Negotiate and Execute a Professional Services Agreement with Alopex for the Development of an Economic Development Application Tool in the Amount Not to Exceed \$35,000.00


**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**




**Originator Information:**

**Originator:**    John Moosey, City Manager

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>v</u>	Finance		<u>09/03/2020</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **35,000.00**

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 35,000.00
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s):    56-01-10-6510 City COVID-19 Resiliency & Recovery
- Not budgeted

Director of Finance Signature:    

**Attachment(s):**

- Palmer Community App Scope of Work

**Summary Statement/Background:**

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This act included numerous federal funding opportunities for the State of Alaska for response and mitigation for the COVID-19 public health crisis. The programs that the State of Alaska developed included a statewide distribution of \$562,500,000.00 to boroughs and local governments. The time frame for the use of these funds is from March 1 through December 30, 2020.

On May 26, 2020, Palmer City Council approved Resolution No. 20-015 accepting the City’s share of Coronavirus Relief Funds for \$7,566,546.24 for costs that are for necessary expenditures incurred due to the public health emergency of COVID-19.

City of Palmer administrative staff consisting of John Moosey City Manager, Brad Hanson Community Development Director, and Gina Davis Finance Director gave consideration to a range of programs for the best utilization of CARES Act Funds taking into consideration the guidance provided by the US Treasury and how to best support the long-term recovery of our local economy and the citizens of Palmer. The programs that were developed consist of the following:

- 1) Small Business CARES Grants
- 2) Non-profit CARES Grants
- 3) Non-profit CARES Competitive Grants
- 4) City Utility Abatement
- 5) City Mitigation Expenditures
- 6) City Resiliency and Recovery

On September 8, 2020, the Palmer City Council approved Resolution No. 20-022 establishing the COVID-19 relief fund policy.

**\$35,000 – To Encourage and Drive Economic Development with the City of Palmer.** The 2020 Coronavirus Aid Relief and Economic Security Act recognized the severe impact the Pandemic has played in the economic stability in Small Town America. This \$35,000 contract to Alopex, Palmer Alaska is to develop and implement an Economic Development Application Tool. This project will be in conjunction with the Palmer Chamber of Commerce.

**Administration’s Recommendation:**

To approve Action Memorandum No. 20-063 authorizing the City Manager to negotiate and execute a Professional Services Agreement with Alopex for the development of an economic development application tool in the amount not to exceed \$35,000.00



# Palmer Community App

Alopex designs and builds custom digital marketing solutions, here, in Alaska. We are methodical creatives building tools for Alaska businesses.

## Objective

The City of Palmer has approached Alopex Interaction Design to design and develop a mobile community app that the City of Palmer will use as a tool to bridge communication streams between them and their local community and provide mechanisms to bolster local commerce. This app will be built for Android and iOS devices, and will meet app standards as set by the associated app stores guidelines.

## Scope of Work

1. Discovery - What does Palmer need? What do people want?
2. Developer tool kit discovery (the "stack") or group of tools and program languages that will be used.
3. Initial design of the user interface.
4. Initial design of the admin interface.
5. Build out a user registration system.
6. Build out *Events* interface/logic/payment system.
7. Build out *Deals* interface/logic/payment system.
8. Build out the *Admin* interface to tie into events.
9. Build out the *Admin* Interface to tie into deals..
10. Build out *News/Announcements* - This could (we think it should) tie into the old/new website for the city of Palmer.
11. Port out beta app for testing on web, iOS/Android.

12. Port out Web app / testing.
13. Port out iOS App / testing / Apple store submission.
14. Port out Android App / testing / Google store submission.
15. Launch, once approval of app stores is complete.

#### Timeline

Alopex Interaction Design is an industrious digital marketing and production studio here in Alaska working with clients such as MTA Solutions, Baileys Furniture, Petrostar and K2 Aviation. For this reason scheduling our projects is of great value and importance to everyone. As of sending this proposal we have the ability to execute on your project request immediately, Alopex projects a November completion date.

Phase I : Discovery, strategy and design.

Phase 2: Development of system architecture and user interface.

Phase 3: Alpha/Beta testing and reviews.

Phase 4: Launch to marketplaces.

Phase 5: Marketing.

#### Cost

For this project Alopex estimates 350 billable hours at our standard rate of \$100 per hour.

Alopex works on an hourly basis with a rate of \$100/per billable hour.

This is an estimate based on a very rough scope comparative to similar projects.

It is important that a digital entity is capable of being flexible and maintaining the ability to adapt as new needs arise. The process of creating these entities is no different, for this reason, Alopex charges clients by the hour worked, allowing for adjustments and project agility. This estimate is only an estimate of hours anticipated based on the average demands of similar projects.

#### Maintenance

Due to the nature of our business structure and mobile apps, this project will require recurring billable time from Alopex Interaction Design outside of project completion. Alopex will provide a monthly maintenance proposal during the launch phase of the apps to their associated stores.



**City of Palmer  
Action Memorandum No. 20-064**

**Subject:** Authorizing the City Manager to Purchase Ten New Getac Laptops Including Desk and Vehicle Docking Stations in the Amount of \$33,606.90



**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**



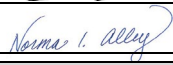
**Originator Information:**

**Originator:**    Dwayne A. Shelton, Chief of Police

**Department Review:**

<b>Route to:</b>	<b>Department Director:</b>	<b>Signature:</b>	<b>Date:</b>
_____	Community Development	_____	_____
<u>  X  </u>	Finance		<u>  9-2-2020  </u>
_____	Fire	_____	_____
<u>  X  </u>	Police		<u>  9-2-2020  </u>
_____	Public Works	_____	_____

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$   33,606.90  

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>  33,606.90  </u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>  56-01-10-6510 City COVID-19 Resiliency and Recovery  </u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

**Attachment(s):**

- Quote for 10 Getac S410 Computers and Docks
- Sole Source Qualification Letter

## **Summary Statement/Background:**

The Palmer Police Department currently utilizes Getac S410 laptop computers but does not have a sufficient quantity to supply every employee with a laptop. In light of the COVID 19 Pandemic the world has experienced in 2020, the Palmer Police Department has realized the importance of being able to provide physical separation amongst employees and to be able to work from home and remote locations as needed. To this end the Palmer Police Department is taking active strides to become more adaptable to federal and state mandates. These strides include significantly decreasing the amount of physical paperwork and materials while making business procedures more streamlined and efficient by heading into the digital world. The goal is to have the ability for all employees to access computer programs, report systems, digital evidence, emails, documents, etc., remotely from home.

The purchase of 10 new Getac S410 laptop computers including desk and vehicle docking stations in the amount of \$33,606.90, utilizing funding authorized under the CARES ACT, is a vital component in moving towards this streamlined approach. It allows for physical separation and the ability to adapt to the aforementioned mandates and making it possible for employees to work remotely and from home as needs arise, thus allowing the Palmer Police Department to continue to provide essential services to its community and its citizens in a safer and more responsible manner.

This action memorandum authorizes the City Manager to purchase 10 new Getac S410 laptop computers including desk and vehicle docking stations in the amount of \$33,606.90. This price reflects a pre-bid cost for the computers and docks through the National Cooperative Purchasing Alliance, or NCPA. The City of Palmer is an authorized user of NCPA pursuant to P.M.C. 3.21.230.

The City of Palmer Administration chose to take advantage of its ability to attach to NCPA pricing for the following reasons:

- The City of Palmer does not bear the expense and resources of preparing and carrying out the typical bid process;
- The City of Palmer, by attaching itself to NCPA, receives a greater discount versus purchasing the computers via other means.

### **3.21.230 Governmental and proprietary procurements.**

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
  2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
  3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.
- B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.
- C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied. (Ord. 644 § 4, 2004)

## **Administration's Recommendation:**

To approve Action Memorandum No. 20-064 authorizing the City Manager to purchase ten new Getac

laptops including desk and vehicle docking stations in the amount of \$33,606.90

**Confidential (Internal Only)**



**PCN Strategies, Inc.**  
 1612 K Street NW Suite 802  
 Washington, District of Columbia 20006  
 United States

**Quotation (Open)**  
 Doc #: 1011840 1 rev of 1  
 Modified Date: Aug 27, 2020 11:23 AM  
 CDT  
 Description: Getac S410

**Account Manager:** Erin Vance 202-494-4525  
**Email:** erin.v@pcnstrategies.com

**Customer Contact**  
 Voight, Tom  
 tjv@alascconnect.com

**Customer**  
 Palmer Police  
 Department (PP3894)  
 Voight, Tom  
 231 W. Evergreen Avenue  
 Palmer, AK 99645  
 United States  
 (P) 907-745-3271

**Bill To**  
 Palmer Police Department  
 Voight, Tom  
 231 W. Evergreen Avenue  
 Palmer, AK 99645  
 United States  
 (P) 907-745-3271  
 tjv@alascconnect.com

**Ship To**  
 Palmer Police Department  
 Voight, Tom  
 231 W. Evergreen Avenue  
 Palmer, AK 99645  
 United States  
 (P) 907-745-3271  
 tjv@alascconnect.com

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	List Price	Qty	Unit Price	Total
1	Getac S410	SL4NZDAASUXJ	\$2,904.00	10	\$2,236.00	\$22,360.00
Note: GETAC : S410 G3 Basic,i7-8565U Proc1.8GHz,14inch w/FHD Wcam,Win10Prox64w/8GB RAM,256GB SSD,STD LCD,USKBD+USPwr,Memb BLit KBD(RED),WIFI+BT+GPS+4GLTE(EM7511)+Passthru,RS232+VGAPort,SDCrdr Rdr,3YWLim						
2	S410 Havis Vehicle Dock w/ RF (black) Vehicle adapter sold separate	OHHGTC6193	\$1,271.43	10	\$771.42	\$7,714.20
3	Getac 11-16V, 22-32V DC Vehicle adapter / Charger (120W for Docking Station)	GAD2X4	\$109.99	10	\$94.77	\$947.70
4	S410 - OFFICE DOCK WITH AC ADAPTER (US)	GDOFUP	\$299.99	10	\$258.50	\$2,585.00

\*These items are custom built and are not returnable once ordered.

**Subtotal: \$33,606.90**  
**Total: \$33,606.90**  
 (List Price: \$45,854.10)

## **About NCPA**

*NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. For more information, go to [www.ncpa.us](http://www.ncpa.us).*

## **Who Can Use NCPA's Contracts?**

*There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize NCPA's [cooperative purchasing contracts](#). These include, but are not limited to the following agency types:*

- *School Districts (including K-12, Charter schools, and Private K-12)*
- *Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)*
- *Cities, Counties, and any Local Government*
- *State Agencies*
- *Healthcare Organizations*
- *Church/Religious*
- *Nonprofit Corporations*

## **State Statutes**

*Want to see your state's laws on cooperative purchasing?  
Click here to view [your state's laws on cooperative purchasing](#).  
(<http://www.ncpa.us/Statutes>).*

*This contract is accessible nationally to public agencies whose state laws allow for intergovernmental contract use.*

## **Contract**

**[SYNNEX NCPA 01-97 Advanced Technology Solutions Aggregator](#)**

## **Term**

August 1, 2019 thru July 31, 2022 plus two additional option years.

## **Awarded Manufacturers**

This contract covers all manufacturers listed on the SYNNEX corporate line card plus services

## **Freight**

All deliveries to NCPA members shall be freight prepaid, FOB Destination. For authorized Dealers, all standard commercial freight policies will apply. Possible assistance with freight will be determined on a case by case basis. Additional freight costs may apply for white glove, special and expedited delivery requirements.

## **Contract Pricing**

### **SYNNEX NCPA 01-97 Advanced Tech Solutions Aggregator Contract Pricing:**

- **4% Discount from MSRP** applicable to all manufacturing lines, (unless noted in Exceptions below)
- **2% Discount from MSRP** for the following Exceptions:
  - Chromebooks, HP Smartbuys, Lenovo TopSeller Products and all other promotionally priced products.
  - Manufacturers: APC, Asus, Cisco, Crucial, Google, Global Knowledge Training, Microsoft Software, NEC, Seagate, and F5
- **Services.** Please refer to the Services line card for a complete breakdown of specific costs associated with our services. Dealer is free to offer additional discounts from the established contract price.

## **Authorized Dealer Program**

SYNNEX offers a Dealer Program that provides select reseller partners the ability to sell to NCPA members using this contract. The Dealer is authorized to invoice the NCPA member and accept payment on behalf of SYNNEX, subject to the following requirements:

- Dealer quote will include the NCPA contract price and your cost from SYNNEX.
- End-user pricing can NOT exceed the NCPA Contract Price but can be discounted by the Dealer.
- Dealer must identify all NCPA quotes and orders to SYNNEX. Quotes can be obtained at [NCPA@synnex.com](mailto:NCPA@synnex.com).
- Both the End-user and Dealer POs should reference the NCPA Contract number (NCPA 01-97). Dealer is responsible for maintaining a copy of these POs for audit purposes for up to 3 years following the date of that sale.
- Reseller must have a current account in good standing at SYNNEX and signed Dealer Agreement. To participate, please send request to [NCPA@synnex.com](mailto:NCPA@synnex.com).
- SYNNEX and manufacturers' standard commercial certifications/authorizations are required for participation.

## **SYNNEX Contacts**

Team Contact: [NCPA@synnex.com](mailto:NCPA@synnex.com)

For New Authorizations:

Nicholas Coperine 1-914-618-1524

For Existing Resellers:

Cory Fortune: 1-800-456-4822, ext. 494560

Jennifer McEachern 1-800-456-4822, ext. 494079

Website: <http://www.synnexcorp.com/us/govsolv/ncpa/>

### **POS Reporting**

Authorized Dealer must provide a POS of their sales under this contract to [NCPA@synnex.com](mailto:NCPA@synnex.com) no later than the 5<sup>th</sup> day following the end of the preceding month using the template below. (SYNNEX is required to provide a monthly POS to NCPA by the 15<sup>th</sup> to [reporting@ncpa.us](mailto:reporting@ncpa.us).)

### **Contract Fees**

Authorized Dealer is responsible for the payment of the **Contract Fee to SYNNEX, by the 15<sup>th</sup> day of the month.**

**Contract fee:** 0.80% or 80 bps for Commodity Products  
2.00% for Enterprise Products

The Contract Fee is calculated off the Dealer's combined monthly POS based on the total pricing charged to the NCPA members. Participating manufacturers are encouraged to provide special pricing that offsets this Contract Fee.

Payment should be sent to the following address:

SYNNEX Corporation  
[c/o Cory Fortune](#)  
39 Pelham Ridge Drive  
Greenville, SC 29615

### **Marketing**

There are no restrictions in the marketing of this contract directly to the cooperative membership. The NCPA Program Office can assist SYNNEX and our participating Dealers with their marketing efforts, training and attendance at industry events and SYNNEX GovSolv shows.

NCPA has provided a membership list to assist our dealer organization in the marketing of this contract. Reach out to [ncpa@synnex.com](mailto:ncpa@synnex.com) for more information.

### **NCPA**

Jonathan Applegate, Director, Operations  
Tele: 832-477-3475  
E-Mail: [japplegate@ncpa.us](mailto:japplegate@ncpa.us)





**City of Palmer  
Action Memorandum No. 20-065**

**Subject:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, a Combination SCBA and N95 Fit Testing Unit for Palmer Fire and Rescue from TSI in the Amount Not to Exceed \$16,685.00

**Agenda of:** Sept 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**




**Originator Information:**

**Originator:**    Todd Russell, Acting Fire Chief

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **16,685.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u><b>16,685.00</b></u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>01-13-10-6053</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

**Attachment(s):**

- Quote for TSI 8048 PortaCount Unit
- Letter of Sole Source for TSI

**Summary Statement/Background:**

Palmer Fire & Rescue is required per NFPA standards and OSHA to annually perform mask fit tests on fire dept personnel. The testing helps to determine which size of SCBA mask each firefighter uses. With COVID-19 and other possible airborne illnesses, we have started conducting N95 fit testing and relied on help from neighboring depts to complete it in 2020. With a new fit testing machine that can do both fit tests, we will not have to schedule with another department and complete all fit testing in-house. The dept may also be able to fit test all city personnel for N95 masks.

The Fire & Rescue Department proposes to purchase the 8048 PortaCount including needed adapters for SCBA and N95 fit testing. The TSI purchase will total \$16,685.00.

**Administration's Recommendation:**

To approve Action Memorandum No. 20-065 authorizing the City Manager to purchase, under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, a combination SCBA and N95 fit testing unit for Palmer Fire and Rescue from TSI in the amount not to exceed \$16,685.00

**Attachment(s):**

- Quote for TSI 8048 PortaCount Unit
- Letter of Sole Source for TSI

**Summary Statement/Background:**

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**Administration's Recommendation:**

To approve Action Memorandum No. 20-065 authorizing the City Manager to purchase, under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, a combination SCBA and N95 fit testing unit for Palmer Fire and Rescue from TSI in the amount not to exceed \$16,685.00



500 Cardigan Road  
 Shoreview, MN 55126  
 USA  
 EIN 41-0843524

Tel:(800)680-1220  
 Fax:(651)490-3824  
 Web:www.TSI.com  
 Email:answers@TSI.com

# Quotation

<b>Quote Contact</b>
<b>Bill-To-Party</b>
City of Palmer Fire & Rescue 645 E Cope Industrial Way Palmer AK 99645-6748
<b>Ship-To-Party</b>
City of Palmer Fire & Rescue 645 E Cope Industrial Way PALMER AK 99645-6748

<b>Make PO Out To: TSI Inc.</b>	
<b>Quotation Number</b>	20182286
<b>Quotation Date</b>	09/02/2020
<b>Customer No</b>	517785
<b>Cust. Ref.</b>	
<b>Incoterms</b>	2010 CPT: Prepay & Add Consignee's Premises
<b>Payment Term</b>	Net 30 days
<b>Valid To</b>	10/02/2020
<b>Currency</b>	USD
<b>Method of Payment</b>	PO, Visa, Amex, Mastercard
Reference Quote number when submitting PO	

Item	Material/Description	Quantity	Unit Price	Amount
1	8048-T-B2B5 PortaCount 8048-T w/ Tablet & 5Y Ext Wty PortaCount 8048 Respirator Fit Tester, Microsoft® Surface Go® Tablet, WiFi USB Adapter, USB C-C Cable, 5Y QG B2B Warranty NOTE: Unit price includes the upfront \$1500.00 trade in discount for your 8030 unit. Please provide the 8030 serial number on your order. There's an additional \$500.00 discount. Customer Discnt Amnt	1.00 EA	18,080.00	18,080.00
2	8025-34 Mask Sample Adaptor Kit, MSA G1 Mask FIT TEST ADAPTOR KIT FOR MSA G1 FULLFACE MASK	1.00 EA	315.00	315.00
3	8025-N95R Fit Test Probe Refill Kit for 8025-N95 Refill Kit for 8025-N95 Sampling Probe Kit For fit testing disposable filtering-facepiece respirators. Includes: 500 Probes, 500 Push Nuts (no tools).	2.00 EA	145.00	290.00
<b>Sub Total</b>				16,685.00
<b>Total Amount</b>				16,685.00

\*Delivery: Est. Shipping 2 weeks ARO, Subject to Prior Order.

\*\*Freight Terms: Prepay and Add

\*\*\*TSI accepts payment by purchase order, Visa, MasterCard and American Express.

\*\*\*\*If you wish to place an order, please fax your order to TSI Incorporated to 651-490-3824 or email it to orders@tsi.com. Please make your purchase order payable to "TSI Incorporated".

\*\*\*\*\*If your organization is tax exempt, please send a copy of your certificate along with your order

Please contact me with any questions:



500 Cardigan Road  
 Shoreview, MN 55126  
 USA  
 EIN 41-0843524

Tel:(800)680-1220  
 Fax:(651)490-3824  
 Web:www.TSI.com  
 Email:answers@TSI.com

# Quotation

<b>Bill-To-Party</b>
City of Palmer Fire & Rescue

<b>Quotation Number</b>	20182286
<b>Quotation Date</b>	09/02/2020

Item	Material/Description	Quantity	Unit Price	Amount
------	----------------------	----------	------------	--------

Long Yang  
 Technical Sales Specialist - PortaCount/DustTrak  
 (Cell) 206-552-4015  
 long.yang@tsi.com

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

*This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.*

*Long Yang*  
 TSI Incorporated

Date 09/02/2020

*TSI Terms and Conditions apply and are incorporated by reference. See <http://www.tsi.com/tc.pdf>  
 For payment terms, complete credit application at <http://www.tsi.com/credit-app/>*



## TSI INCORPORATED

---

500 Cardigan Road, Shoreview, MN 55126 USA  
tel 651 490 2811 + toll free 800 874 2811 + fax 651 490 3824 + web [www.tsi.com](http://www.tsi.com)

September 2, 2020

To Whom It May Concern:

TSI Inc is the manufacturer of the PortaCount Quantitative Respirator Fit Tester models 8038/8048 and is the sole source of these instruments and accessories. Prices are set by TSI Incorporated. There are no authorized distributors in the United States which receive a discount and resell these products. TSI Inc is the sole source because models 8038/8048 are the only instruments that uses ambient air particles in the testing environment to calculate a fit factor during your typical body motions and are the only instruments that have an N95 Companion DMA "CLASSIFIER" which can be used to perform quantitative fit tests for all N95 respirator with a 350 CM3/CC flow.

TSI Inc also have models 8030/8040 which can fit test only half face or full face because we exclude the classifier. 2020 prices for the 8030 is \$8,995.00 and 8040 is \$9,345.00. Since both of these models do not have a classifier, they will fail the vast majority of good quality N95. Please feel free to contact me with any questions.

Best Regards,



**Long Yang**  
Technical Sales Specialist  
PortaCount Trainer For WA/OR/ID/AK  
Home Office in Tacoma, WA  
Mobile: 206-552-4015  
Email: [long.yang@tsi.com](mailto:long.yang@tsi.com)

**City of Palmer  
Action Memorandum No. 20-066**

**Subject:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, Firefighter Personal Protective Equipment for Palmer Fire & Rescue from Sea Western, L.N. Curtis, and Municipal Emergency Services in the Amount Not to Exceed \$63,349.00

**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**

**Originator Information:**

**Originator:**    Todd Russell, Acting Fire Chief

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
√	Finance	<i>[Signature]</i>	09/03/2020
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

	Signature:	Remarks:
City Manager	<i>[Signature]</i>	_____
City Attorney	<i>[Signature]</i>	_____
City Clerk	<i>[Signature]</i>	_____

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ **63,369.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
√	Creates expenditure in the amount of:	\$ <b>63,349.00</b>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

√	Budgeted	Line item(s): <u>01-13-10-6053 \$14,273.50</u>
<input type="checkbox"/>	Not budgeted	<u>56-01-10-6510 City COVID-19 Resiliency &amp; Recovery \$49,075.50</u>

Director of Finance Signature: *[Signature]*

**Attachment(s):**

- Letter of Sole Source for Lion
- Quote for Firefighter PPE
- Quote for Firefighter Boots
- Quote for Firefighter Helmets

**Summary Statement/Background:**

City Resiliency and Recovery are expenditures that will allow the City of Palmer to prevent future staff and citizen risk of the COVID-19 virus. First responder clothing gear new and replacement is also acceptable. The basis for the expenditures are found in supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020. This supplement states, "Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible."

Palmer Fire & Rescue needs to purchase firefighter personal protective equipment (PPE) due to the constantly changing environment, both related to fires and medical responses. This purchase will allow the dept to protect our firefighters with the most current PPE that includes extra protection against carcinogen particulates and airborne viruses. In addition, the National Fire Protection Association Standard (NFPA) 1851, *Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting* recommends that PPE is removed from service ten years after the manufacture date of the ensemble. This order will allow the dept to protect our firefighters with the most current firefighter PPE.

**3.21.230 Governmental and proprietary procurements.**

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
  1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
  2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
  3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.
- B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.
- C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied. (Ord. 644 § 4, 2004)

The Fire & Rescue Department proposes to purchase the twenty (20) sets of PPE turnouts (coats & pants) using through the authorized Lion vendor, SeaWestern. Twenty (20) PPE helmets will be purchased from MES. Fifteen (15) pairs of Globe PPE boots will be purchased from L.N. Curtis. Five (5) sets of the gear will be funded by the City of Palmer as budgeted in the 2020 operating budget (14,273.50) and fifteen (15) sets of gear will be funded through the CARES Act funds under the City COVID-19 Resiliency and Recovery (49,075.50).



**Administration's Recommendation:**

To approve Action Memorandum No. 20-066 authorizing the City Manager to purchase, under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, firefighter personal protective equipment for Palmer Fire & Rescue from Sea Western, L.N. Curtis, and Municipal Emergency Services in the amount not to exceed \$63,349.00



Friday, July 31, 2020

To Whom it May Concern,

**Re: LION Authorized and Approved Distributor**

SeaWestern Fire Fighting Equipment and LION have experienced a decades' long partnership in proudly supplying the Oregon & Washington fire service with the highest quality personal protective equipment. LION is grateful to the high energy and enthusiasm exhibited by the staff at SeaWestern. Their dedication to the highest standards of service and integrity has developed into their position as the **Sole Source for LION's NFPA compliant LION® brand turnouts & LION Training Products to the Municipal Fire Service market in Washington, Oregon, Idaho, Colorado & Wyoming.**

SeaWestern maintains a professional sales staff covering the states listed above and can fully serve your LION product & service needs.

LION provides state-of-the-art ergonomics in its Janesville® V-Force® turnouts and true innovations such as Isodri®, Semper Dri™, Lite-N-Dri™ and Ventilated Trim™, responding to the needs of the fire service, with focus on metabolic stress reduction, durability, mobility and comfort.

Thank you for your consideration in choosing SeaWestern and LION for your personal protection requirements.

Sincerely,

*Will Antunes*

Will Antunes  
Distribution Sales Manager  
LION  
503-816-0582  
[WAntunes@LIONprotects.com](mailto:WAntunes@LIONprotects.com)

SeaWestern, Inc  
P.O. Box 51,  
Kirkland, WA 98083



# SEAWESTERN

## FIRE FIGHTING EQUIPMENT

# Quote

Phone: 425-821-5858  
Fax: 425-823-0636  
Email: Info@seawestern.com  
www.seawestern.com

<b>Bill To:</b> Palmer Fire & Rescue 645 East Cope Industrial Way Palmer, AK 99645		<b>Ship To:</b> Palmer Fire & Rescue 645 East Cope Industrial Way Palmer, AK 99645		<b>Date</b>	09/03/2020
				<b>Customer No.</b>	11845
				<b>Quote No.</b>	QUO2951
				<b>Sales Rep</b> Adrian Parker (206) 427-4967 Adrian@seawestern.com	
<b>Attention</b>	<b>Delivery</b>	<b>FOB</b>			

Qty	Unit	Part Number	Description	Unit Price	Extended Price
20	EA	Pacific V-Force Coat	SeaWestern Lion Pacific V-Force Coat - Armor AP 6.5 oz Outershell, 32" Length, K7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Raglan Sleeve Design, Black Fusion Material Coat Cuffs, 3" Yellow Ventilated Triple Trim in New York Trim Pattern, 6" x 10" Full Below Pockets, Radio Pocket and Mic Tab on Left Chest, Mic Tab and Flashlight Assembly on Right Chest, Over-the-Thumb Wristlets, Drag Rescue Device, Hanging Name Plate with Lettering, Department Lettering on Yoke (up to 8 characters)	1,205.50	24,110.00
20	EA	C7 - Traditional	Upgrade Liner to C7 Center Cut Thermal Liner	49.50	990.00
20	EA	HP604	Semi Bellows Handwarmer Pockets with Fleece Lining (Pair) 9x9	46.65	933.00
20	EA	A-RedZone	"RED ZONE" Particulate System	281.15	5,623.00
20	EA	Pacific V-Force Pant	SeaWestern Lion Pacific V-Force Pant - Armor AP 6.5 oz Outershell, K7 Glide Thermal Liner with W.L. Gore Crosstech "Black" Moisture Barrier, Contoured Legs and Knees, Black AraShield Reinforcement on Knees and Cuffs, Two Layers of Padding in Knee, 3" Yellow Ventilated Triple Trim, 9" x 10" x 2" Full Below Pocket on Left Side, Tool Pocket on Right Side, Zipper Closure on 2" Kevlar Belt System, Boot Cut with H-Back Suspenders with Self Fabric Suspender Attachment	802.00	16,040.00
20	EA	C7 - Traditional-Pant	Upgrade Liner to C7 Center Cut Thermal Liner	41.35	827.00
20	EA	A-RedZone-Pant	"RED ZONE" Particulate Protection for Pant	111.40	2,228.00
20	EA	PAC CUSTOM	Dee ring attached to rear belt loop	9.95	199.00

**Total \$50,950.00**

*Pricing valid for above listed quantities  
Restocking fee up to 25% will apply on any non-stock merchandise  
Returns within 30 days of receipt  
Custom orders are non-cancellable, non-returnable*

Ph: 206-622-2875  
TF: 800-426-6633  
Fax: 253-236-2997  
[nwsales@lncurtis.com](mailto:nwsales@lncurtis.com)  
DUNS#: 00-922-4163



Northwest Division  
6507 South 208th Street  
Kent, WA. 98032  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
Quotation No. 164725

## Quotation

**CUSTOMER:**

Palmer City Fire & Rescue  
645 East Cope Industrial Way  
Palmer AK 99645

**SHIP TO:**

Palmer Fire & Rescue  
645 E Cope Industrial Way  
Palmer AK 99645

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
164725	09/02/2020	11/01/2020

SALESPERSON	CUSTOMER SERVICE REP
Robert Briggs <a href="mailto:rbriggs@lncurtis.com">rbriggs@lncurtis.com</a> 907-483-0117	Michael Duncan <a href="mailto:mduncan@lncurtis.com">mduncan@lncurtis.com</a> 206-596-7904

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Todd Russell	C30722	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

### NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	15	PR	1201400105M GLO	Sz 10.5m 14" supreme pull on structural boots, Cal-OSHA, NFPA labeled ** This PPE product contains PFAS chemicals for water and oil repellency	\$417.00	\$6,255.00

\* Customer to provide sizes at time of order

DUNS NUMBER: 009224163  
SIC CODE: 5099  
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 11/01/2020. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Ph: 206-622-2875  
TF: 800-426-6633  
Fax: 253-236-2997  
[nwsales@lncurtis.com](mailto:nwsales@lncurtis.com)  
DUNS#: 00-922-4163



Northwest Division  
6507 South 208th Street  
Kent, WA. 98032  
[www.LNCURTIS.com](http://www.LNCURTIS.com)  
Quotation No. 164725

<b>Subtotal</b>	\$6,255.00
<b>Tax Total</b>	\$0.00
<b>Transportation</b>	\$0.00

<b>Total</b>	\$6,255.00
--------------	------------

[View Terms of Sale and Return Policy](#)



3801 Fruit Valley Rd.  
Suite C  
Vancouver, WA 98660

# Quote

**Date** 09/02/2020  
**Quote #** QT1399132  
**Expires** 10/02/2020  
**Sales Rep** McSwain, Michael E  
**PO #**  
**Shipping Method** FedEx Ground

**Bill To**  
 PALMER FIRE & RESCUE  
 645 E. COPE INDUSTRIAL WAY  
 PALMER AK 99645  
 United States

**Ship To**  
 PALMER FIRE & RESCUE  
 645 E. COPE INDUSTRIAL WAY  
 PALMER AK 99645  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
FX-Yellow			Fiberglass structural fire helmet with faceshield Yellow	20	229.28	4,585.60
Badge Fronts 4in	BYB93960		BYB93960 4" leather front w/ metal badge - ref MES QUOTE 180164	20	65.42	1,308.40

**Subtotal** 5,894.00  
**Shipping Cost (FedEx Ground)** 250.00  
**Total** \$6,144.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1399132

**City of Palmer  
Action Memorandum No. 20-067**

**Subject:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, Two UNIMAC Model UC40 PPE Turnout Washing Machines for Palmer Fire & Rescue from Automated Laundry Systems & Supply in the Amount Not to Exceed \$23,563.90

**Agenda of:** Sept 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**

**Originator Information:**

**Originator:**    Todd Russell, Acting Fire Chief

**Department Review:**

<b>Route to:</b>	<b>Department Director:</b>	<b>Signature:</b>	<b>Date:</b>
_____	Community Development	_____	_____
<u>  √  </u>	Finance	<u>  <i>Anna Davis</i>  </u>	<u>  09/02/2020  </u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

	<b>Signature:</b>	<b>Remarks:</b>
City Manager	<u>  <i>[Signature]</i>  </u>	_____
City Attorney	<u>  <i>[Signature]</i>  </u>	_____
City Clerk	<u>  <i>Norma L. Alley</i>  </u>	_____

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$   **23,563.90**  

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$   **23,563.90**
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s):   01-13-10-6053
- Not budgeted

Director of Finance Signature:   *Anna Davis*

**Attachment(s):**

- Quote for two UNIMAC Model UC40 Washing Machines
- Letter of Sole Source for UniMac

**Summary Statement/Background:**

Palmer Fire & Rescue personnel are required to clean & wash their PPE annually or after significant emergency responses. Those responses include structure fires and medical calls that may include a patient's loss of blood. By following National Fire Protection Association Standard (NFPA) 1851, *Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting* and washing their PPE, it extends the life of their PPE so that it doesn't need to be replaced sooner.

The Fire & Rescue Department proposes to purchase two UNIMAC Model UC40 PPE turnout washing machines. The new machines will replace the current washers that are older than twenty years. Parts can no longer be purchased for the washing units in our possession. The Automated Laundry Systems & Supply purchase will total 23,563.90.

**3.21.230 Governmental and proprietary procurements**

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
  1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
  2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
  3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.
- B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.
- C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied.

**Administration's Recommendation:**

To approve Action Memorandum No. 20-067 authorizing the City Manager to purchase, under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, two UNIMAC model UC40 PPE turnout washing machines for Palmer Fire & Rescue from Automated Laundry Systems & Supply in the amount not to exceed \$23,563.90





# Automated Laundry Systems & Supply

360 E 100th Ave.  
 Anchorage, AK 99515  
 Phone 907-561-1752  
 Fax 907-561-3178  
 E-Mail sales@autolaundrysystems.com

**Quote 260248**



**Quoted 8/12/2020**

**Bill To**

Palmer\* City Of  
 231 Evergreen Ave  
 Palmer, AK 99645

**Ship To**

Palmer Fire Department - Training Ctr  
 645 East Cope Industrial Way  
 Palmer, AK 99645

Purchase Order	Ship Via	FOB	Buyer	Entered By	Sales rep	Terms
	Lynden Trans Frt Prepaik Factory		Todd Russell	TH 8/12/2020	TH	NET 15

Product	Description	Quoted	Price	Disc%	Amount
UNIUCT040QN0FXU40C00 0	UNIMAC MODEL UC40. HARDMOUNT, M9 CONTROL, 100G, X VOLTAGE 200-240/50-60/1/3	2.00 Ea	10,227.00 Ea	15.00	17,385.90
UNIACBF40X6X110002	6" Rigid Steel Elevated Base, Unimac Single Base, For Model Uc40, Base Only For Use With 2 Speed Machines Base Is For Mounting Machine Frame To Concrete Floor Equipment Freight Direct	2.00 Ea	472.50 Ea		945.00
FE	Labor - Installation, Includes Travel Time, Removal Of Existing, All Install Materials, Disposal Is Not Included	1.00 Ea	1,553.00 Ea		1,553.00
SL		1.00 Hr	3,680.00 Hr		3,680.00

Signature \_\_\_\_\_

Date \_\_\_\_\_

This quote is good for 30 days!

**\$1,553.00**



# Automated Laundry Systems & Supply

360 E 100th Ave.  
 Anchorage, AK 99515  
 Phone 907-561-1752  
 Fax 907-561-3178  
 E-Mail sales@autolaundrysystems.com

<b>Quote 260248</b>

<b>Quoted 8/12/2020</b>

<b>Bill To</b>
Palmer* City Of 231 Evergreen Ave Palmer, AK 99645

<b>Ship To</b>
Palmer Fire Department - Training Ctr 645 East Cope Industrial Way Palmer, AK 99645

<b>Purchase Order</b>	<b>Ship Via</b>	<b>FOB</b>	<b>Buyer</b>	<b>Entered By</b>	<b>Sales rep</b>	<b>Terms</b>
	Lynden Trans Frt Prepaik Factory		Todd Russell	TH 8/12/2020	TH	NET 15

<b>Product</b>	<b>Description</b>	<b>Quoted</b>	<b>Price</b>	<b>Disc%</b>	<b>Amount</b>
Terms and Conditions	Terms and Conditions:	1.00 Ea	0.00 Ea		0.00

Note:  
 All utilities including electrical boxes, plumbing etc. within 3-5 feet of equipment (unobstructed) with proper hook-ups required for utility connections to be made during install. New construction projects utility hook-ups will be done by trades in accordance with local codes.

Terms:  
 Payment info: 50% down payment upon order of equipment. Balance due upon delivery/installation of equipment.  
 Warranty:  
 90 day labor warranty on new equipment purchases. 3-5 year parts warranty on new commercial washer/extractors, tumblers, commercial-homestyle top load washers, commercial-homestyle dryers. 1 Year parts warranty on commercial-homestyle front load washers.  
 Financing:  
 Financing is available on Unimac, Speed Queen, and Primus equipment. Alliance funding is quick and simple with a one-page application and one business day credit decisions are designed to make the application process fast and easy.

Signature \_\_\_\_\_

Date \_\_\_\_\_

This quote is good for 30 days!

<b>Sub-total</b>	<b>\$22,010.90</b>
<b>Freight</b>	<b>\$1,553.00</b>
<b>Tax</b>	<b>0.00</b>
<b>Total</b>	<b>\$23,563.90</b>



**Alliance** Laundry Systems LLC  
221 Shepard Street, P.O. Box 990  
Ripon, WI 54971-0990  
Tel 920.748.3121  
Fax 920.748.4429  
[www.unimac.com](http://www.unimac.com)

March 24, 2016

To Whom It May Concern:


This letter is to acknowledge that Automated Laundry Systems & Supply headquartered at 5020 Fairbanks Street Anchorage, AK 99503 is the exclusive UniMac factory direct supplier in the State of Alaska. As is defined by our ongoing contractual arrangement, Automated Laundry Systems & Supply is the only authorized distributor, in Alaska, representing the factory including, but not limited to, sales, service, OEM parts, administration of factory warranty, and title transfer of our products.

UniMac provides the highest quality, commercial OPL laundry equipment manufactured in the United States. The equipment that is proposed will operate within the standards defined in the NFPA guidelines.

Automated Laundry Systems & Supply is one of our top distributors. Based on their consistent and outstanding support of our products, both before and after the sale, and after installation with parts and service, we are confident about our continued and ongoing relationship with Automated Laundry Systems & Supply.

If any additional information is required regarding our relationship with Automated Laundry Systems & Supply, please feel free to contact me direct at the number shown below.

Best Regards,



Scott Peregoy  
Western Regional Sales Manager  
UniMac Laundry Equipment  
719-203-5437



**City of Palmer  
Action Memorandum No. 20-068**

**Subject:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, 20 New Getac Body Worn Cameras, 20 New Getac In-Car Video Cameras and Recording Equipment, Digital Evidence Cloud Storage Service, and Unlimited Cloud Service and Maintenance Plan, and an Extended 5-Year Warranty on all Equipment in the Amount Not to Exceed \$294,512.44



**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**



**Originator Information:**

**Originator:**    Dwayne A. Shelton, Chief of Police

**Department Review:**

<b>Route to:</b>	<b>Department Director:</b>	<b>Signature:</b>	<b>Date:</b>
	Community Development		
X	Finance		9-3-2020
	Fire		
X	Police		9-2-2020
	Public Works		

**Approved for Presentation By:**

	<b>Signature:</b>	<b>Remarks:</b>
City Manager		
City Attorney		
City Clerk	<u>Norma L. Alley</u>	

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ 294,512.44

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>294,512.44</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>01-12-10-6053 Equipment \$18,926.16</u>
<input type="checkbox"/>	Not budgeted	<u>56-01-10-6510 City COVID-19 Resiliency &amp; Recovery \$275,586.28</u>

Director of Finance Signature: 

**Attachment(s):**

- Quote for Equipment
- Quote for 5-Year Extended Warranty
- Sole Source Qualification Letter

**Summary Statement/Background:**

The Palmer Police Department currently utilizes Axon body Cameras and Kustom Signal in-car video systems. The body cameras are getting to the end of their useful life and we have experienced significant issues with our current in Car video systems. We currently have 3 in car videos that do not work and several others that are failing. This has resulted in lost or uncaptured evidence. The Palmer Police Department currently stores all its digital media in house. This means that an officer must physically come into the station and download both their in-car video and their body cameras manually. The distribution of the digital media to attorney's, clients, other agencies, etc. must currently be done in house. There is no remote access to our evidence storage and all evidence must be copied onto a physical device and hand delivered or mailed to the receiver.

In light of the COVID 19 Pandemic the world has experienced in 2020, the Palmer Police Department has realized the importance of being able to provide physical separation amongst employees and to be able to work from home and remote locations as needed. To this end the Palmer Police Department is taking active strides to become more adaptable to federal and state mandates. These strides include significantly decreasing the amount of physical paperwork and materials while making business procedures more streamlined and efficient by heading into the digital world. The goal is to have the ability for all employees to access computer programs, report systems, digital evidence, emails, documents, etc., remotely from home.

The purchase of 20 New Getac Body Worn Cameras, 20 New Getac In-Car Video Cameras and Recording Equipment, Digital Evidence Cloud Storage Service, Unlimited Cloud Service and Maintenance Plan in the Amount of \$275,586.28, Utilizing Funding Authorized Under the CARES ACT, and purchasing an extended 5-year warranty on all equipment in the amount of \$18,926.16 from the Palmer Police Department budget, is a vital component in moving towards this streamlined approach. It allows for physical separation and the ability to adapt to the aforementioned mandates and making it possible for employees to work remotely and from home as needs arise, thus allowing the Palmer Police Department to continue to provide essential services to its community and its citizens in a safer and more responsible manner.

This action memorandum authorizes the City Manager to purchase 20 New Getac Body Worn Cameras, 20 New Getac In-Car Video Cameras and Recording Equipment, Digital Evidence Cloud Storage Service, Unlimited Cloud Service and Maintenance Plan in the Amount of \$275,586.28, Utilizing Funding Authorized Under the CARES ACT and purchasing an extended 5-year warranty on all equipment in the amount of \$18,926.16 from the Palmer Police Department budget. These prices reflect a pre-bid cost for the cameras, equipment, storage and extended warranty through the National Cooperative Purchasing Alliance, or NCPA. The City of Palmer is an authorized user of NCPA pursuant to P.M.C. 3.21.230.

The City of Palmer Administration chose to take advantage of its ability to attach to NCPA pricing for the following reasons:

- The City of Palmer does not bear the expense and resources of preparing and carrying out the typical bid process;
- The City of Palmer, by attaching itself to NCPA, receives a greater discount versus purchasing the cameras, equipment and storage via other means.

**3.21.230 Governmental and proprietary procurements.**

A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:

1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
  2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
  3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.
- B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.
- C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied.

**Administration's Recommendation:**

To approve Action Memorandum No. 20-068 authorizing the City Manager to purchase, under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, 20 new Getac body worn cameras, 20 new Getac in-car video cameras and recording equipment, Digital Evidence cloud storage service, and unlimited cloud service and maintenance plan, and an extended 5-year warranty on all equipment in the amount not to exceed \$294,512.44



**PCN Strategies, Inc.**  
 1612 K Street NW Suite 802  
 Washington, District of Columbia 20006  
 United States

**Quotation (Open)**  
 Doc #: 1011893 1 rev of 1  
 Modified Date: Sep 03, 2020 05:44 PM  
 CDT  
 Description: Getac Video Solutions  
**Account Manager:** Erin Vance 202-494-4525  
**Email:** erin.v@pcnstrategies.com  
**Customer Contact**  
 Voight, Tom  
 tjv@alascconnect.com

**Customer**  
 Palmer Police  
 Department (PP3894)  
 Voight, Tom  
 231 W. Evergreen Avenue  
 Palmer, AK 99645  
 United States  
 (P) 907-745-3271

**Bill To**  
 Palmer Police Department  
 Voight, Tom  
 231 W. Evergreen Avenue  
 Palmer, AK 99645  
 United States  
 (P) 907-745-3271  
 tjv@alascconnect.com

**Ship To**  
 Palmer Police Department  
 Voight, Tom  
 231 W. Evergreen Avenue  
 Palmer, AK 99645  
 United States  
 (P) 907-745-3271  
 tjv@alascconnect.com

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
<b>Body Worn Camera &amp; Accessories</b>					
1	Body Worn Camera with Technology Refresh Program	OVWX2MXXXXX1	20	\$869.53	\$17,390.60
Note: GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02),64GB + FHD/HD/WVGA + WiFi + GPS + BLE, 1 year hardware warranty (compatible with magnetic charge cable ORB39X)					
2	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - Single Port Dock (VD-02), dock ONLY	ORB24X	20	\$63.17	\$1,263.40
3	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - Single Port Dock (VD-02), includes USB AC adapter, USB Cable (3.94 ft)	ORB24U	20	\$103.12	\$2,062.40
4	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD-02D), includes 90W AC Adapter (US)	OD2DAU	2	\$1,210.76	\$2,421.52
5	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02), magnetic quick release charging USB cable	ORB39X	20	\$37.58	\$751.60
6	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera USB Extension Cable for VD-02, 12.5 ft	OLX0BX	20	\$18.31	\$366.20
7	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera dual side magnetic mount	ORB41X	20	\$55.15	\$1,103.00
8	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera Bluetooth Trigger Box (TB-02)	OTX11X	20	\$136.42	\$2,728.40
<b>In Car Video &amp; Accessories</b>					
9	In Car Video DVR	OAAAFAXEAXX1	20	\$3,704.03	\$74,080.60
Note: GETAC VIDEO SOLUTIONS INC. : VR-X20 In Car Video,DVR(VR-X20-i3) BBrcd-4GB/256GB SSD+2nd 256GB SSD+Battery Backup+WIFI+GPS+Crash Sensor,-5inch Display cbl ,ZeroDark FHD IP cam CA-NF21-180 cable ,Cabin cam Analog Infrared cable set,Wiring kitGPS WiFi/BT antennas,DVR mnt brkt, 1yhw					



#	Description	Part #	Qty	Unit Price	Total
10	GETAC VIDEO SOLUTIONS INC. : Mounting Bracket (Visor) - ZeroDark Camera AND Display (CU-D50) - Interceptor	OIA04X	20	\$54.76	\$1,095.20
11	GETAC VIDEO SOLUTIONS INC. : Ethernet Cable - RJ45/CAT5e (25 ft)	ONX0GX	20	\$15.07	\$301.40
<b>Cloud/Software/Training</b>					
12	GETAC VIDEO SOLUTIONS INC. : Getac Managed Service & Cloud - (Cloud Unlimited, SW maintenance)	OUA041	40	\$3,115.83	\$124,633.20
13	GETAC VIDEO SOLUTIONS INC. : Getac Enterprise-Video License and Annual Maintenance (Per Client Device)	OWC011	3	\$915.55	\$2,746.65
14	GETAC VIDEO SOLUTIONS INC. : Getac Enterprise - CAD Connector (Per Client Device)	OWC041	20	\$815.33	\$16,306.60
15	GETAC VIDEO SOLUTIONS INC. : Getac Enterprise - Active Directory Connector (Per Client Device)	OWC031	20	\$543.55	\$10,871.00
16	GETAC VIDEO SOLUTIONS INC. : Tier 2 Cloud Deployment Service, 2 Remote Setup Days / Up to 5 Days Onsite (Project/Training)	OZX0BX	1	\$14,766.09	\$14,766.09
17	GETAC VIDEO SOLUTIONS INC. : Getac Enterprise - Active Directory Connector Installation	OWC03X	1	\$1,349.21	\$1,349.21
18	GETAC VIDEO SOLUTIONS INC. : Getac Enterprise - CAD Connector Installation	OWC04X	1	\$1,349.21	\$1,349.21

\*These items are custom built and are not returnable once ordered.

**Subtotal: \$275,586.28**  
**Total: \$275,586.28**

**Confidential (Internal Only)**



**PCN Strategies, Inc.**  
 1612 K Street NW Suite 802  
 Washington, District of Columbia 20006  
 United States

**Quotation (Open)**  
 Doc #: 1011894 1 rev of 1  
 Modified Date: Sep 03, 2020 05:48 PM  
 CDT  
 Description: Extended Warranties  
**Account Manager:** Erin Vance 202-494-4525  
**Email:** erin.v@pcnstrategies.com  
**Customer Contact**  
 Voight, Tom  
 tjv@alascconnect.com

**Customer**  
 Palmer Police  
 Department (PP3894)  
 Voight, Tom  
 231 W. Evergreen Avenue  
 Palmer, AK 99645  
 United States  
 (P) 907-745-3271

**Bill To**  
 Palmer Police Department  
 Voight, Tom  
 231 W. Evergreen Avenue  
 Palmer, AK 99645  
 United States  
 (P) 907-745-3271  
 tjv@alascconnect.com

**Ship To**  
 Palmer Police Department  
 Voight, Tom  
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 Palmer, AK 99645  
 United States  
 (P) 907-745-3271  
 tjv@alascconnect.com

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
<b>Extended Warranties</b>					
1	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - VD-02 Dock - Extended Warranty - Years 2, 3, 4 & 5	GE-SVBDEXT4Y	40	\$18.57	\$742.80
2	GETAC VIDEO SOLUTIONS INC. : BC-02 Extended Warranty for 2nd refresh program-Year 2 - Getac, Body Worn Device, BWC 1st Refresh Program warranty, 1, Year	GE-SVBWRFF1Y	20	\$58.08	\$1,161.60
3	GETAC VIDEO SOLUTIONS INC. : BC-02 Extended Warranty for 2nd refresh program-Year 2 - Getac, Body Worn Device, BWC 2nd refresh program warranty, 1, Year	GE-SVBWRFS1Y	20	\$58.08	\$1,161.60
4	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - MD-02D Dock w/ 90W - Extended Warranty - Years 2, 3, 4 & 5	GE-SVMDEXT4Y	2	\$220.78	\$441.56
5	GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - Bluetooth Trigger Box - Extended Warranty - Years 2, 3, 4 & 5	GE-SVTGEXT4Y	20	\$52.97	\$1,059.40
6	DVR + 2 Cameras + Display Extended Warranty - Years 2, 3, 4 & 5	GE-SVDNEXT4Y	20	\$717.96	\$14,359.20

\*These items are custom built and are not returnable once ordered.

**Subtotal: \$18,926.16**  
**Total: \$18,926.16**

## **About NCPA**

*NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. For more information, go to [www.ncpa.us](http://www.ncpa.us).*

## **Who Can Use NCPA's Contracts?**

*There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize NCPA's [cooperative purchasing contracts](#). These include, but are not limited to the following agency types:*

- *School Districts (including K-12, Charter schools, and Private K-12)*
- *Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)*
- *Cities, Counties, and any Local Government*
- *State Agencies*
- *Healthcare Organizations*
- *Church/Religious*
- *Nonprofit Corporations*

## **State Statutes**

*Want to see your state's laws on cooperative purchasing?  
Click here to view [your state's laws on cooperative purchasing](#).  
(<http://www.ncpa.us/Statutes>).*

*This contract is accessible nationally to public agencies whose state laws allow for intergovernmental contract use.*

## **Contract**

**[SYNNEX NCPA 01-97 Advanced Technology Solutions Aggregator](#)**

## **Term**

August 1, 2019 thru July 31, 2022 plus two additional option years.

## **Awarded Manufacturers**

This contract covers all manufacturers listed on the SYNNEX corporate line card plus services

## **Freight**

All deliveries to NCPA members shall be freight prepaid, FOB Destination. For authorized Dealers, all standard commercial freight policies will apply. Possible assistance with freight will be determined on a case by case basis. Additional freight costs may apply for white glove, special and expedited delivery requirements.

## **Contract Pricing**

### **SYNNEX NCPA 01-97 Advanced Tech Solutions Aggregator Contract Pricing:**

- **4% Discount from MSRP** applicable to all manufacturing lines, (unless noted in Exceptions below)
- **2% Discount from MSRP** for the following Exceptions:
  - Chromebooks, HP Smartbuys, Lenovo TopSeller Products and all other promotionally priced products.
  - Manufacturers: APC, Asus, Cisco, Crucial, Google, Global Knowledge Training, Microsoft Software, NEC, Seagate, and F5
- **Services.** Please refer to the Services line card for a complete breakdown of specific costs associated with our services. Dealer is free to offer additional discounts from the established contract price.

## **Authorized Dealer Program**

SYNNEX offers a Dealer Program that provides select reseller partners the ability to sell to NCPA members using this contract. The Dealer is authorized to invoice the NCPA member and accept payment on behalf of SYNNEX, subject to the following requirements:

- Dealer quote will include the NCPA contract price and your cost from SYNNEX.
- End-user pricing can NOT exceed the NCPA Contract Price but can be discounted by the Dealer.
- Dealer must identify all NCPA quotes and orders to SYNNEX. Quotes can be obtained at [NCPA@synnex.com](mailto:NCPA@synnex.com).
- Both the End-user and Dealer POs should reference the NCPA Contract number (NCPA 01-97). Dealer is responsible for maintaining a copy of these POs for audit purposes for up to 3 years following the date of that sale.
- Reseller must have a current account in good standing at SYNNEX and signed Dealer Agreement. To participate, please send request to [NCPA@synnex.com](mailto:NCPA@synnex.com).
- SYNNEX and manufacturers' standard commercial certifications/authorizations are required for participation.

## **SYNNEX Contacts**

Team Contact: [NCPA@synnex.com](mailto:NCPA@synnex.com)

For New Authorizations:

Nicholas Coperine 1-914-618-1524

For Existing Resellers:

Cory Fortune: 1-800-456-4822, ext. 494560

Jennifer McEachern 1-800-456-4822, ext. 494079

Website: <http://www.synnexcorp.com/us/govsolv/ncpa/>

### **POS Reporting**

Authorized Dealer must provide a POS of their sales under this contract to [NCPA@synnex.com](mailto:NCPA@synnex.com) no later than the 5<sup>th</sup> day following the end of the preceding month using the template below. (SYNNEX is required to provide a monthly POS to NCPA by the 15<sup>th</sup> to [reporting@ncpa.us](mailto:reporting@ncpa.us).)

### **Contract Fees**

Authorized Dealer is responsible for the payment of the **Contract Fee to SYNNEX, by the 15<sup>th</sup> day of the month.**

**Contract fee:** 0.80% or 80 bps for Commodity Products  
2.00% for Enterprise Products

The Contract Fee is calculated off the Dealer's combined monthly POS based on the total pricing charged to the NCPA members. Participating manufacturers are encouraged to provide special pricing that offsets this Contract Fee.

Payment should be sent to the following address:

SYNNEX Corporation  
[c/o Cory Fortune](#)  
39 Pelham Ridge Drive  
Greenville, SC 29615

### **Marketing**

There are no restrictions in the marketing of this contract directly to the cooperative membership. The NCPA Program Office can assist SYNNEX and our participating Dealers with their marketing efforts, training and attendance at industry events and SYNNEX GovSolv shows.

NCPA has provided a membership list to assist our dealer organization in the marketing of this contract. Reach out to [ncpa@synnex.com](mailto:ncpa@synnex.com) for more information.

### **NCPA**

Jonathan Applegate, Director, Operations  
Tele: 832-477-3475  
E-Mail: [japplegate@ncpa.us](mailto:japplegate@ncpa.us)



**City of Palmer  
Action Memorandum No. 20-069**

**Subject:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, Ten New Police Portable Radios in the Amount of \$69,678.13, Contingent Upon Receiving a Homeland Security SHSP Grant Funds



**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**




**Originator Information:**

**Originator:**    Chief of Police

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		9-2-2020
_____	Fire	_____	_____
X	Police		9-1-2020
_____	Public Works	_____	_____

**Approved for Presentation By:**

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

**Certification of Funds:**


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

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ \$69,678.13
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s):    09-01-10-7125 HSL SHSP Grant
- Not budgeted

Director of Finance Signature:    

**Attachment(s):**

- Quote from Motorola for the Radios
- Sole Source Qualification Letter

**Summary Statement/Background:**

The City of Palmer applied to the Division of Homeland Security and Emergency Management (DHS&EM) for remaining SHSP grant funds from 2018 in the amount of \$69,678.13. In the grant application the City requested to purchase portable police radios, the sort the officers wear on their duty belt for day to day communications when not in their patrol vehicle.

This action memorandum authorizes the City Manager to purchase 10 new Motorola portable radios at a quoted price of \$69,678.13. This price reflects a pre-bid cost for the radios through the National Association of State Procurement Officers, or NASPO. The City of Palmer is an authorized user of NASPO pursuant to P.M.C. 3.21.230. The City has applied for grant funding through the Homeland Security SHSP Grant and it is anticipated that after the award is applied to this purchase that the total cost to the City will be approximately \$0.

The City of Palmer Administration chose to take advantage of its ability to attach to NASPO pricing for the following reasons:

- The City of Palmer does not bear the expense and resources of preparing and carrying out the typical bid process;
- The City of Palmer, by attaching itself to NASPO, receives a greater discount versus purchasing the radios via other means.

**3.21.230 Governmental and proprietary procurements.**

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
  2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
  3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.
- B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.
- C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied.

**Administration's Recommendation:**

Approve Action Memorandum No. 20-069 authorizing the City Manager to purchase, under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, ten new Police portable radios in the amount of \$69,678.13, contingent upon receiving a Homeland Security SHSP Grant funds





**Quote Number:** QU0000501408

**Effective:** 04 MAR 2020

**Effective To:** 03 MAY 2020

**Bill-To:**

PALMER POLICE DEPT, CITY OF  
423 S VALLEY WAY  
PALMER, AK 99645  
United States

**Ultimate Destination:**

PALMER POLICE DEPT, CITY OF  
423 S VALLEY WAY  
PALMER, AK 99645  
United States

**Attention:**

**Name:** Dwayne Shelton  
**Phone:** (907)745-4811

**Sales Contact:**

**Name:** Angela Parker  
**Email:** aparker@procommak.com  
**Phone:** 907-563-1176

**Contract Number:** NASPO ValuePoint

**Freight terms:** FOB Destination

**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	10	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$5,983.00	\$4,367.59	\$43,675.90
1a	10	H38BS	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,095.00	\$10,950.00
1b	10	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$219.00	\$2,190.00
1c	10	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$540.20	\$5,402.00
1d	10	QA05509AA	DEL: DELETE UHF BAND	\$-800.00	\$-584.00	\$-5,840.00
1e	10	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$3,759.50
1f	10	Q58AL	ADD: 3Y ESSENTIAL SERVICE	\$110.00	\$110.00	\$1,100.00
1g	10	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.65	\$36.50
1h	10	Q629AH	ENH: AES ENCRYPTION AND ADP	\$475.00	\$346.75	\$3,467.50
1i	10	H301CN	DEL: DELETE BELT CLIP/BASIC CARRY HOLDER	\$-10.00	\$-7.30	\$-73.00
2	10	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$120.45	\$1,204.50
3	10	PMMN4099B	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	\$145.00	\$105.85	\$1,058.50
4	1	NNTN7593A	CHR IMP DISP DUC EXT US/NA/CA/LA	\$412.50	\$301.13	\$301.13
5	10	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$163.00	\$118.99	\$1,189.90
(Notes)spare batteries						
6	679	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$679.00
(Notes)Codeplug mod and programming, estimated insured freight						
7	10	PMLN7904A	CARRY ACCESSORY-CASE,APX6000 CC 2.75 SWLBL TIA BATTERY	\$79.00	\$57.67	\$576.70

**Total Quote in USD**

**\$69,678.13**

Q3436

PO Issued to Motorola Solutions Inc. must:

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

>Have a PO Number/Contract Number & Date

- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

## Norma Alley

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**From:** Dwayne A. Shelton  
**Sent:** Wednesday, September 16, 2020 12:18 PM  
**To:** Norma Alley  
**Subject:** Radios (Sole Source/NASPO Valuepoint Contract Verbiage)

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**From:** Angela Parker <aparker@procommak.com>  
**Sent:** Wednesday, September 16, 2020 12:05 PM  
**To:** Dwayne A. Shelton <dashedon@PalmerPolice.com>  
**Subject:** RE: Radios (Sole Source/NASPO Valuepoint Contract Verbiage)

Dear Sir or Madam:

Motorola manufactures the APX8000 (and other P25 models) and only distributes this radio directly (i.e. It is not available to Dealers who purchase the units and then resell them). To facilitate sales of the APX subscribers, Motorola has appointed regional "Agents" (Manufacturer's Representatives) to act on its behalf to help Agencies/Municipalities assess their configuration requirements and then to supply quotes from Motorola to the Agency/Muni. To purchase the quoted items, the Agent/Manufacturer's Representative collect Purchase Orders made out to Motorola, submit them to Motorola through the MR channel, and then receive and deliver the radios to the Agency/Muni.

So Motorola is the only source for the APX radio and ProComm Alaska is the only Manufacturer's Representative for state and local facilitation in Alaska.

One final detail, the APX radio (as well as others) is listed on the NASPO Valuepoint pre-bid contract #19860 (formerly WSCA-NASPO contract #06913) guaranteeing that the price Motorola sells it for on this contract is the lowest price available in the world for this product. Please note that your quote(s) contain a reference to the NASPO contract and the line items are on the contract. Information on the NASPO contract and how it meets the criteria for sole source purchasing can be found on their web site [here](#).

I've also attached instructions on how to complete your purchase order to Motorola. If you have any further questions, feel free to contact me.

Thank You, and I hope this helps!

Angela

**Angela Parker** | Inside Sales Specialist, CSS  
**ProComm Alaska LLC** | Motorola Solutions  
Office: 907.563.1176 ext 137 or [Press 1 for SALES](#) | Fax 907.519-6063  
[aparker@procommak.com](mailto:aparker@procommak.com)  
Anchorage | Fairbanks | ETA Certified Service Centers



**A. CALL TO ORDER**

A special meeting of the Palmer City Council was held on August 25, 2020, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

**B. ROLL CALL**

Due to COVID-19 Mayor DeVries was present in the Council Chambers while the Council Members participated in the meeting by teleconference.

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

Edna DeVries, Mayor	Linda Combs, Deputy Mayor (participated by teleconference)
Julie Berberich (participated by teleconference)	Sabrina Combs (participated by teleconference)
Steve Carrington (participated by teleconference)	Jill Valerius (participated by teleconference)

Deputy Mayor Combs joined the meeting at 6:08 p.m., which was after Approval of the Agenda.

Council Member Richard W. Best was absent and excused.

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (participated by teleconference)
Norma I. Alley, MMC, City Clerk	Kara Johnson, Deputy City Clerk

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

**Main Motion: To Approve the Agenda**

Moved by:	S. Combs
Seconded by:	Valerius
Vote:	5 Yes/2 Absent (Best, L. Combs)
Action:	Motion Carried

Deputy Mayor L. Combs joined the meeting at 6:08 p.m.

**E. AUDIENCE PARTICIPATION**

Mr. Caleb Saunders testified regarding City Annexation study.

Mr. Jason Ortiz testified regarding City Annexation study.

Mr. Jim Psenak testified regarding City Annexation study.

Mr. John Campbell testified regarding City Annexation study.

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

Mr. Mike Chmielewski testified regarding City Annexation study.

Ms. Nanette Honea testified regarding City Annexation study.

Mr. Frank Kish testified regarding City Annexation study.

City Clerk Alley read written testimony into the record (see official meeting packet for written testimony).

#### **F. NEW BUSINESS**

1. **Committee of the Whole:** Presentation from Agnew::Beck Regarding Annexation Study (note: action may be taken by the Council following the Committee of the Whole)

The Council entered into a Committee of the Whole at 6:38 p.m.

Agnew::Beck consultants provided a brief presentation (see meeting packet for full PowerPoint presentation).

The Committee of the Whole was adjourned at 6:56 p.m. and the special meeting reconvened at 6:56 p.m.

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

None.

#### **H. COUNCIL MEMBER COMMENTS**

No direction given to staff for legislation to be placed on a future agenda.

#### **I. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 6:56 p.m.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.**

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Norma I. Alley, MMC, City Clerk

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Edna B. DeVries, Mayor

**A. CALL TO ORDER**

A regular meeting of the Palmer City Council was held on August 25, 2020, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

**B. ROLL CALL**

Due to COVID-19 Mayor DeVries was present in the Council Chambers while the Council Members participated in the meeting by teleconference.

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

Edna DeVries, Mayor	Linda Combs, Deputy Mayor (participated by teleconference)
Julie Berberich (participated by teleconference)	Sabrina Combs (participated by teleconference)
Steve Carrington (participated by teleconference)	Jill Valerius (participated by teleconference)

Deputy Mayor Combs joined the meeting at 7:10 p.m., which was after the Clerk’s Report.

Council Member Carrington joined the meeting at 7:06 p.m., which was after Approval of the Agenda.

Council Member Richard W. Best was absent and excused.

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (participated by teleconference)
Norma I. Alley, MMC, City Clerk	Kara Johnson, 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. 20-056:** Authorizing the City Manager to Extend the Legal Services Contract with Jermain, Dunnagan & Owens, P.C. for One Additional Year to Expire December 31, 2021
2. Approval of Minutes of Previous Meetings
  - a. July 28, 2020, Regular Meeting

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

Moved by:	S. Combs
Seconded by:	Valerius
Vote:	4 Yes/3 Absent (Best, Carrington, L. Combs)
Action:	Motion Carried

Council Member Carrington joined the meeting at 7:06 p.m.

**E. REPORTS**

1. City Manager’s Report

Chief of Police Shelton introduced two new police officers.

City Manager Moosey reported on the current Budget schedule and updates on the Cares Act grant applications.

2. City Clerk’s Report

City Clerk Alley reported on the following:

- Absentee By Mail Ballot requests;
- Location move of Precinct 11-075 to the Mat-Su Borough Gym; and
- Available means of voting; and
- Important Election dates.

Deputy Mayor L. Combs joined the meeting at 7:10 p.m.

3. Mayor’s Report

Mayor DeVries highlighted her written report.

4. City Attorney’s Report

None.

**F. AUDIENCE PARTICIPATION**

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

**G. PUBLIC HEARING**

1. **Ordinance No. 20-005:** Amending Palmer Municipal Code Section 2.04.160 Council Community Grants (Pending Motion)

City Clerk Alley reported on the meeting history of the item, noted there are a number of amendments recommended by staff to be made to the ordinance that it could be confusing to track if made on the floor, recommended Ordinance No. 20-005 be postponed indefinitely, and staff prepare a new ordinance.

Mayor DeVries opened the public hearing on Ordinance No. 20-005.

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

Hearing no objection from Council, Mayor DeVries closed the public hearing.

**Motion to Postpone: To Postpone Indefinitely Ordinance No. 20-005**

Moved by:	S. Combs
Seconded by:	Carrington
Vote:	6 Yes/1 Absent (Best)
Action:	Motion Carried



**H. NEW BUSINESS**

None.

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

None.

**J. AUDIENCE PARTICIPATION**

Mr. Eugene Carl Haberman testified on the public process of the Mat-Su Borough Manager Recruitment.

**K. COUNCIL COMMENTS**

Consensus was met to request Agnew::Beck return to a future regular meeting in order to provide their complete presentation and allow enough time for Council engagement.

**L. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 7:36 p.m.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.**

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

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



**Mayor's Memo**  
**Council Meeting report for council Meeting**  
**on September 22, 2020**

**Events**

**Basic Needs – zoom meeting – October 1**

**Mayor/Manager meeting – September 17, October 15**

**Transportation Fair – October 15**

**Second phase of Glenn Highway project will be 2021/22**

**Agenda setting – September 23, October 14**

**We want and value your input and participation.**

*Edna DeVries Mayor*

*u/t 907-355-9933*

**edevries@palmerak.org**



**City of Palmer  
Ordinance No. 20-009**

**Subject:** Amending the Palmer Municipal Code Chapter 4.15.050 Employment Pertaining to Employee Probationary Period

**Agenda of:** September 8, 2020 – Introduction  
September 22, 2020 – Public Hearing

**Council Action:**     **Adopted**                       **Amended:** \_\_\_\_\_  
                                  **Defeated**

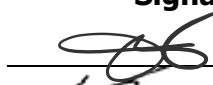
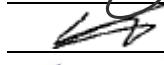
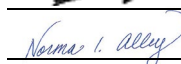
**Originator Information:**

**Originator:**    John Moosey, City Manager

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **0.00**

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): \_\_\_\_\_
- Not budgeted

Director of Finance Signature: 

**Attachment(s):**

- Ordinance No. 20-009

**Summary Statement/Background:**

The Covid-19 pandemic has created a challenge to properly protect staff and the public. The current personnel time off code language is a strong disincentive to effectively provide a safe working environment. Repealing this language will promote safe and effective staff health decisions.

**Administration's Recommendation:**

Adopt Ordinance No. 20-009

**LEGISLATIVE HISTORY**

Introduced by: City Manager Moosey  
Date: September 8, 2020  
Public Hearing: September 22, 2020  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Ordinance No. 20-009**

**An Ordinance of the Palmer City Council Amending the Palmer Municipal Code Chapter 4.15.050 Employment Pertaining to Probationary Period**

WHEREAS, the COVID-19 pandemic is creating challenges in protecting city staff and the public; and

WHEREAS, Specific personnel operation code requirements must be adjusted to operate in this new environment.

NOW, THEREFORE 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. Palmer Municipal Code is hereby amended to read as follows (new language is underlined and deleted language is ~~stricken~~):

**Chapter 4.15.50**

- A. All new regular full-time and regular part-time employees are subject to the probationary requirements of this section.
- B. At any time during the probationary period, the department director or city manager may summarily discharge the probationary employee from the position, with or without cause and without right of hearing or appeal; provided, however, such discharge will be made in conjunction with prior attorney consultation.
- C. Written notice of such dismissal shall be given to the probationary employee before the action becomes effective.
- D. All new, promoted, and demoted employees shall serve a probationary period.
  - 1. Full-time employees shall serve a probationary period of six months or 1,040 hours worked, exclusive of overtime.

a. When an employee in a probationary status is transferred to another level, the probationary period for the new level shall start on the date of the transfer.

b. After an employee has successfully completed six months and 1,040 hours of work, exclusive of overtime, in the new level the employee may be advanced a maximum of two steps to the next higher pay step in the salary range of the class. That date becomes the employee's merit anniversary date.

c. The probationary period may be extended at the discretion of the department director and approval of the personnel officer.

2. Part-time employees shall serve a probationary period of six months and ~~1,040~~ 520 hours worked, exclusive of overtime.

a. After an employee has successfully completed six months and ~~1,040~~ 520 hours of work, exclusive of overtime, the employee may be advanced a maximum of two steps to the next higher pay step in the salary range of class. That date becomes the employee's merit anniversary date.

b. The probationary period may be extended at the discretion of the department director and approval of the personnel officer.

3. Uncertified police officer probationary period shall begin at day of hire and continue for six months after the successful completion of police academy and field training program.

E. A probationary employee is not entitled to PMC 4.50.060 before discharge, and a probationary employee is not entitled to severance pay upon discharge.

F. During the probationary period, a probationary employee accrues leave time, and shall be eligible for holiday benefits.

~~1. The employee may not use personal leave until they have successfully completed their probationary period including any extensions.~~

2. The leave accrual will not be paid for an employee who leaves employment with the city of Palmer for any reason prior to successfully completing the probationary period including any extensions.

Section 4. Effective Date. Ordinance No. 20-009 shall take effect upon adoption by the city of Palmer City Council.

**Passed and approved** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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



**City of Palmer  
Ordinance No. 20-010**

**Subject:** Amending Palmer Municipal Code Chapter 4.30 Types of Leave Pertaining to Administrative Leave Policy for COVID-19

**Agenda of:** September 8, 2020 – Introduction  
September 22, 2020 – Public Hearing

**Council Action:**     **Adopted**                       **Amended:** \_\_\_\_\_  
                                  **Defeated**




**Originator Information:**

**Originator:**    John Moosey, City Manager

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **0.00**

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): \_\_\_\_\_
- Not budgeted

Director of Finance Signature:    

**Attachment(s):**

- Ordinance No. 20-010

**Summary Statement/Background:**

During the COVID-19 Pandemic, the city of Palmer has and is facing an unprecedented risk in providing services at the same time of ensuring safety for both the public and staff. This virus currently has no expiration date and we must plan and protect our employees and the city. An alteration to employee leave benefit must be made to allow our service providers confidence in providing services without having to choose between health safety and financial protection.

**Administration's Recommendation:**

Adopt Ordinance No. 20-010

**LEGISLATIVE HISTORY**

Introduced by: City Manager Moosey  
Date: September 8, 2020  
Public Hearing: September 22, 2020  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Ordinance No. 20-010**

**An Ordinance of the Palmer City Council Amending Palmer Municipal Code Chapter 4.30 Types of Leave Pertaining to Administrative Leave for COVID-19**

WHEREAS, the recent COVID-19 pandemic has impacted the city of Palmer’s service operation; and

WHEREAS, the city of Palmer service success relies on the health and safety of staff; and

WHEREAS, risk associated with the virus puts staff health at great levels of harm to the person and to services provided; and

WHEREAS, Changes in the work environment must be made to preserve health and service delivery.

THEREFORE, THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be temporary in nature and is a non-code ordinance; therefore, shall not 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 City Council adopts the following temporary employee administrative leave policy pertaining to COVID-19:

Paid administrative leave is available until December 31, 2020, for certain Covid-19 related reasons to assist employees in a time of need if the employee has previously been approved for and exhausted eligible leave available under the Families First Coronavirus Response Act (FFCRA or ACT).

A. Eligibility. To be eligible, an employee must be identified as a close contact according to Centers for Disease Control (CDC) or a medical professional and thus advised to be tested for Covid-19. If the employee has previously used and exhausted all applicable leave available under FFCRA, then the city Manager may, at his discretion, approve a maximum of seven (7) days of administrative leave to allow for the employee to obtain testing for Covid-19 and remain out of work until the test results have been received. If, after the seven (7) days has expired, if the

employee has not received his/her test results or been cleared to return to work, the employee shall be required to either utilize available paid time off (PTO) or be placed on leave without pay (LWOP) until such time as the employee has either received a negative test result or been cleared by a medical professional to return to work. Employees may be required to provide proof of their status as a close contact, a negative test, and/or a release to work from a medical professional upon request.

B. Exceptions. Employees whose positions permit telework may be placed on a telework agreement, upon approval from the department director, in lieu of administrative leave. The department director retains the right to determine whether telework or the paid administrative leave described in this policy shall be assigned.

Section 4. Effective Date. Ordinance No. 20-010 shall take effect upon adoption by the city of Palmer City Council.

**Passed and approved** this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**City of Palmer  
Ordinance No. 20-011**

**Subject:** Enacting Palmer Municipal Code Section 4.30.190 Types of Leave Pertaining to Employee Teleworking

**Agenda of:** September 8, 2020 – Introduction  
September 22, 2020 – Public Hearing

**Council Action:**     **Adopted**                       **Amended:** \_\_\_\_\_  
                                  **Defeated**




**Originator Information:**

**Originator:**    John Moosey, City Manager

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **0.00**

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): \_\_\_\_\_
- Not budgeted

Director of Finance Signature: 

**Attachment(s):**

- Ordinance No. 20-011

**Summary Statement/Background:**

To encourage distance work during the COVID-19 pandemic, the city of Palmer is authorizing certain employees to complete their duties in an alternate workspace. This Agreement is intended to ensure that both the city and employees have a clear, shared understanding of expectations during a period of flexible work scheduling. The Agreement is not a contract of employment and does not provide any additional contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship.

**Administration's Recommendation:**

Adopt Ordinance No. 20-011

**LEGISLATIVE HISTORY**

Introduced by: City Manager Moosey  
Date: September 8, 2020  
Public Hearing: September 22, 2020  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Ordinance No. 20-011**

**An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Section 4.30.190 Types of Leave Pertaining to Employee Teleworking**

WHEREAS, the recent COVID-19 pandemic has impacted the city of Palmer’s service operation; and

WHEREAS, the city of Palmer service success relies on the health and safety of staff; and

WHEREAS, risk associated with the virus puts staff health at great levels of harm to the person and to services provided; and

WHEREAS, changes in the work environment must be made to preserve health and service delivery.

THEREFORE, 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. Palmer Municipal Code is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**Chapter 4.30.190**

A. Compensation and Work Hours. The employee’s compensation, benefits, work status and work responsibilities will not change due to participation in the teleworking program. The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the teleworking program.

1. The employee’s alternate worksite work hours will conform to a schedule agreed upon by the department supervisor and employee. If such a schedule has not been agreed upon, the employee’s work hours will be the same as before the employee began teleworking.

2. Telework participants are required to report all work hours. Overtime must be approved in advance. Participants are required to complete a timesheet no less than bi-weekly to all hours worked.

B. Eligibility. Employees will be selected based on the suitability of their jobs, an evaluation of the likelihood of their being successful teleworkers, an evaluation of their ability to complete the essential duties of their position remotely, and an evaluation of their supervisor's ability to manage remote workers. Each department director will make its own selections. Discontinuation of a telework arrangement is not, in and of itself, an adverse action and telework arrangements may be terminated at the department director's discretion.

C. Equipment/Tools. The city may provide specific tools/equipment for the employee to perform his/her current duties. This may include computer hardware, computer software, phone lines, email, voicemail, connectivity to host applications, and other applicable equipment as deemed necessary.

1. The use of equipment, software, data supplies and furniture, when provided by the city, for use at the remote work location is limited to authorized persons and for purposes relating to city business. The city will provide for repairs to city equipment. When the employee uses his/her own equipment, the employee is responsible for maintenance and repair of equipment. All city provided equipment must be returned upon request and/or termination of employee's employment.

D. Workspace. The employee shall designate a workspace within the remote work location for placement and installation of equipment to be used while teleworking. The employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the employee and equipment. The city must approve the site chosen as the employee's remote workspace.

1. Any work materials/supplies/equipment taken home should be kept in the designated work area at home and not be made accessible to others.

E. Office Supplies. Office supplies will be provided by the city as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's department director.

F. Liability. The city assumes no liability for injuries occurring in the employee's alternate workspace. The city is not liable for loss, destruction, or injury that may occur in or to the employee's alternate workspace. This includes the employee, family members, visitors, or others that may become injured within or around the employee's home.

G. Dependent Care. Unless specifically approved, teleworking is not a substitute for dependent care.

H. Communication. Employees must be available by phone and email during work hours. All in-person work interactions will be conducted in a public meeting space suitable for such meetings or a client or city site. Participants must be available for staff meetings and other meetings deemed necessary by management during work hours.

I. Compliance and Termination. The telework agreement will commence on a date agreed upon by the department supervisor and employee and will be re-evaluated annually as a part of the employee's performance appraisal, if the employee has a substantial change in duties, changes



his/her position, or if there is a change in department directors. The department director may rescind this telework agreement at any time for any reason, at their discretion. Employee shall comply with all Federal and State employment laws and all applicable Palmer Municipal Codes.

Section 4. Effective Date. Ordinance No. 20-011 shall take effect upon adoption by the city of Palmer City Council.

**Passed and approved** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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



**City of Palmer  
Resolution No. 20-023**

**Subject:** Authorizing Round II of the City of Palmer Coronavirus Aid, Relief, and Economic Security Act (CARES Act) CARES Grants



**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**




**Originator Information:**

**Originator:**    City Manager

**Department Review:**

<b>Route to:</b>	<b>Department Director:</b>	<b>Signature:</b>	<b>Date:</b>
<u>X</u>	Community Development		<u>09/02/2020</u>
<u>X</u>	Finance		<u>09/02/2020</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ **7,566,546.24**

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 7,566,546.24
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s):    56-01-10-6XXX Fund 56 CARES Act Funds Special Revenue
- Not budgeted

Director of Finance Signature:    

**Attachment(s):**

- Resolution No. 20-023
- Draft Business CARES Grant Application – Round 2
- Draft Nonprofit Non-Competitive CARES Grant Application – Round 2
- Draft Nonprofit Competitive CARES Grant Application – Round 2
- Small Business & Nonprofit FAQ

**Summary Statement/Background:**

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This act included numerous federal funding opportunities for the State of Alaska for response and mitigation for the COVID-19 public health crisis. The programs that the State of Alaska developed included a statewide distribution of \$562,500,000 to boroughs and local governments. The time frame for the use of these funds is from March 1 through December 30, 2020.

On May 26, 2020, Palmer City Council approved resolution 20-015 accepting the City's share of Coronavirus Relief Funds in the amount of \$7,566,546.24 for costs that are for necessary expenditures incurred due to the public health emergency of COVID-19.

On July 14, 2020, Palmer City Council approved resolution 20-017 authorizing the appropriation of expenditures for the CARES Act funds which included the following programs and budget amounts

- 1) Small Business CARES Grants - \$3,000,000
- 2) Nonprofit CARES Grants - \$350,000
- 3) Nonprofit CARES Competitive Grants - \$400,000
- 4) City Utility Abatement - \$1,000,000
- 5) City Mitigation Expenditures - \$300,000
- 6) City Resiliency and Recovery- \$2,516,546.24

The CARES Grants for Small Businesses and Nonprofits had an application period of July 17 through August 14, 2020. The competitive CARES grant for Nonprofits had an application period of July 17 through July 31, 2020. The total dollar amount distributed through these programs was \$765,000. Small Business Grants of \$567,500, Nonprofit Noncompetitive Grants of \$97,500 and Nonprofit Competitive Grants of \$100,000.

The administration would like to have a Round 2 of the CARES Grants for Small Businesses, Nonprofits both competitive and noncompetitive with the application period starting on October 12, 2020 through October 20, 2020 using the remaining appropriated funds. The City would get the word out to potential grant applicants during the time period of September 23 through October 12, 2020.

**\$3,000,000 – Small Business CARES Grants.** This allocation includes grant awards to qualifying City of Palmer businesses affected by COVID-19 to offset impacts or to provide mitigation. The grants will be \$2,500, \$5,000, \$7,500 and \$10,000 based on annual revenues and certain criteria including a valid City of Palmer business license for 2019 and 2020, the business is physically located in Palmer City limits and had a 10% reduction in revenues from 2019 to 2020. Businesses who have applied and/or secured funding from the City of Palmer (grant period July 17 – August 14) or other State or federal programs under the CARES Act are still eligible to apply. The Small Business Cares Grants program will be open from 8:00 am October 12, 2020 through 5:00 pm October 30, 2020, with weekly disbursements to qualifying businesses. This program will be on a first come first serve basis. The City will administer the grant program.

**\$350,000 – Nonprofit CARES Grants.** This allocation includes grant awards to qualifying City of Palmer nonprofits affected by COVID-19 to offset impacts or to provide mitigation. The grants will be \$2,500, \$5,000, \$7,500 and \$10,000 based on annual revenues and certain criteria including a valid City

of Palmer business license for 2019 and 2020, the nonprofit is physically located in Palmer City limits and provides a service, activity or events to Palmer residents or businesses. Nonprofits who have applied and/or secured funding from the City of Palmer (grant period July 17 – August 14) or other State or federal programs under the CARES Act are still eligible to apply. The Nonprofit CARES Grants program will be open from 8:00 am on October 12, 2020 through 5:00 pm on October 30, 2020, with weekly disbursements to qualifying nonprofits. This program will be on a first come first serve basis. The City will administer the grant program.

**\$400,000 – Nonprofit CARES Competitive Grants.** This allocation includes grant awards to qualifying City of Palmer nonprofits affected by COVID-19 to offset impacts or to provide mitigation. This is a competitive program for City of Palmer nonprofits with annual revenues greater than \$500,001. This program will be based on a scoring criterion. Those who wish to participate in the competitive program will not be eligible for a grant under the non-competitive grant program. Nonprofits that applied and/or secured funding from the City of Palmer (grant period July 17 -31<sup>st</sup>) or other State or federal programs under the CARES Act are still eligible to apply. The Nonprofit CARES Competitive Grants program will be open from 8:00 am on October 12, 2020, through 5:00 pm on October 30, 2020. Applications will be scored by a committee consisting of members of the City of Palmer Finance and Community Development Departments. Distribution of funds will be prorated amount based on the number of qualifying applicants, individual applicant scores and amount of funding allocated to the competitive nonprofit grant program. Grant award amounts and recipients will be announced by November 6, 2020. The City will administer the grant program. The previous Competitive Cares Grant was appropriated \$400,000. The City awarded \$100,000 of these funds and would like to increase this grant program an additional \$200,000 bringing the total funds available for this program to \$500,000. The administration would reduce the City Resilience and Recovers appropriation by \$200,000 to \$2,316,546.24.

**Administration's Recommendation:**

Approve Resolution No. 20-023 authorizing Round II of the City of Palmer CARES Grants.

**LEGISLATIVE HISTORY**

Introduced by: Manager Moosey  
Date: September 22, 2020  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 20-023**

**A Resolution of the Palmer City Council Authorizing Round II of the City of Palmer Coronavirus Aid, Relief, and Economic Security Act (CARES Act) CARES Grants**

WHEREAS, on May 26, 2020, Palmer City Council accepted the Coronavirus Relief Funds in the amount of \$7,566,546.24 for Costs that are for necessary expenditures due to the Public Health Emergency due to Coronavirus Disease 2019 (COVID-19) from the Alaska Department of Commerce, Community, and Economic Development; and

WHEREAS, on July 14, 2020, Palmer City Council approved the six programs for the disbursement of these funds through Small Business CARES Grants, Nonprofit Cares Grants, Nonprofit CARES Competitive Grants, City Utilities Subsidization Program, City Mitigation Expenditures and City Resiliency and Recovery Program; and

WHEREAS, on July 14, 2020, Palmer City Council appropriated \$7,566,546.24 of the Coronavirus Relief Funds for necessary programs and City expenditures due to COVID-19 mitigation and economic recovery; and

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby authorizes Round II of the CARES Act Grant Programs

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby

**Approved** by the Palmer City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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



**City of Palmer • Finance Office**  
**231 W. Evergreen Avenue, Palmer, AK 99645**

Phone: 907-745-3271 • Fax: 907-745-0930

[www.palmerak.org](http://www.palmerak.org)

**CARES Grant Application – Business  
Round II**

**Primary Contact Information:**

Name of Business: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

Type of business:

- Sole proprietorship
- Partnership
- Limited Liability Corporation
- S Corporation
- C Corporation
- Other, please list: \_\_\_\_\_

IRS Employer Identification #: \_\_\_\_\_

*Sole proprietors may provide a Social Security Number OR Individual Tax Identification Number*

If your organization is a business, list all individuals\* and organizations that own 50% or more:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**General Eligibility Guidelines**

Yes  No Current City of Palmer business license and had a 2019 City of Palmer business license.

Yes  No A loss of monthly revenue of 10% or more.

Yes  No Does your business have a physical location in Palmer city limits?  
*(This could be an office, store, restaurant, home-based business, including leased or owned)*

***You must have answered Yes to all three of the above questions to be eligible***

Yes  No Is your business a franchise or chain?

Were your 2019 gross annual revenues:

- \$50,000 or less
- \$50,001 to \$250,000
- \$250,001 to \$500,000
- \$500,001 or more

Income verified by:

- Sales tax return remittance forms
- 2019 Federal income tax return
- Other

Yes  No Has your business filed for bankruptcy since March 1, 2020?

How has your business been harmed by the COVID-19 pandemic? Check all that apply:

- Full or partial closure due to state emergency order.
- Forced to lay off or not pay one or more employees.
- Direct expenses associated with COVID-19 health emergency.

Yes  No Are your losses related to the COVID-19 pandemic?

If Yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Businesses Ineligible for CARES Grant:

- Nationally Owned Chains
- Publicly Traded Companies

Yes  No **DISCLAIMERS - Please confirm your understanding of these disclaimers**

1. *Application for the grant DOES NOT GUARANTEE award of funding.*
2. *The total amount awarded will be based on funds available.*
3. *Grant applications will be processed as they arrive. Program will be first come first served.*
4. *All businesses receiving funding MUST complete a W-9 prior to receipt of funding.*
5. *It is the sole responsibility of the applicant to determine or to seek independent advice to determine the tax implications to the grant funds received by the applicant.*
6. *Grant recipients are required to maintain records of all eligible expended funds. The City of Palmer may require an itemized statement of grant expenditures. Use of funds must comply with allowable expenses.*

**CERTIFICATION**

As an official signer for my business, I certify that all the information provided in this application is true and accurate. I also agree to assist in the verification of information provided in this application and to provide additional information, if requested.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Applications must be received between 8:00 a.m., October 12, 2020 through 5:00 p.m., October 30, 2020.  
Applications may be submitted by email to [grantsadmin@palmerak.org](mailto:grantsadmin@palmerak.org)  
OR hand-delivered/mailed to 231 W. Evergreen Ave., Palmer, Alaska 99645

City of Palmer reserves the right to publish the names of businesses that received grants and the amount received. Individual sales tax return information and federal income tax information is deemed proprietary and not subject to public disclosure.

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**For Office Use Only**

Application is hereby:  **Approved**  **Denied**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_





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Phone: 907-745-3271 • Fax: 907-745-0930

[www.palmerak.org](http://www.palmerak.org)

**CARES Grant Application - Nonprofit**  
**Non-Competitive Grant Program**  
**Round II**

**Primary Contact Information:**

Name of Nonprofit Organization: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

Type of Nonprofit Corporation: \_\_\_\_\_

IRS Employer Identification #: \_\_\_\_\_

**General Eligibility Guidelines**

Yes  No Current City of Palmer business license and had a 2019 City of Palmer Business License.

Yes  No Does your nonprofit have a physical location in Palmer city limits?  
(This could be an office or store, including leased or owned)

Were your 2019 gross annual revenues: Income verified by: (include copies)  
 \$50,000 or less  Sales tax return remittance forms  
 \$50,001 to \$250,000  2019 Federal 990 tax return  
 \$250,001 to \$500,000  Other  
 \$500,001 or more\*

*\*Nonprofit organizations with annual gross revenues of more than \$500,001 are eligible to participate in a competitive grant program.*

How has your nonprofit been harmed by the COVID-19 pandemic? Check all that apply:

- Full or partial closure due to state emergency order.
- Forced to lay off or not pay one or more employees.
- A loss of monthly revenue of 10% or more.
- Organization has had to expand to address community health, safety, social and/or economic needs related to COVID-19.
- Direct expenses associated with COVID-19 health emergency.

Yes  No Are your losses related to the COVID-19 pandemic?

Yes  No Does any officer or employee work for or serve in an official capacity for local or state government? If yes, please explain: \_\_\_\_\_

Yes  No Do you provide services, activities or events that benefit Palmer residents.

Describe services, activities or events that are eligible for CARES Act reimbursement or mitigation:

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Please confirm that your nonprofit organization:

- Is directed by a volunteer board or local advisory board with a majority of members who are Alaska residents.
- Has provided aid or services in City of Palmer during 2019.
- Has been issued an IRS determination letter of nonprofit status in 2019 or earlier.
- Provide a sworn statement showing the nonprofit has been impacted by COVID-19 either because of the adaptation and expansion of services and expenses as the result of COVID-19, or loss of revenue from a temporary closure caused by COVID-19 (expansion, adaptation or contraction), or from loss of mission-related revenue (as determined by the IRS), charitable giving, or loss of government funding.

Non-profit Organizations Ineligible for CARES Grant:  
Churches

- Yes  No ***DISCLAIMERS - Please confirm your understanding of these disclaimers***
- 1. Application for the grant DOES NOT GUARANTEE award of funding.*
  - 2. The total amount awarded will be based on funds available.*
  - 3. Grant applications will be processed as they arrive. Program will be first come, first served.*
  - 4. All non-profit organizations receiving funding MUST complete a W-9 prior to receipt of funding.*
  - 5. It is the sole responsibility of the applicant to determine or to seek independent advice to determine the tax implications to the grant funds received by the applicant.*
  - 6. Grant recipients are required to maintain records of all eligible expended funds. The City of Palmer may require an itemized statement of grant expenditures. Use of funds must comply with allowable expenses.*

## **CERTIFICATION**

As an official signer for my nonprofit organization, I certify that all the information provided in this application is true and accurate. You also agree to assist in the verification of information provided in this application and to provide additional information, if requested.

---

Signature

Date

Applications must be received between 8:00 a.m., October 12, 2020 through 5:00 p.m., October 30, 2020.

Applications may be submitted by email to [grantsadmin@palmerak.org](mailto:grantsadmin@palmerak.org)  
OR hand-delivered/mailed to 231 W. Evergreen Ave., Palmer, Alaska 99645

City of Palmer reserves the right to publish the names of nonprofit organizations that received grants and the amount received. Individual sales tax return information and federal income tax information is deemed proprietary and not subject to public disclosure.

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***For Office Use Only***

Application is hereby:  **Approved**  **Denied**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

DRAFT



**City of Palmer • Finance Office**  
**231 W. Evergreen Avenue, Palmer AK 99645**

Phone: 907-745-3271 • Fax: 907-745-0930

[www.palmerak.org](http://www.palmerak.org)

**CARES Grant Application - Nonprofit**  
**Competitive Grant Program**  
**Round II**

**Overview:**

The City of Palmer is excited to offer to those nonprofit organizations with annual revenues greater than \$500,001 an opportunity to apply for a grant through the CARES Act distributed to the city from the State of Alaska. Round II of this competitive grant program will be funded with a one-time allocation of \$500,000. This is separate from the non-competitive nonprofit grant program being offered by the City of Palmer. Those who wish to participate in the competitive program will not be eligible for a grant under the non-competitive grant program.

The round II competitive grant program will be based on the number of eligible applicants divided by \$500,000. If your organization received grants in the first round of nonprofit competitive grants you will be eligible for the Round II.

Eligibility for Round II of the Nonprofit competitive grant program is based on:

- Interruption of service or activity that provides economic importance to the city as measured by sales tax remittance or an IRS 990 form during the health emergency.
- Social programs that provided services or activities to at risk city residents during the health emergency.
- Direct costs associated with a community service or activity provided to city residents.
- Contributes to the long-term recovery of our local economy.

Grant applications will be accepted starting at 8:00 a.m. on October 12, 2020, through 5:00 p.m. on October 30, 2020.



## Finance Department

231 W. Evergreen Avenue, Palmer, AK 99645

Phone: 907-745-3271 • Fax: 907-745-0930

[www.palmerak.org](http://www.palmerak.org)

### CARES Grant Application - Nonprofit Competitive Grant Program Round II

#### Primary Contact Information:

Name of Nonprofit organization: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

Type of Nonprofit Corporation: \_\_\_\_\_

IRS Employer Identification #: \_\_\_\_\_

#### General Eligibility Guidelines

Yes  No Current City of Palmer business license and had a 2019 City of Palmer Business License.

Yes  No Does your nonprofit have a physical location in Palmer city limits?  
(This could be an office or store, including leased or owned)

Were your 2019 gross annual revenues:  \$500,001 or more\*

Income verified by:

Sales tax return remittance forms  2019 Federal 990 tax return

Other \_\_\_\_\_

How has your nonprofit been harmed by the COVID-19 pandemic? Check all that apply:

Full or partial closure due to state emergency order.

Forced to lay off or not pay one or more employees.

A loss of monthly revenue of 10% or more.

Organization has had to expand to address community health, safety, social and/or economic needs related to COVID-19.

Direct expenses associated with COVID-19 health emergency. (Provide Report)

Yes  No Are your losses related to the COVID-19 pandemic?

Yes  No Does any officer or employee work for or serve in an official capacity for local or state government? If yes, please explain: \_\_\_\_\_

Yes  No Organization provides services, activities or events that benefit Palmer residents.

Describe in detail how your nonprofit was harmed by the COVID-19 pandemic and would be eligible for CARES Act reimbursement or mitigation: (include a separate page outlining the harm)

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Describe in detail what special services, activities or programs your nonprofit provided to at risk individuals during the COVID-19 pandemic: (include a separate page outlining the service, activity or program)

---

---

Describe in detail what special capital project will be undertaken to mitigate future spread of the COVID-19 virus: (include a separate page outlining the capital project)

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Please confirm that your nonprofit organization:

- Is directed by a volunteer board or local advisory board with a majority of members who are Alaska residents.
- Has provided aid or services in City of Palmer during 2019.
- Has been issued an IRS determination letter of nonprofit status in 2019 or earlier.
- Provide a sworn statement showing the nonprofit has been impacted by COVID-19 either because of the adaptation and expansion of services and expenses as the result of COVID-19, or loss of revenue from a temporary closure caused by COVID-19 (expansion, adaptation or contraction), or from loss of mission-related revenue (as determined by the IRS), charitable giving, or loss of government funding.

Non-profit Organizations Ineligible for CARES Grant:  
Churches

- Yes  No ***DISCLAIMERS - Please confirm your understanding of these disclaimers***
- 1. Application for the grant DOES NOT GUARANTEE award of funding.*
  - 2. The total amount awarded will be based on funds available.*
  - 3. All non-profit organizations receiving funding MUST complete a W-9 prior to receipt of funding.*
  - 4. It is the sole responsibility of the applicant to determine or to seek independent advice to determine the tax implications to the grant funds received by the applicant.*
  - 5. Grant recipients are required to maintain records of all eligible expended funds. The City of Palmer may require an itemized statement of grant expenditures. Use of funds must comply with allowable expenses.*

## **CERTIFICATION**

As an official signer for my non-profit organization, I certify that all the information provided in this application is true and accurate. You also agree to assist in the verification of information provided in this application and to provide additional information, if requested.

---

Signature

Date

Applications must be received between 8:00 a.m., October 12, 2020 and 5:00 p.m., October 30, 2020.  
Applications may be submitted by email to [grantsadmin@palmerak.org](mailto:grantsadmin@palmerak.org)  
OR hand-delivered/mailed to 231 W. Evergreen Ave., Palmer, Alaska 99645

City of Palmer reserves the right to publish the names of non-profit organizations that received grants and the amount received. Individual sales tax return information and federal income tax information is deemed proprietary and not subject to public disclosure.

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*For Office Use Only*  
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Application is hereby:     **Approved**     **Denied**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

DRAFT



**City of Palmer**  
**231 W Evergreen Ave, Palmer, AK 99645**  
Phone: 907-745-3271 Fax: 907-745-0930

## **Small Business & Nonprofit Relief and Recovery Grant**

### **Round II**

#### **FREQUENTLY ASKED QUESTIONS**

**If I applied for a grant in round 1, am I eligible for another grant?**

**Yes**

**Who May Apply?**

- For profit or nonprofit businesses with a current Palmer business license
- For profit or nonprofit businesses that had a 2019 Palmer business license
- Maintain a physical location in the City of Palmer (Brick & Mortar)
- Has a 2020 Itinerant Vendor license (Are eligible for a \$2500 grant)
- Not a publicly traded company
- Is not a chain store or business
- Suffered a loss of income or occurred expenses as a result of health emergency

**What Can the Funds be used for?**

The funds must be solely utilized for expenditures that occur between March 1, 2020 and December 30, 2020 and fall under the following categories:

- Payroll
- Operating expenses
- Business lease or rent
- Business telework equipment cost
- Inventory acquisition or replacement
- Personal protective equipment purchases
- Facility readiness to include social distancing preparedness, business modifications, etc.

**Are these loans or grants?**

They are grants.



**How long with the program operate?**

The application period will begin October 12, 2020. It will end October 30, 2020 or until the dedicated funds have been distributed, whichever comes first. The Grant committee will meet every Friday and send out checks on the following Tuesday for those organizations meeting grant eligibility and requirements.

**How much money is allocated to the Business and Nonprofit business non-competitive grant program?**

\$3,350,000

**How much money is allocated to the Nonprofit business competitive grant program?**

\$500,000

**What is the size of the grant for a business?**

- \$2,500 for a business with 2019 revenues of \$50,000 or less
- \$5,000 for a business with 2019 revenues of \$50,001 to \$250,000
- \$7,500 for a business with 2019 revenues of \$250,001 to \$500,000
- \$10,000 for a business with 2019 revenues greater than \$500,001

**What is the size of the grant for nonprofit a business?**

- \$2,500 for businesses with 2019 revenues of \$50,000 or less
- \$5,000 for businesses with 2019 revenues of \$50,001 to \$250,000
- \$7,500 for businesses with 2019 revenues of \$250,001 to \$500,000
- \$10,000 for businesses with 2019 revenues greater than \$500,001 or may participate in a competitive grant program

**Is there a deadline for a grant recipient to spend the money?**

Yes, the grant funds received must be fully expended by Dec. 30, 2020.

**Will the names of grant recipients be public record?**

Yes, the names and amounts of the grants are public record.

**Will the City of Palmer mail out checks or send the funds electronically to bank accounts?**

The City will mail out checks.

**What other documentation will I need to supply with the application?**

An IRS Form W-9 must be submitted with the application.

**Are the grant funds subject to federal income taxes?**

The City advises applicants to contact their tax preparer for professional advice.

**Will receipt of this grant make me ineligible for other grant programs?**

If you are going to apply for other federal or state grant or loan programs, the City advises applicants to check the eligibility rules for those programs.

**Business applicants' 2019 gross sales will be used to determine eligibility and the amount of grant funds awarded. What if a business did not report sales for every quarter in 2019?**

For a newly established business, the City will take whatever gross sales were reported for 2019 and the first quarter 2020 and estimate an annual total.

**What if my business is not required to file sales tax returns with the city?**

The City will accept a copy of the most recent federal income tax return. The applicant can choose to request that a review committee member come to their office to review the documents rather than submit them to the City.

**Can a business that is behind in its sales taxes qualify for the City grant?**

Yes, so long as the business is not under a tax lien issued by the city. Businesses that have entered a payment plan with the city and are adhering to that plan would be eligible for a grant.

**Is a franchisee eligible for this grant?**

Yes. The business must be locally owned, have a bricks and mortar location of operation in City limits, meet the employment criteria, and expend the dollars in accordance with the grant.

**What Businesses are ineligible for a CARES Grant?**

Churches and publicly traded companies.

**What is a Church?**

A non-profit organization principally engaged in teaching, instructing, counseling or indoctrinating religion or religious beliefs, whether in a religious or secular setting.

**Who can I contact for assistance with the application?**

If you need assistance with assessing your eligibility or compiling the needed documents for your application, we advise that you consult with your financial or legal advisors. For general questions about the program, please contact us at 907-745-3271.

**What reporting requirements do I have?**

Grant recipients are required to maintain records of all eligible expended funds. The city of Palmer may require an itemized statement of grant expenditures.

**If I have multiple locations in the City of Palmer, can I apply for each location?**

Yes. If each location has a separate City of Palmer business license and is considered a separate legal entity.

**Is my application or financials public records?**

It is the City's intent, to the extent allowed by law, that the review committee's work and discussions, and the applications themselves, will not be available to the public. The names of businesses that receive the grants and the amount each received will be considered a public record.

**If I consign in another retail shop am I eligible for a grant?**

No. To be eligible to receive a grant you must own or lease a physical location in the City of Palmer.

DRAFT



**City of Palmer  
Resolution No. 20-024**

**Subject:** Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds for Day Care Assistance

**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**


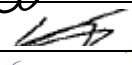

**Originator Information:**

**Originator:**    City Manager, John Moosey

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ **60,000.00**

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 60,000.00
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s):    56-01-10-6540 Day Care Grants \$60,000
- Not budgeted                      56-01-10-6510 City COVID-19 Resilience & Recovery (60,000)

Director of Finance Signature:     \_\_\_\_\_

**Attachment(s):**

- Resolution No. 20-024

**Summary Statement/Background:**

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This act included numerous federal funding opportunities for the State of Alaska for response and mitigation for the COVID-19 public health crisis. The programs that the State of Alaska developed included a statewide distribution of \$562,500,000 to boroughs and local governments. The time frame for the use of these funds is from March 1 through December 30, 2020.

On May 26, 2020, Palmer City Council approved Resolution No. 20-015 accepting the City's share of Coronavirus Relief Funds for \$7,566,546.24 for costs that are for necessary expenditures incurred due to the public health emergency of COVID-19.

City of Palmer administrative staff consisting of John Moosey City Manager, Brad Hanson Community Development Director, and Gina Davis Finance Director gave consideration to a range of programs for the best utilization of CARES Act Funds taking into consideration the guidance provided by the US Treasury and how to best support the long-term recovery of our local economy and the citizens of Palmer. The programs that were developed consist of the following:

- 1) Small Business CARES Grants
- 2) Non-profit CARES Grants
- 3) Non-profit CARES Competitive Grants
- 4) City Utility Abatement
- 5) City Mitigation Expenditures
- 6) City Resiliency and Recovery

On September 8, 2020, the Palmer City Council Approved Resolution No. 20-022 establishing the COVID-19 relief fund policy.

**\$60,000 – Direct Grant to City of Palmer to Day Care Centers.** This allocation will be in the form of a \$10,000 Direct Grant to the City of Palmer Day Care Centers. Our Day Care Centers provide care and education to our children. They also provide a key economic component allowing parents to return to work.

**Administration's Recommendation:**

Approve Resolution No. 20-024 appropriating expenditures of the CARES Act Funds.

**LEGISLATIVE HISTORY**

Introduced by: City Manager Moosey

Date: September 22, 2020

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

**Resolution No. 20-024**

**A Resolution of the Palmer City Council Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds for Day Care Assistance**

WHEREAS, on May 26, 2020, Palmer City Council accepted the Coronavirus Relief Funds in the amount of \$7,566,546.24 for Costs that are for necessary expenditures due to the Public Health Emergency due to Coronavirus Disease 2019 (COVID-19) from the Alaska Department of Commerce, Community, and Economic Development; and

WHEREAS, the City administration has developed a program for the disbursement of these funds through a Direct Grant to support families and our local economy.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby appropriates \$60,000.00 of the Coronavirus Relief Funds for necessary programs and city expenditures due to COVID-19 mitigation, and economic recovery to assist in providing quality and safe Day Care Services.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby

**Approved** by the Palmer City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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





**City of Palmer  
Resolution No. 20-025**

**Subject:** Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds: No-Cost, Low-Cost Food Service Providers

**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**




**Originator Information:**

**Originator:**    City Manager, John Moosey

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **50,000.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>50,000.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input type="checkbox"/>	Budgeted	Line item(s): <u>56-01-10-6541 Food Shelf Grant \$50,000</u>
<input checked="" type="checkbox"/>	Not budgeted	<u>56-01-10-6510 City COVID-19 Resilience &amp; Recovery (50,000)</u>

Director of Finance Signature:  \_\_\_\_\_

**Attachment(s):**

- Resolution No. 20-025

**Summary Statement/Background:**

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This act included numerous federal funding opportunities for the State of Alaska for response and mitigation for the COVID-19 public health crisis. The programs that the State of Alaska developed included a statewide distribution of \$562,500,000 to boroughs and local governments. The time frame for the use of these funds is from March 1 through December 30, 2020.

On May 26, 2020, Palmer City Council approved Resolution No. 20-015 accepting the City's share of Coronavirus Relief Funds for \$7,566,546.24 for costs that are for necessary expenditures incurred due to the public health emergency of COVID-19.

City of Palmer administrative staff consisting of John Moosey City Manager, Brad Hanson Community Development Director, and Gina Davis Finance Director gave consideration to a range of programs for the best utilization of CARES Act Funds taking into consideration the guidance provided by the US Treasury and how to best support the long-term recovery of our local economy and the citizens of Palmer. The programs that were developed consist of the following:

- 1) Small Business CARES Grants
- 2) Non-profit CARES Grants
- 3) Non-profit CARES Competitive Grants
- 4) City Utility Abatement
- 5) City Mitigation Expenditures
- 6) City Resiliency and Recovery

On September 8, 2020, the Palmer City Council Approved Resolution No. 20-022 establishing the COVID-19 relief fund policy.

**\$50,000 – Direct Grant to the City of Palmer Low-Cost, No-Cost Food Service Providers.** This allocation will be in the form of a \$25,000 Palmer Food Shelf Grant and \$25,000 Meal on Wheels Program Grant. Coronavirus Pandemic has hit our community very hard. The food services serving our Palmer residents have been stretched. This grant program will assist in providing nutritious food to our most vulnerable people.

**Administration's Recommendation:**

Approve Resolution No. 20-025 appropriating expenditures of the CARES Act Funds.

**LEGISLATIVE HISTORY**

Introduced by: City Manager Moosey

Date: September 22, 2020

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

**Resolution No. 20-025**

**A Resolution of the Palmer City Council Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds: No-Cost, Low-Cost Food Service Providers**

WHEREAS, on May 26, 2020, Palmer City Council accepted the Coronavirus Relief Funds in the amount of \$7,566,546.24 for Costs that are for necessary expenditures due to the Public Health Emergency due to Coronavirus Disease 2019 (COVID-19) from the Alaska Department of Commerce, Community, and Economic Development; and

WHEREAS, the City administration has developed a program for the disbursement of these funds through a Direct Grant to our lowest-cost, no-cost food service providers.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby appropriates \$50,000.00 of the Coronavirus Relief Funds for necessary programs and city expenditures due to COVID-19 mitigation, and economic recovery to assist in providing nutritious meals to our most vulnerable citizens.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby

**Approved** by the Palmer City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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



**City of Palmer  
Resolution No. 20-026**

**Subject:** Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds for Housing Assistance

**Agenda of:** September 22, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**



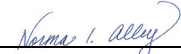
**Originator Information:**

**Originator:**    City Manager, John Moosey

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **250,000.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>250,000.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input type="checkbox"/>	Budgeted	Line item(s): <u>56-01-10-6542 Housing Asst Grant \$250,000</u>
<input checked="" type="checkbox"/>	Not budgeted	<u>56-01-10-6510 City COVID-19 Resilience &amp; Recovery (\$250,000)</u>

Director of Finance Signature:  \_\_\_\_\_

**Attachment(s):**

- Resolution No. 20-026
- City of Palmer Housing Relief

**Summary Statement/Background:**

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This act included numerous federal funding opportunities for the State of Alaska for response and mitigation for the COVID-19 public health crisis. The programs that the State of Alaska developed included a statewide distribution of \$562,500,000.00 to boroughs and local governments. The time frame for the use of these funds is from March 1 through December 30, 2020.

On May 26, 2020, Palmer City Council approved Resolution No. 20-015 accepting the City's share of Coronavirus Relief Funds for \$7,566,546.24 for costs that are for necessary expenditures incurred due to the public health emergency of COVID-19.

City of Palmer administrative staff consisting of John Moosey City Manager, Brad Hanson Community Development Director, and Gina Davis Finance Director gave consideration to a range of programs for the best utilization of CARES Act Funds taking into consideration the guidance provided by the US Treasury and how to best support the long-term recovery of our local economy and the citizens of Palmer. The programs that were developed consist of the following:

- 1) Small Business CARES Grants
- 2) Non-profit CARES Grants
- 3) Non-profit CARES Competitive Grants
- 4) City Utility Abatement
- 5) City Mitigation Expenditures
- 6) City Resiliency and Recovery

On September 8, 2020, the Palmer City Council Approved Resolution No. 20-022 establishing the COVID-19 relief fund policy.

**\$250,000 – Alaska Housing Finance Corporation Partnership to provide Housing Relief to Homeowners and Renters Adversely Affected by the COVID-19 Pandemic.** Our residents have been significantly impacted. Assistance for up to three months (October-December) will provide up to \$1,200 monthly grant to our qualified City of Palmer residents. This program will be administrated at no cost to the City of Palmer by the Alaska Housing Finance Corporation.

**Administration's Recommendation:**

Approve Resolution No. 20-026 appropriating expenditures of the CARES Act Funds.

**LEGISLATIVE HISTORY**

Introduced by: City Manager Moosey

Date: September 22, 2020

Action:

Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 20-026**

**A Resolution of the Palmer City Council Authorizing the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds for Housing Assistance**

WHEREAS, on May 26, 2020, Palmer City Council accepted the Coronavirus Relief Funds in the amount of \$7,566,546.24 for Costs that are for necessary expenditures due to the Public Health Emergency due to Coronavirus Disease 2019 (COVID-19) from the Alaska Department of Commerce, Community, and Economic Development; and

WHEREAS, the City administration has developed a program for the disbursement of these funds through the Alaska Housing Finance Corporation for the purpose of providing Housing Relief to homeowners and renters adversely affected by the COVID-19 Pandemic.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby appropriates \$250,000.00 of the Coronavirus Relief Funds for necessary programs and city expenditures due to COVID-19 mitigation, economic recovery, and Housing Assistance.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby

**Approved** by the Palmer City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

## PALMER HOUSING RELIEF

### Program Budget

\$250,000

### General Description

Alaska Housing Finance Corporation and the City of Palmer (“the Parties”) have expressed interest in collaborating to continue providing housing relief to homeowners and renters adversely affected by the COVID-19 pandemic.

In an effort to leverage the information and programmatic framework currently in place and still operational from the Alaska Housing Relief program, the Parties have expressed a desire to build upon the existing Alaska Housing Relief program for the City of Palmer through an expanded application round unique to Palmer that also extends existing program’s duration.

### Purpose

To provide Rental and Mortgage assistance for residents of Palmer adversely impacted by the COVID-19 pandemic.

### Duration

October 1 through December 20, 2020. Duration may be extended by mutual agreement of both parties in writing.

### Population to be Served

- a) Qualified households for the Alaska Housing Relief program, plus
- b) Any new applications received from a Palmer only application round.

### Eligibility

- a) All households served will have a demonstrated income loss attributable to the COVID-19 pandemic that occurred on or after March 11, 2020.
- b) Up to \$1,200 per month of Palmer Housing Relief will be available to qualified applicants for a maximum of three (3) months.
  - a. Palmer Housing Relief can cover October to December mortgage or rent payments.
  - b. Households assisted will receive the lesser of
    - i. \$1,200 in monthly assistance,
    - ii. The monthly reduction in household income attributable to COVID-19 on or after March 11, 2020.





- c) Households served through the Palmer Housing Relief will have an annualized income at or below 80% of the Area Median Income for Palmer (\$73,120).
  - c. Annualized household income will be based on the households earnings after the COVID-19 income reduction.
  - d. Annualized household income will not be adjusted by household size.
  - e. Annualized household income will be based on:
    - i. Verbal certification of pre and post COVID-19 income, or
    - ii. Recertification of post COVID-19 income for households previously served through the Alaska Housing Relief program.

**AHFC Responsibilities**

- 1) AHFC will set up the online application system for the Palmer Housing Relief.
- 2) AHFC will review the list of applications and remove households who are already served through AHFC’s public housing division. These households have access to AHFC’s “Safety Net” program and do not require this form of housing relief.
- 3) AHFC will utilize a nonprofit service provider to process the applications and payments. This service provider will be a grantee of AHFC and subrecipient of the funding.
- 4) AHFC will provide grant management and oversight for the nonprofit sub-recipient.
- 5) AHFC will ensure that the subrecipient performs the following tasks:
  - a. Confirms income eligibility for assisted households;
  - b. Verifies the identity of the applicant households;
  - c. Verifies the lease or mortgage documentation, and income, to ensure the assistance provided does not exceed programmatic limits;
  - d. Collects the tax id information for the Landlord or Mortgagor;
  - e. Pays the landlord or mortgagor on behalf of the applicant household.

**City of Palmer Responsibilities**

- 1) Work with AHFC to review the online application system for Palmer Housing Relief, and
- 2) Establish parameters for the application queue based on funds available and requests.
- 3) Establish the reporting guidelines and programmatic deliverables expected from AHFC to the City of Palmer prior to the signing of the subrecipient agreement.
- 4) Subgrant the budgeted funding to Alaska Housing Finance Corporation.

**Fees**

- 1) Alaska Housing Finance Corporation will perform the assigned responsibilities at no cost to the City of Palmer for the initial duration of the Palmer Housing Relief.
- 2) Alaska Housing Finance Corporation will provide any administrative support to the nonprofit sub-recipient necessary to perform the responsibilities outlined in this scope.



**City of Palmer  
Action Memorandum No. 20-070**

**Subject:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection for Arkose Brewery, Liquor License No. 5032 of Outdoor/Indoor Alcohol Consumption Security Plan

**Agenda of:** September 22, 2020

**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	_____	_____

**Approved for Presentation By:**

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

**Certification of Funds:**


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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature:  \_\_\_\_\_

**Attachment(s):**

- Liquor License Review Form
- Form AB-14

**Summary Statement/Background:**

Arkose Brewery (Licensee Brew Barons, LLC) is requesting authority for a premises diagram change. The business is seeking approval for outdoor storage and outdoor consumption at their business located at 650 East Steel Loop. Arkose Brewery has a history of providing good quality service, following all regulations and requirements as well as being a good neighbor.

**Administration's Recommendation:**

To approve Action Memorandum No. 20-070 directing the City Manager to notify the State of Alaska of the City Council's Statement of Non-Objection for Arkose Brewery, Liquor License No. 5032 of Outdoor/Indoor Alcohol Consumption Security Plan

**Attachment(s):**

- Liquor License Review Form
- Form AB-14

**Summary Statement/Background:**

Arkose Brewery (Licensee Brew Barons, LLC) is requesting authority for a premises diagram change. The business is seeking approval for outdoor storage and outdoor consumption at their business located at 650 East Steel Loop. Arkose Brewery has a history of providing good quality service, following all regulations and requirements as well as being a good neighbor.

**Administration's Recommendation:**

To approve Action Memorandum No. 20-070 directing the City Manager to notify the State of Alaska of the City Council's Statement of Non-Objection for Arkose Brewery, Liquor License No. 5032 of Outdoor/Indoor Alcohol Consumption Security Plan

# City of Palmer • Liquor License Review Form

**BUSINESS NAME:** Arkose Brewery

**OWNER:** Brew Barons

**LICENSE TYPE:** Brewery

**LOCATION:** 650 E. Steel Loop, Palmer AK 99645

*Route to: Department of Finance*

### Department of Finance

Business License/Sales Tax/  
Utilities/Assessments Current:

Yes

No

If no, explain:

\_\_\_\_\_

Other Comments:

\_\_\_\_\_



Finance Director

08/18/2020

Date

*Route to: Department of Community Development*

### Department of Community Development

Code (PMC/Bldg/Fire) Compliant:

Yes

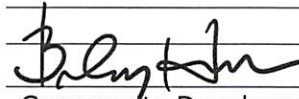
No

If no, explain:

\_\_\_\_\_

Other Comments:

\_\_\_\_\_



Community Development Director

08/18/2020

Date

*Route to: Police Department*

### Police Department

Excessive Calls:

Yes

No

If yes, explain:

\_\_\_\_\_

Other Comments:

\_\_\_\_\_

Chief of Police

8-19-2020  
Date

**TO COUNCIL FOR AGENDA OF:** September 08, 2020



Alaska Alcoholic Beverage Control Board

**Form AB-14: Licensed Premises Diagram Change**

**What is this form?**

This licensed premises diagram change form is required for all liquor licensees seeking to alter the functional floor plan or reduce or expand the area of the establishment's existing licensed premises, under 3 AAC 304.185. **The required \$250 licensed premises diagram change fee may be made by check, cashier's check, money order, or credit card (VISA or MasterCard).**

Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, and consumption. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

If approved, this form will replace the existing licensed premises diagram on file. All sections of the currently licensed area that you wish to remain licensed must be included in the outlined area, as described on Page 2 of this form. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form, as long as it meets the requirements listed on this form. The first and third pages must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office prior to altering the existing floor plan. The licensed premises may not be altered unless and until the AMCO director has given written approval on this form. Please note that licensees seeking to change licensed premises diagrams for multiple licenses must submit a separate completed copy of this form and pay a separate fee for each license.

**Section 1 – Establishment Information**

Enter information for the licensed establishment.

Licensee:	Brew Barons, LLC	License Number:	5032
License Type:	Brewery		
Doing Business As:	Arkose Brewery		
Premises Address:	650 E. Steel Loop		
City:	Palmer	State:	AK
		ZIP:	99645

**Section 2 – Summary of Changes**

Provide a summary of the changes for which you are requesting approval.

Requesting approval to include outdoor storage and outdoor consumption areas as part of the licensed premises. Please see diagram and security plan.





Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-14: Licensed Premises Diagram Change**

**Section 4 - Declarations**

Read the statement below, and then sign your initials in the box to the right:

Initials

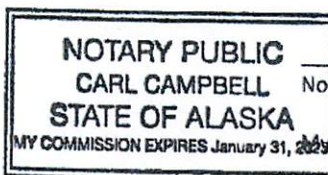
The proposed changes conform to all applicable public health, fire, and safety laws.

*JS*

As a liquor licensee, I declare under penalty of perjury that this form, including all attachments, is true, correct, and complete.

*Stephen Fertwein*  
 Signature of licensee

Stephen Fertwein  
 Printed name of licensee



*Carl Campbell*  
 Notary Public in and for the State of Alaska.

MY COMMISSION EXPIRES January 31, 2021 commission expires: *6/31/20*

Subscribed and sworn to before me this *21* day of *July*, 2020.

**Section 5 - Local Government & AMCO Review**

Local Government Review (to be completed by an appropriate local government official):

Yes No Pending

The proposed changes shown on this form conform to all local restrictions and laws.

A local building permit is required for the proposed changes.

Signature of local government official

*Not Available*  
 Building Permit #

*08.14.2020*  
 Date

*JOHN MOOSEY*  
 Printed name of local government official

*CITY MANAGER*  
 Title

AMCO Review:

Approved Disapproved

Signature of AMCO Enforcement Supervisor

Signature of Director

Printed name of AMCO Enforcement Supervisor

Printed name of Director

Date

AMCO Comments:

[Empty box for AMCO Comments]





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

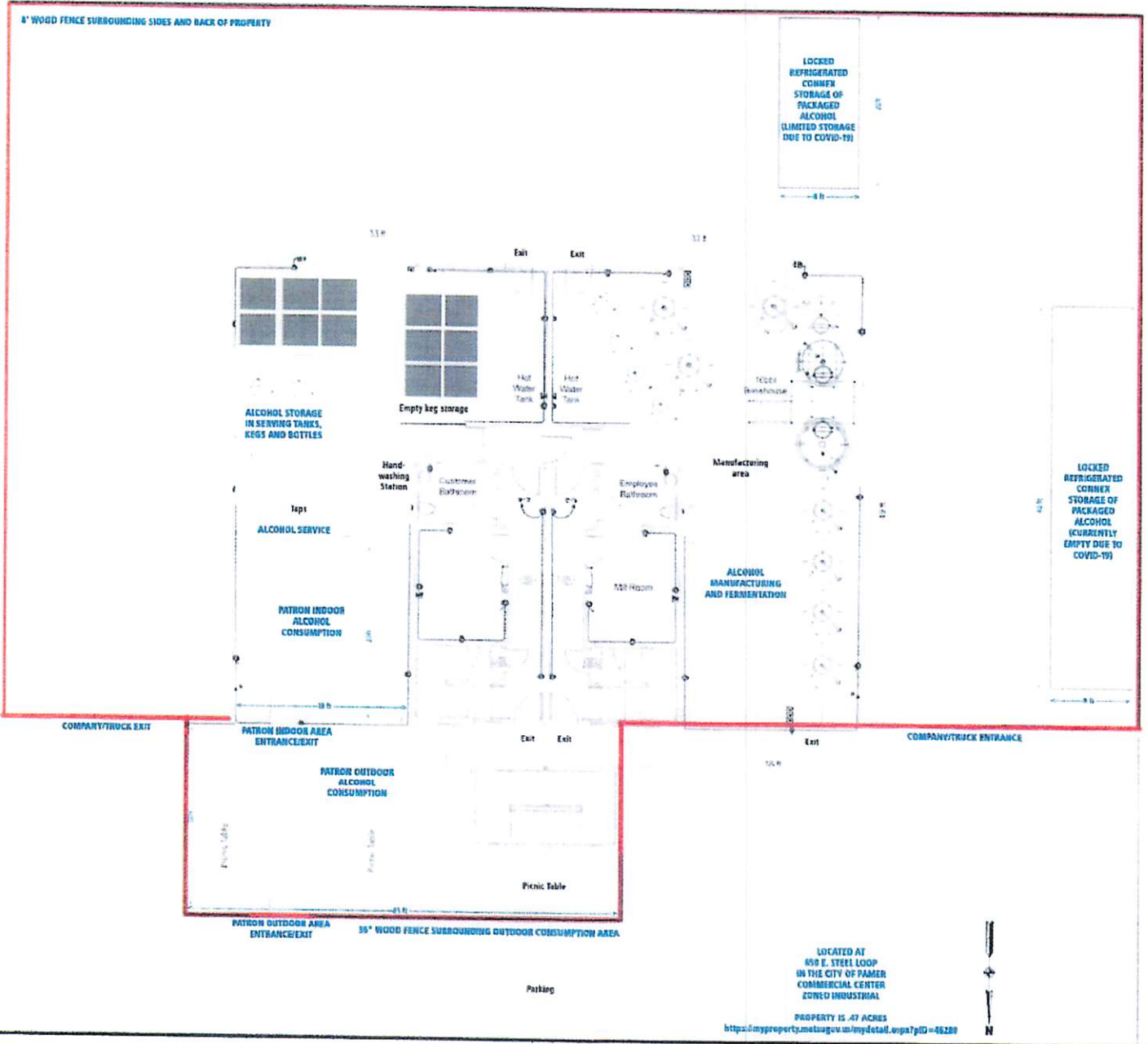
## Form AB-14: Licensed Premises Diagram Change

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### Section 3 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, and consumption. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

A large, empty rectangular box with a thick black border, intended for the user to draw a detailed premises diagram. The box is currently blank.



STREET: E. STEEL LOOP

**LICENSE # 5032**  
**BREW BARONS, LLC dba ARKOSE BREWERY**  
**Outdoor/Indoor Alcohol Consumption Security Plan**

- 1. Signs are posted at entry indicating that minors must always be accompanied by legal guardian (age over 21) in all areas of the establishment, and never be left unattended.**
- 2. All patrons are carded upon ordering alcohol at the alcohol service counter.**
- 3. All staff is trained in the identification of fake IDs.**
- 4. A wood fence at a height of 36" surrounds the entire perimeter of the outdoor alcohol consumption area.**
- 5. Underaged persons are monitored closely by our professionally trained alcohol servers.**
- 7. ABC mandated posters (as required by Law) are posted inside Arkose Brewery at the Entrance/exit of the indoor and outdoor alcohol consumption areas.**
- 8. The entrance/exit provides clear notice that NO ALCOHOL IS ALLOWED BEYOND THE OUTDOOR ALCOHOL CONSUMPTION AREA.**
- 9. Keeping outdoor seating area viable without any increased risk to minors exposed to alcohol WILL continue to be a part of our training for our staff.**
- 10. All safety related operations for our current liquor service will additionally be enforced in the outdoor consumption area.**
- 12. All servers closely monitor that only the patrons that have been carded will have alcoholic beverages.**
- 13. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages.**
- 14. Servers monitor consumption in both the indoor and outdoor alcohol consumption areas.**